

**EXECUTIVE COUNCIL**  
**COMMITTEE OF THE WHOLE MEETING**  
*August 3, 2021 - 5:30 PM*  
**Room 101**

**AGENDA**

Call to order

Pledge of Allegiance

Roll Call

Building, Security and Technology

- Blackboard Inc. Agreement Renewal (Attachment 1)
- Capital Projects Summer 2020-2021 Update

Program, Policy, and Personnel

- Personnel Items
  - Appoint Treasurer
  - Reassignment – Instructional Assistant – Explorers Program (AM) and LTS (PM)
  - Mentor Teachers
  - Advisors
  - Civil Rights Compliance Officer
  - Act 44 Safety & Security Coordinator
  - Guest Teachers
- Reorganization
- 2021-2022 Li'l Bucks Health & Safety Plan (Attachment 2)
- 2021-2022 Student Handbook and Parent Guide (Attachment 3)
- Central Bucks Family YMCA Internship Agreement (Attachment 4)
- BCTE Technical Assistance Program (TAP) Memorandum of Understanding (Attachment 5)
- Trade Adjustment Assistance Master Agreement 2021 (Attachment 6)
- Draft 2021-2024 Middle Bucks Institute of Technology Comprehensive Plan (Attachment 7)

Finance

- Budget Calendar (Attachment 8)
- Updates (Attachment 9)
  - Li'l Bucks
  - Adult Education

Adjournment

# Blackboard

This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **Middle Bucks Institute of Technology** ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable. In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

**A. Software & Services Product and Pricing Summary**

Period Number	Total
Period 1	\$7,376.50
Period 2	\$7,376.50
Period 3	\$7,376.50
<b>Contract Total</b>	<b>\$22,129.50</b>

Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-ALY-CE	ALLY FOR WEB COMMUNITY MANAGER Entitlements for Period 1 Band: 1 - 2,000 Users	01-Jul-2021 to 30-Jun-2022	Included - WCM-ALY-IMPL-P
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 1 Band: 1 - 2,000 FTE	01-Jul-2021 to 30-Jun-2022	\$2,550.00
1	WCM-ALY-IMPL-P	PKG- WCM ALLY IMPL Entitlements for Period 1 Band: 1 - 2,000 Users	01-Jul-2021 to 30-Jun-2022	\$3,347.50
1	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 1 Band: 1 - 2,000 FTE	01-Jul-2021 to 30-Jun-2022	\$1,479.00
<b>Period 1 Total</b>				<b>\$7,376.50</b>

Period 2				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-ALY-CE	ALLY FOR WEB COMMUNITY MANAGER Entitlements for Period 2 Band: 1 - 2,000 Users	01-Jul-2022 to 30-Jun-2023	Included - WCM-ALY-IMPL-P
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 2 Band: 1 - 2,000 FTE	01-Jul-2022 to 30-Jun-2023	\$2,550.00
1	WCM-ALY-IMPL-P	PKG- WCM ALLY IMPL Entitlements for Period 2 Band: 1 - 2,000 Users	01-Jul-2022 to 30-Jun-2023	\$3,347.50
1	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 2 Band: 1 - 2,000 FTE	01-Jul-2022 to 30-Jun-2023	\$1,479.00
<b>Period 2 Total</b>				<b>\$7,376.50</b>

Period 3				
Qty	Product Code	Product Name	Dates	Net Total (USD)

1	WCM-ALY-CE	ALLY FOR WEB COMMUNITY MANAGER Entitlements for Period 3 Band: 1 - 2,000 Users	01-Jul-2023 to 30-Jun-2024	Included - WCM-ALY-IMPL-P
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 3 Band: 1 - 2,000 FTE	01-Jul-2023 to 30-Jun-2024	\$2,550.00
1	WCM-ALY-IMPL-P	PKG- WCM ALLY IMPL Entitlements for Period 3 Band: 1 - 2,000 Users	01-Jul-2023 to 30-Jun-2024	\$3,347.50
1	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 3 Band: 1 - 2,000 FTE	01-Jul-2023 to 30-Jun-2024	\$1,479.00
<b>Period 3 Total</b>				\$7,376.50

**B. Terms**

1. The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
2. Following the Initial Term, this Order Form shall renew automatically for successive periods of one (1) year each (each a "Renewal Term"), unless and until Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: 01-Jul-2021

**C. Payment Terms**

1. All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

**D. Special Provisions**

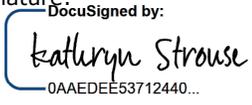
Sales Approved: Kalyn Mace

Initial: 

Sales Approved:

Initial:

Customer: Middle Bucks Institute of Technology

Signature:   
DocuSigned by:  
0AAEDEE53712440...

Name: Kathryn Strouse  
 Title: Administrative Director  
 Date: July 28, 2021

Blackboard Inc.

Signature: 

Name: Bill Jones  
 Title:  
 Date: 28-Jul-2021

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.

PO Number: PO Amount:

Attach PO or send PO to [Operations@blackboard.com](mailto:Operations@blackboard.com) (Optional):

Attach Tax Exemption (Optional):

Invoicing

Send Invoices via email to:

1. Name:	Email:
2. Name:	Email:
3. Name:	Email:



**Impact**  
**Influence**  
**Inspire**

# **Health and Safety Plan**

**2021-2022**





## Overview

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This Li'l Bucks Health and Safety Plan serves to formalize and communicate the guidelines that we will follow for the 2021-2022 school year as we continue to navigate through teaching and learning safely during a pandemic. This plan addresses how Li'l Bucks will maintain the health and safety of children, students, and staff for all instructional and non-instructional school activities during the 2021-2022 school year.

## Health and Safety Plan Summary: Middle Bucks Institute of Technology

**Initial Effective Date: August 9, 2021**

**Date of Last Review: August 9, 2021**

**Date of Last Revision: N/A**

**How will the school, to the greatest extent practicable, support prevention and mitigation policies in line with the most up-to-date guidance from the CDC for the reopening and operation of school facilities in order to continuously and safely open and operate schools for in-person learning?**

Li'l Bucks receives recommendations and regulations from the Centers for Disease Control (CDC), the Pennsylvania Office of Child Development & Early Learning (OCDEL) the Department of Education (PDE), the Pennsylvania Department of Health (PA DOH), and the Bucks County Health Department (BCHD). Li'l Bucks will follow the recommendations made by Pennsylvania Office of Child Development & Early Learning (OCDEL) regarding masking, distancing, and other preventive and mitigation policies and adhere to any mandates issued by the PA DOH, OCDEL, or PDE.

Li' Bucks will continue to ensure safe learning and working environments for all children, students, and staff.

Li'l Bucks will continue to provide in-person instruction during the 2021-22 school year. Based on public health conditions and any related mandates/requirements,

Li'l Bucks will continue to ensure all children receive instruction that meets state and federal standards and have the necessary supports for success.

Li'l Bucks will revise this plan as necessary based on changes to recommendations or requirements that may occur through the 2021-2022 school year. All changes will be communicated through TADPOLES directly to parents.

**How will the LEA ensure continuity of services, including but not limited to services to address the students' academic needs, and students' and staff members' social, emotional, mental health, and other needs, which may include student health and food services?**

Li'l Bucks will continue to offer services to ensure continuity of services:

- Li'l Bucks will continue to ensure safe learning and working conditions for all children, students and staff.
- Lil Bucks will continue offering resources to parents to address specific student academic, social and emotional wellness concerns.
- Lil Bucks will continue to provide training, support and flexibility necessary for staff to prepare for successful instruction.

Use the table below to explain how the LEA will maintain the health and safety of students, educators, and other staff and the extent to which it has adopted policies, and a description of any such policy on each of the following safety recommendations established by the CDC.

ARP ESSER Requirement	Strategies, Policies, and Procedures
a. Universal and correct wearing of <a href="#">masks</a> ;	<p>Li'l Bucks staff and students will follow the recommendation of federal, state and the BCHD regarding masking requirements of staff and students.</p> <p>All staff, students and children over the age of two will wear masks while in doors regardless of whether or not they are vaccinated.</p>
b. Modifying facilities to allow for <a href="#">physical distancing</a> (e.g., use of cohorts/podding);	<p>High school students at MBIT function in a cohort working with the same students within their cohort to support social distancing. Li'l Bucks will continue to follow BCHD guidance to design safe instructional and work spaces for all individuals.</p>
c. <a href="#">Handwashing and respiratory etiquette</a> ;	<p>Sanitizing stations will be positioned at each entrance of the school and within each classroom/office area. Signs will be posted reminding staff and students of the importance of handwashing and respiratory etiquette.</p>
d. <a href="#">Cleaning</a> and maintaining healthy facilities, including improving <a href="#">ventilation</a> ;	<p>The ventilation was improved in preparation for the 2020-2021 school year with MERV 13 filters and REME UV lights installed throughout the building.</p> <p>Lil Bucks will continue to follow proper cleaning and sanitizing protocols established by the CDC, EPA and manufacturer guidelines.</p> <p>Maintenance staff will continued implement cleaning protocols, which include disinfecting program spaces after each session, high-touch areas, and offices.</p> <p>Hand sanitation stations will continue to be maintained throughout key areas of the building.</p> <p>All cleaning products utilized are EPA COVID-19 approved sanitation products list and used following approved application standards.</p>

ARP ESSER Requirement	Strategies, Policies, and Procedures
<p>e. <a href="#">Contact tracing</a> in combination with <a href="#">isolation</a> and <a href="#">quarantine</a>, in collaboration with the State and local health departments;</p>	<p>Li'l Bucks will report positive COVID-19 cases to the DOH and inform parents of suspected outbreaks.</p> <p>Li'l Bucks will contact trace and implement CDC and DOH recommendations to assist families and staff with isolation and quarantine requirements.</p> <p>Li'l Bucks will utilize the DHS licensed facility COVID data collection tool and report positive cases to OCDEL Certification Representatives.</p>
<p>f. <a href="#">Diagnostic</a> and screening testing;</p>	<p>Li'l Bucks will follow the recommendations the CDC, DOH and OCDEL in responses to all COVID-19 related case investigation and contact tracing.</p> <p>If someone at the center tests positive for COVID-19, areas used by the person who tested positive will be closed for 24-hours following the confirmation and the area will be cleaned and disinfected.</p> <p>Parents will be notified via TADPOLES of suspected outbreak of a COVID-19 or a communicable disease considered a public health emergency by DOH.</p> <p>Close contacts will be required to self-quarantine.</p> <p>Li'l Bucks may, pending access to free testing, administer antigen testing for the following scenarios:</p> <ul style="list-style-type: none"> <li>• Students who require a negative test to participate in clinical experiences.</li> <li>• Events whereby antigen testing may increase access to the event or safety of the event.</li> <li>• Other scenarios as deemed appropriate.</li> </ul>
<p>g. Appropriate accommodations for students with disabilities with respect to health and safety policies; and</p>	<p>Li'l Bucks shall ensure that all students with disabilities receive appropriate accommodations as outlined in their Individual Education Plan.</p> <p>Li'l Bucks will continue to design and follow any individualized health and safety plan for the students we serve.</p> <p>Li'l Bucks will continue to train staff and contractors on Universal Precautions.</p>

ARP ESSER Requirement	Strategies, Policies, and Procedures
	<p>Lil Bucks will regularly communicate best practices for health and personal hygiene to all stakeholders in an effort to reinforce healthy instructional and work environments.</p>
<p>h. Coordination with state and local health officials.</p>	<p>Li'l Bucks will rely on best practices and work collaboratively with the DOH, DHS, and OCDEL to monitor COVID data, recommendations, and to coordinate contact tracing.</p> <p>Li'l Bucks will rely on local health authority guidance to design safe instructional and workspaces for all individuals.</p> <p>Li' Bucks will continue to facilitate ongoing forums for discussion and planning with federal, state, and local health authorities, and among local school entities.</p>

## Health and Safety Plan Governing Body Affirmation Statement

The Board of Directors/Trustees for Middle Bucks Institute of Technology reviewed and approved the Health and Safety Plan on August 9, 2021.

The plan was approved by a vote of:

\_\_\_\_\_ **Yes**

\_\_\_\_\_ **No**

Affirmed on: August 9,, 2021

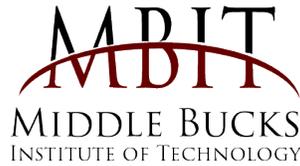
By:

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*Signature of Executive Council Chairperson*

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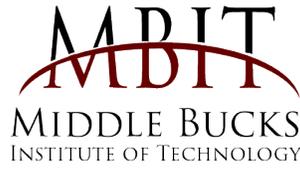
Mr. John H. Gamble, *Executive Council Chairperson*



## 2021-2022 Student Handbook and Parent Guide

### Summary of Updates and Changes

- Please note: formatting is not finalized due to the strike-through version. Formatting will be corrected on print version.
- Table of Contents will be updated on version to go to print
- Introduction-Welcome- deletion of statement related to COVID-19
- Updates made to incoming instructors and removal of retirees and resigned faculty
- Deletion of disclosure made to daily schedule to include information related to COVID-19
- COVID-19 Response/Health and Safety Plan addition changed to Health and Safety Plan
  - Directs students and parents to website for most up-to-date information
  - Deletion of hybrid model of instruction schedule
  - Deletion of COVID-19 “What to Know” resource from the CDC
- “Failures” section:
  - Addition of, “Students who fail two consecutive marking periods will automatically receive a failing grade for the year.”
- Work-Based Education Teacher/Coordinators:
  - “Employment Placement Service” changed to “Employment Assistance”
    - Statement updated to state, “MBIT provides assistance to enrolled students in securing employment.”
  - “Apprenticeships” updated to “Other Services”
    - Addition of, “Students may also participate in shadowing experiences, clinical experiences, externships, and internships.”
    - Deletion of, “The apprenticeship programs are sponsored jointly by employers and labor organizations. Middle Bucks Institute of Technology, through work-based education department, helps to established registered apprenticeships and provide students with a head start toward their journeyman certification.”
- Special Education/Instructional Support Services:
  - Deletion of, “These may be students, who, for a variety of reasons, are currently not succeeding in the program at Middle Bucks.”
  - “Modify” changed to “adapt”
- Addition of Threat Assessment Team
- Attendance:
  - Addition of, “completion of the attendance form of the school’s website.”



- Addition of, “Alternate transportation is usually provided by the students’ sending school district; the alternate transportation plans can be found on the sending school districts’ websites.”
- Use of Personal Electronic Devices (BYOD):
  - Update made to the statement regarding personal laser pointers.
- Parking Permits and Student Drivers:
  - Addition of, “Student drivers are NOT permitted to transport students during the following times:
    - AM MBIT Students- Passengers may not ride from MBIT to your sending school
    - PM MBIT Students- Passengers may not ride from your sending school to MBIT.”
  - Addition of, “Exceptions to the Student Driving Passenger Policy will be made under the following circumstances:
    - The transportation of a sibling
    - Students will medical restrictions that temporarily prohibit transportation by bus (i.e.: concussion or broken leg).
      - A doctor’s note must be provided
      - Approval from MBIT and the student’s sending school must be obtained.
      - Approval from the parent/guardian of the student driver and approval from the parent/guardian of the student passenger must be obtained.
    - Student drivers wishing to bring passengers must complete a Passenger Approval Form which can be obtained from SIC.”
- Clothing Requirements/Dress Code
  - Deletion of the following:
    - Clothing that does not expose underwear or abdomen
    - Skirts or shorts at the fingertips or longer when arms are held to the side
    - Shirts that cover cleavage (both front and rear), the back and torso up to the underarms.
- Deletion of “Detention” section.

**MBIT** Middle Bucks  
**MBIT** Institute of Technology  
*Preparing tomorrow's workforce today*



Student Handbook  
&  
Parent Guide  
2021~~0~~-2022~~1~~

Adopted: August ~~20~~<sup>20</sup>, 202~~1~~<sup>0</sup>

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**STATEMENT OF EQUAL OPPORTUNITY**

The Middle Bucks Institute of Technology does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. Inquiries may be directed to Middle Bucks Institute of Technology, [civilrightscoordinator@mbit.org](mailto:civilrightscoordinator@mbit.org), Title IX Coordinator or Section 504 Coordinator at 2740 York Road, Jamison, PA 18929 or 215-343-2480.

## INTRODUCTION

### Welcome

*We expect all students at Middle Bucks Institute of Technology to succeed. Toward this end, the intent of this handbook is to guide students, parents, guardians, and staff of Middle Bucks Institute of Technology. This handbook addresses many issues surrounding the educational process at Middle Bucks, our students' rights and responsibilities, along with the consequences of their actions. Every student, parent, guardian, and staff member is expected to read this handbook and understand its contents. This handbook does not discuss every issue that may come about while at Middle Bucks – no handbook could ever do that. However, our commitment is to make every effort to communicate to the students, parents, and guardians of the Middle Bucks community in an honest manner about any situation that may not be addressed in this handbook. This handbook is designed to inform and to create a safe, healthy and comfortable learning environment so our students can achieve. If you have any questions throughout the year, do not hesitate to contact any of our staff. We are here to do the best we can in order for our students to succeed.*

*Please Note: Please refer to the MBIT Health and Safety Plan for specific guidance and information on practices in place in response to the COVID-19 Pandemic. (<https://www.mbit.org/domain/156>)*



Kathryn Strouse  
Administrative Director

### Mission Statement

Middle Bucks Institute of Technology's mission statement is a declaration of the school's purpose which is to provide rigorous and integrated educational experiences required for higher education or work. It articulates why we exist and gives shared meaning to the work of everyone in the school.

### Our Mission

*Preparing tomorrow's workforce today*

### Vision Statement

Middle Bucks Institute of Technology provides students with the necessary technical, academic, and employability skills to enter, compete, and advance in their future education and careers.

### Shared Values

Middle Bucks Institute of Technology promotes the following primary values:

- Shared Vision
- High Expectations
- Dignity and Respect
- Collaboration
- Commitment to Change
- Continuous Improvement
- Global Awareness

**STAFF DIRECTORY**

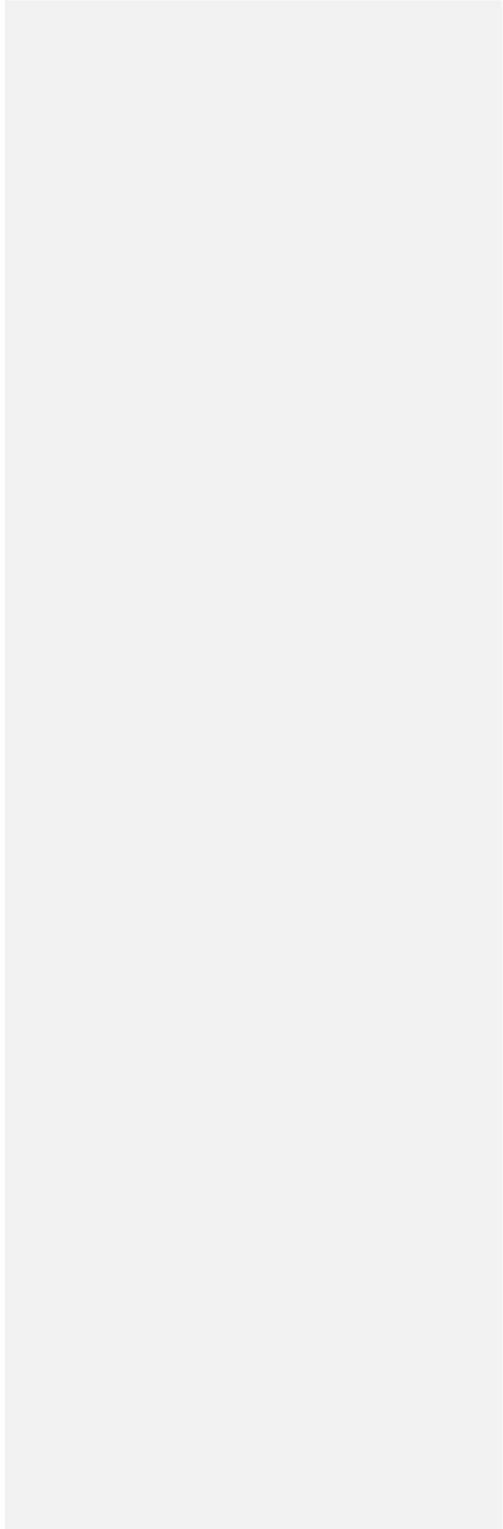
Staff may be contacted by phone or e-mail. Please do not contact teachers by phone during instructional hours. The school's phone number is 215-343-2480. E-mail address for any staff member is their first initial, last name, followed by @mbit.org.

Staff	Title	Extension
Appleton, Sherry	Teacher - Medical & Health Professions	242
Castineira, Sean	Teacher - Sports Therapy & Exercise Management	102
Ciarlone, Paul	Teacher - Automotive Technology	239
Davey, James	Teacher - Multimedia Technology	230
Doherty, Lauren	Supervisor of Career & Technical Education	243
Duncan, Maura	Teacher - Cosmetology	201
Egge, Angela	Special Education Teacher	260
Esposito, Michael	Teacher - Networking & Operating Systems Security	248
Fala, John	Teacher - Public Safety	228
Fitzpatrick, Sandra	Special Education Teacher	271
Flood, Stacey	Special Education Teacher	277
Gregor, Dr. Thomas	Work-Based Education Teacher/Coordinator	263
Gregory, Stephanie	School Counselor	249
Guinan, Steven	Teacher - Web Design & Interactive Media	215
Haimovitz, James	Teacher- Welding Technology	406
Heil, Cynthia	Teacher- Dental Occupations	118
Hellwig, Laurinda	School Counselor	110
<del>Lance, Mark</del>	<del>Teacher - Collision Repair Technology</del>	<del>237</del>
<del>Loiacono, Vincent</del>	<del>Director of Facility Operations</del>	<del>114</del>
<del>Keagy, Gayle</del>	<del>Teacher- Public Safety</del>	<del>228</del>
Malinowski, Craig	Teacher - Computerized Drafting & Engineering Graphics	121
McDowell, Randall	Teacher - Electrical Technology	269
McLaughlin, Jo Ann	Teacher - Cosmetology	202
Moyer, Lynda	Teacher - Medical & Health Professions	214
Muschlitz, Jeffrey	Teacher - HVAC/Plumbing Technology	226
Omerza, Thomas	Teacher - Networking & Operating Systems Security	207
Ostrow, Alan	Teacher - Engineering Related Technology	209
Pakula, Stacy	Assistant Director	120
<del>Reimel, Ron</del>	<del>Teacher- Collision Repair Technology</del>	<del>237</del>
Rich, Lise	Teacher - Early Childhood Care & Education	212
Rosenau, Bradley	Teacher - Commercial Art & Advertising Design	279
Schwarz, Robert	Teacher - Automotive Technology	238
Shores, Kimberly	Attendance Officer	107
Smith, Gregory	Teacher - Horticulture Landscape & Design	225
Stafford, Michael	Teacher - Culinary Arts & Science	217
Strouse, Kathryn	Administrative Director	100
Swoyer, Pamela	Work-Based Education Teacher/Coordinator	262
Sykes, Michael	Teacher - Building Trades Occupations	259
Taufalele, Naki	School Safety & Security Officer	283
Taylor, Kristen	Teacher- Culinary Arts & Science	122
<del>Vining, Robert</del>	<del>Business Manager</del>	<del>106</del>
Webber, Sarah	School Nurse	234

Wicen, Dennis

Teacher- Residential Construction Carpentry

264



**DAILY SCHEDULE**

***\*PLEASE NOTE: DAILY SCHEDULE IS SUBJECT TO CHANGE BASED ON CHANGING CIRCUMSTANCES DUE TO COVID-19.***

- 7:30 a.m. Main Office opens.
- 7:40 a.m. Morning session students report to class.
- 7:45 a.m. Morning session classes begin. Doors are locked. Late arrivals go to the SIC/Main Office for a late pass.
- 10:20 a.m. Early dismissal bell for Central Bucks East, South, and West and William Tennent students only.
- 10:25 a.m. Morning session ends. Dismissal for all remaining students.
  
- 11:25 a.m. Afternoon session students report to class.
- 11:30 a.m. Afternoon session classes begin. Doors are locked. Late arrivals go to the SIC/Main Office for a late pass.
- 2:00 p.m. New Hope-Solebury dismissed.
- 2:10 p.m. Early dismissal bell for Central Bucks West students only.
- 2:15 p.m. Afternoon session ends. Dismissal for all remaining students.
- 4:00 p.m. Main Office closed

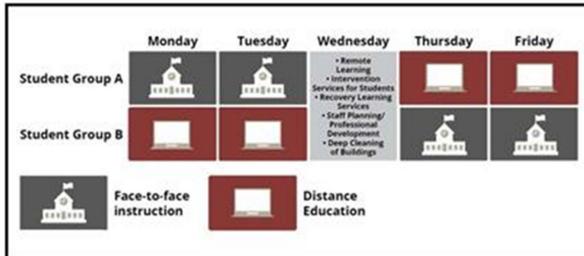
**COVID-19 RESPONSE/MIDDLE BUCKS INSTITUTE OF TECHNOLOGY HEALTH AND SAFETY PLAN**

The COVID-19 crisis continues to be a rapidly changing situation. Middle Bucks Institute of Technology's Health and Safety Plan addresses how MBIT will maintain the health and safety of students, educators, and other staff, for all instructional and non-instructional school activities during the 2021-2022 school year. The Health and Safety Plan has been tailored to the unique needs of MBIT and its mission to "Prepare Tomorrow's Workforce Today" by providing career training.

MBIT receives recommendations and regulations from the Centers for Disease Control (CDC), the Pennsylvania Department of Education (PDE), the Pennsylvania Department of Health (PA DOH), and the Bucks County Health Department (BCHD). MBIT will follow the recommendations made by the Bucks County Health Department regarding masking, distancing, and other preventive and mitigation policies and adhere to any mandates issued by the PA DOH or PDE. MBIT will continue to ensure safe learning and working environments for all MBIT students and staff. MBIT will continue to provide in-person instruction during the 2021-22 school year. Based on public health conditions and any related mandates/requirements, MBIT will remain positioned to quickly pivot between in-person instruction, virtual/remote instruction, and hybrid instruction. MBIT will continue to ensure all students receive instruction that meets state and federal standards and have the necessary supports for success, including access to technology and connectivity. MBIT will revise this plan as necessary based on changes to recommendations or requirements that may occur through the 2021-2022 school year. All changes will be communicated on the school's website. The plan can be viewed in its entirety on the school's website. Middle Bucks Institute of Technology is prepared to offer traditional in-person instruction, hybrid instruction, or virtual instruction. Hybrid instruction will include a combination of in-person and virtual learning, as well as synchronous and asynchronous instruction. Virtual learning will also include daily synchronous instruction. Please continue to visit our website for the most up-to-date health and safety information.

In the event that Middle Bucks Institute of Technology offers a hybrid model of instruction please review the schedule below:

## Middle Bucks Hybrid Model



### A GROUP:

Centennial (A-L)

CB East

CB West

Council Rock (A-L)

Voyages

### B GROUP:

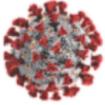
Centennial (M-Z)

CB South

New Hope Solebury

Council Rock (M-Z)

# What you should know about COVID-19 to protect yourself and others



## Know about COVID-19

- Coronavirus (COVID-19) is an illness caused by a virus that can spread from person to person.
- The virus that causes COVID-19 is a new coronavirus that has spread throughout the world.
- COVID-19 symptoms can range from mild (or no symptoms) to severe illness.



## Know how COVID-19 is spread

- You can become infected by coming into close contact (about 6 feet or two arm lengths) with a person who has COVID-19. COVID-19 is primarily spread from person to person.
- You can become infected from respiratory droplets when an infected person coughs, sneezes, or talks.
- You may also be able to get it by touching a surface or object that has the virus on it, and then by touching your mouth, nose, or eyes.



## Protect yourself and others from COVID-19

- There is currently no vaccine to protect against COVID-19. The best way to protect yourself is to avoid being exposed to the virus that causes COVID-19.
- Stay home as much as possible and avoid close contact with others.
- Wear a cloth face covering that covers your nose and mouth in public settings.
- Clean and disinfect frequently touched surfaces.
- Wash your hands often with soap and water for at least 20 seconds, or use an alcohol-based hand sanitizer that contains at least 60% alcohol.



## Practice social distancing

- Buy groceries and medicine, go to the doctor, and complete banking activities online when possible.
- If you must go in person, stay at least 6 feet away from others and disinfect items you must touch.
- Get deliveries and takeout, and limit in-person contact as much as possible.



## Prevent the spread of COVID-19 if you are sick

- Stay home if you are sick, except to get medical care.
- Avoid public transportation, ride-sharing, or taxis.
- Separate yourself from other people and pets in your home.
- There is no specific treatment for COVID-19, but you can seek medical care to help relieve your symptoms.
- If you need medical attention, call ahead.



## Know your risk for severe illness

- Everyone is at risk of getting COVID-19.
- Older adults and people of any age who have serious underlying medical conditions may be at higher risk for more severe illness.



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[cdc.gov/coronavirus](https://cdc.gov/coronavirus)

## STUDENT EXPECTATIONS

The following rights and responsibilities have been derived from Chapter 12, Pennsylvania Code, Title 22, Education (1984).

### Student Responsibilities

Student responsibilities include regular school attendance, conscientious effort in classroom work, and conformance to school rules and regulations. Most of all, students share with the administration and faculty a responsibility to develop a climate within the school that is conducive to wholesome learning and living.

No student has the right to interfere with the education of his fellow students. It is the responsibility of each student to respect the rights of teachers, students, administrators, and all others who are involved in the educational process. Students should express their ideas and opinions in a respectful manner.

Students are responsible for any financial obligations that they have incurred during their schooling at Middle Bucks Institute of Technology as outlined in this handbook. Seniors who have outstanding obligations will not receive a Certificate of Achievement and their Student Mastery Report from Middle Bucks Institute of Technology.

Any educational opportunity which is sponsored by MBIT (e.g., field trip, cooperative education experiences, shadowing, etc.) must adhere to all school policies. This includes the school's no tobacco policy.

It is the responsibility of the students to:

- comply with all local, state, and federal laws.
- be aware of all rules and regulations for student behavior and conduct themselves accordingly.
- assume that until a rule is waived, altered, or repealed in writing, it is in effect.
- assist the school staff in operating a safe school by exhibiting self-discipline and encouraging others to do so.
- share responsibility for maintaining a positive learning environment by volunteering information in matters relating to the health, safety and welfare of the school community and the protection of school property.
- dress and groom to meet established standards and not to cause disruption to the educational processes.
- exercise proper care and respect when using public facilities and equipment.
- attend school daily and be on time to all classes and other school functions.
- pursue and attempt to satisfactorily complete the courses of study prescribed by Commonwealth and local school authorities.

### Student Rights

Guardians of all students between the ages of 8 and 17 are required by the compulsory attendance law to ensure that their child(ren) attend an approved educational institution, unless legally excused. Students who have not graduated may not be asked to leave school merely because they have reached 17 years of age if they are fulfilling their responsibilities as students. A student may not be excluded from the public schools or from extracurricular activities because of being married or pregnant.

Education is a statutory right, and students must be afforded all appropriate elements of due process if they are to be excluded from school.

Students have the right to express themselves unless such expressions materially and substantially interfere with the educational process, threaten immediate harm to the welfare of the school or community, encourage unlawful activity, or interfere with another individual's rights.

Students have a right to confidential communications with school personnel. However, where the health, safety, or welfare of the students or other persons is clearly in jeopardy, confidential information may be revealed to the student's parents or other appropriate authorities.

In addition, students have a right to:

- a safe, meaningful learning environment.
- an appropriate and challenging curriculum.
- protection from physical or verbal abuse.
- be disciplined in private, when possible.

## STUDENT RECORDS

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age (“eligible students”) certain rights with respect to the student’s education records. These rights are:

1. The right to inspect and review the student’s education records within 45 days of the day the Middle Bucks Institute of Technology (MBIT) receives a request for access. The parents or an eligible student should submit a written request that identifies the record(s) they wish to inspect to the Administrator responsible for the program area. MBIT will arrange for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate or misleading. A written request that clearly identifies the part of the record they want changed and specifies why it is inaccurate or misleading must be provided. If MBIT decides not to amend the record as requested by the parent or eligible student, written notification of the decision advising them of their right to a hearing regarding the request for amendment will be provided. This will include information regarding the hearing procedures.
3. The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by MBIT or one of its participating districts as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Executive Council School Board or Joint Operating Committee; a person or company with whom MBIT has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, MBIT discloses education record without consent to officials of another school district in which a student seeks or intends to enroll.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

**Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-4605**

## **PUBLIC RECORDS**

The Executive Council recognizes the importance of public records as the record of the school's actions and the repository of information about this school. The public has the right to access and procure copies of public records, with certain exceptions, subject to law, Executive Council policy and administrative regulations. S.B.P. 801

### **Notice for Directory Information**

The Family Educational Rights and Privacy Act (FERPA), a federal law, requires that MBIT, with certain exceptions, obtain your written consent before the disclosure of personally identifiable information from your child's education records. However, MBIT may disclose appropriately designated "directory information" without written consent, unless you have advised the school to the contrary in accordance with school procedures. The primary purpose of directory information is to allow MBIT to include this type of information from your child's education records in certain school publications. Examples can include, but are not limited to, brochures showing a student's role in a project or presentation, annual reports, honor roll, graduation programs or other recognition lists.

NOTE: It is imperative that you notify MBIT of any change in address, phone numbers, or e-mails immediately. Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require schools receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA) to provide military recruiters, upon request, with three directory information categories - names, addresses and telephone listings - unless parents have advised the school that they do not want their student's information disclosed without their prior written consent.

If you do not want MBIT to disclose directory information from your child's education records without your prior written consent, you must notify the school in writing by October 1 of each new school year. MBIT has designated the following information as directory information (Note: MBIT may, but does not have to, include all the information listed below):

- Student's name, address, and telephone listing
- Participation in officially recognized activities and sports
- Electronic mail address
- Photograph
- Degrees, honors and awards received
- Date and place of birth
- Major field of student
- Dates of attendance
- Grade level

## **STUDENT GRIEVANCE/COMPLAINT PROCEDURE**

Consistent with school policy #219, should a student have a serious grievance/complaint that directly affects his/her participation in the educational program at MBIT, the student should first make the complaint known to the teacher of the program or the School Counselor. Either party shall attempt to resolve the issue informally and directly. If the complaint is not adequately resolved at this first level, the student shall prepare a written statement detailing the nature of the complaint and the facts surrounding the complaint. The complaint shall be submitted to the Administrator who will review the complaint and meet directly with the student to resolve the issue. If unresolved at this level, the complaint may then be forwarded on to the Administrative Director and then, ultimately, to the Executive Council for review. The student may seek the help of a parent or guardian at any step of the complaint process.

## **STUDENT EVALUATION AND GRADING**

The purpose of the evaluation and grading procedure is to accurately measure student achievement and communicate the rate of achievement to both students and parents on a continuous basis. Evaluation and grading shall be criterion referenced and outcome oriented, in accordance with Policies #105, #111, and #213. Parents and guardians may view student grades by signing into the Parent Portal.

### **Grading Components**

Competence in the work place involves the ability to use knowledge, perform skills, and exhibit positive attitudes. Consequently, evaluation and grading include measures from each of these three domains. Following are some examples of how each domain is assessed.

#### **1. Knowledge/Theory**

Assessment of this domain may use written evaluations and should include, but is not limited to, written tests and quizzes, oral tests and quizzes, written and oral reports, homework, and safety tests.

#### **2. Skills**

This portion of the grade is determined by the number of skills (i.e., tasks/competencies) completed and the level of achievement at which the skills were completed (i.e., the quantity and quality of work completed). Assessments of skills occur using performance assessment instruments (i.e., rubrics, rating scales, and check lists) and are included in every learning guide. Skill assessment includes, but is not limited to, demonstration of safety practices, operation of equipment, use of hand/power tools and instruments, completion of projects and jobs, live work, basic skill competencies, and experiments.

#### **3. Employability Skills**

This portion of the grade is determined by the student's ability to consistently demonstrate behaviors that are required by school and industry. The following factors serve as a minimum in qualifying this very important domain: promptness or tardiness, dress, safety equipment, preparedness, attendance and dependability, enthusiasm/initiative, the ability to work as a team member (i.e., peer relationship), lab clean up, safe work habits, appropriate language, student notebooks/portfolios, time on task, and the ability to follow rules and teacher directives.

#### **4. Computation of Interim Progress Grades for Cooperative Education students**

For students on active co-op assignment only: The "Progress" category will have 4 choices for instructors,

“O, S, N, and U”. This represents Outstanding, Satisfactory, Needs Improvement, and Unsatisfactory. This letter grade is only provided at the time of the Interim Progress Reports.

### 5. Computation of Quarterly Grades

Unless otherwise approved by administration, the weighing of grading components for each marking period occurs as follows:

- Knowledge 35%
- Skill/Application 40%
- Employability 25%

### 6. Computation of Final Grades

All final grades are in numerical form and can be translated into a letter grade using the following scale:

A+ = 97-100	A = 93-96	A- = 90-92
B+ = 87-89	B = 83-86	B- = 80-82
C+ = 77-79	C = 73-76	C- = 70-72
D+ = 67-69	D = 63-66	D- = 60-62
F = 0-59	IN = Incomplete	NG = No Grade
WP = Withdrawn Passing	WF = Withdrawn Failing	M = Medical

For computation purposes, a student cannot receive less than a 40% during the first three marking periods. During the last marking period only, teachers may give any percentage grade (i.e., 0% -100%).

Therefore, a student's final grade is based upon the numerical average of all four marking periods.

Students receiving two consecutive marking periods of failing marks may receive an overall failing grade, regardless of their numerical average. Students who wish to transfer to a different program shall have a 70% in the current program or administrative approval to be eligible. In addition, students must successfully complete 75% of the technical competencies each year of the program in order to be eligible to be promoted to the next level.

### Occupational Assessment (NOCTI)

Similar to the state-mandated PSSA test students take to assess their academic skills, career and technical students are assessed in their occupational area of study during their senior year. This state-mandated test is developed by the National Occupational Competency Testing Institute (NOCTI). The NOCTI exam has a written and performance component. Business and industry representatives score the performance component of the exam. All seniors who by the end of the reporting school year, were reported as having earned or successfully completed at least 50% of the minimum technical instructional hours required for PDE program approval are required to take NOCTI. The only exceptions to this are those identified students who have an Individualized Education Plan (IEP) that specifically excludes the student from statewide assessments.

### Progress Reports

Students should receive informal progress reports from their instructor on a regular basis. Students should know their grade and should understand why they have earned a particular grade. If a student is unsure of his/her grade, the student should ask the teacher (in an appropriate manner) and give a reasonable time for the teacher to process the request (e.g., mark recent assignments, update grades, etc.). Students may discuss any discrepancies with their grades at an appropriate time (e.g., before or after class).

Students will receive a formal *Interim Progress Report* (IPR) approximately in the middle of each marking period. The student's parent/guardian will be notified via email &/or phone call when the IPR is available on the parent portal for review. Students will also receive a marking period grade after the marking period ends. Guardians should expect to receive formal progress reports eight times a year (4 IPRs and 4 marking period report cards). Guardians should contact the School Counselor (ext. 249) if they have not seen these formal progress reports.

### **Failures**

If it becomes likely that a student's last marking period percentage grade will be low enough to cause a failing grade for the year, the teacher should meet with the Administrator and School Counselor to discuss the specific circumstances. This meeting should take place in sufficient time to notify the parents and to counsel the student. Additionally, students who fail two consecutive marking periods will automatically receive a failing grade for the year. Students who ultimately do fail for the year will not be permitted to continue in that particular career or technical program.

### **Homework**

Homework is an essential component of the learning experience in each program and is required of all students who attend MBIT. Assignments should develop student responsibility, self-discipline, study habits, and organizational skills. Homework should complement and supplement school instruction by providing practice and reinforcement as well as enrichment.

The teacher should review all homework assigned in a timely fashion and record it as part of the student's grade. Proper grammar, correct spelling, and content are components of the reviewing and grading process. MBIT recommends regular homework assignment, but no less than one (1) homework assignment per week. Homework should not be used as a punishment.

### **Extended School Day**

At times, students may desire to stay at Middle Bucks beyond their scheduled class time. In order to do so, students must receive prior approval by their instructor, MBIT administration, and their participating sending school before remaining at Middle Bucks.

### **Course Credit**

Since students attending Middle Bucks come from different school districts, individual districts determine credits for each program. Middle Bucks issues grades for coursework while each school district determines credit, according to their school district policy. Each school district establishes the weighting of programs. Students should see their sending School Counselor if they have any credit concerns.

### **SENIOR AWARDS AND RECOGNITION CEREMONIES**

Seniors who have completed at least one year in a technical program at Middle Bucks may participate in the school's awards and recognition ceremonies. Traditionally, these events are at the end of the school year and the student's family is invited to attend. Students who are serving an out-of-school suspension or have outstanding debts may not participate in these events. The school administration reserves the right to prevent any student from participating in these events if circumstances warrant such decision. In these instances, the school will notify the student and parent about the decision.

## **EDUCATIONAL FIELD TRIPS AND CLINICAL EXPERIENCES**

Educational field trips and clinical experiences are intended to provide opportunities to further enrich the educational process for students. Therefore, teachers will provide a related assignment for students to complete, creating structure and meaning to the field trip or clinical experience. These assignments are considered part of the student's evaluation process and part of the student's overall grade.

The school's administration and Executive Council approve all field trips and clinical experiences. Students must complete the appropriate Field Trip permission form and receive written approval from their parent/guardian in order to participate in a field trip.

All students participating in the field trip/clinical experiences must travel to and from the field trip on school-provided transportation unless pre-approved by the administration. Students are not permitted to drive their own vehicles on field trips or clinical experiences. Costs related to field trips are the responsibility of the student.

Students who are participating in a clinical experience must meet the following criteria in order to participate:

1. Must have a 75% average
2. No major discipline issues (no ISS or OSS)
3. Attendance not to exceed 10% of the total enrollment days at the time of the clinical experience.
4. No referrals to the Student Intervention Center in the two-week period prior to the date of the clinical experience.

## **CAREER AND TECHNICAL STUDENT ORGANIZATIONS (CTSOs)**

Middle Bucks Institute of Technology expects all of its students to participate in SkillsUSA, a national organization for career and technical students. Students may also participate in additional student organizations such as HOSA (Health Occupations Students of America), PBA (Pennsylvania Builders Association), and FFA (Future Farmers of America). CTSOs promote leadership, professional development, and awareness of democratic processes.

The CTSOs hold social events, participate in community projects, and assist in school-sponsored activities. The organizations also hold local, state, and national competitions in all of the career and technical areas. Students who are active members have the potential of earning scholarships or other financial awards. Each program at Middle Bucks elects class representatives who may become an elected officer. These students have the opportunity to run as state or national officers. The annual activity fee for students is \$25.00, which includes membership in SkillsUSA.

All students participating in CTSO sponsored trips must travel to and from the destination on school-provided transportation unless pre-approved by the administration. Students are not permitted to their own drive vehicles on CTSO sponsored trips. Costs related to trips are the responsibility of the student. Students must complete the appropriate permission form and receive written approval from their parent/guardian in order to participate in a trip.

The administration approves all permission forms based on the following criteria:

1. Academic standing - minimum of a C average
2. Attendance - unexcused and excused absences not to exceed 10% of total enrollment days as of the due date of the permission form
3. No Out of School Suspensions

4. No outstanding financial obligations owed to MBIT

In addition, MBIT has a chapter of the National Technical Honor Society (NTHS). Students can be nominated by his/her teacher once they are a 200 level student and meet all of the criteria for induction.

## STUDENT SERVICES

### Guidance Services

If a student expresses an immediate and urgent need to see the School Counselor or a teacher determines a student needs immediate assistance, the teacher should issue a pass and permit the student to go to the Main Office. If the School Counselor is unavailable, the student may meet with another staff member from Student Services. Teachers will use good judgment in determining if the student needs immediate assistance or if the student can schedule an appointment to meet with the appropriate staff member at a more convenient time.

#### *Student/Teacher Referral*

All requests for non-emergency counseling should be made via a phone call to the School Counselor. The student will be notified of an appointed date and time by the School Counselor via a phone call or e-mail to the instructor. If the student is absent or cannot keep the appointment, the student will be sent to the Main Office to reschedule the appointment.

#### *Teacher/Parent Conferences*

All teacher/parent conferences involving behavioral issues or other concerns with a student may include the School Counselor, Special Education Teacher or an Administrator.

#### *Student Career Objective*

The Pennsylvania Department of Education requires that every student enrolled in career/technical education have a career objective on file at the school. The School Counselor will use the *Student Career Objective Questionnaire* to gather this information. The forms are maintained in each student's file. The forms are updated annually during the period of attendance at MBIT.

### Work-Based Education Teacher/Coordinators

#### *Employment ~~Placement Service~~ Assistance*

MBIT ~~provides assistance to enrolled students in securing employment. has established an Employment Placement Service in order to assist enrolled students in securing employment.~~ If a student wishes to utilize this service, appointments may be made to see one of the Work-Based Education Teacher/Coordinators.

#### *Work-Based Education*

Work-based education at MBIT supplements and enriches a student's program of study and provides a transitional experience to prepare for entry into an occupational field or college. It provides students with breadth and depth in their career or technical program. Business and industry also benefit from work-based education which helps to provide a pool of qualified technicians. Collectively, the school and business/industry as partners can better prepare students and address labor market needs than can either on their own.

#### *~~Apprenticeships~~ Other Services*

Students have the opportunity to participate through the Federal Bureau of Apprenticeship and Training and the Pennsylvania Apprenticeship and Training Council in a number of the trade areas. Students may also participate in shadowing experiences, clinical experiences, externships and internships.

~~The apprenticeship programs are sponsored jointly by employers and labor organizations. Middle Bucks Institute of Technology, through our work-based education department, helps to establish registered apprenticeships and provide students with a head start toward their journeyman certification.~~

~~Work-based education includes cooperative education programs, shadowing, internship, apprenticeship, clinical, and capstone experiences. All-Each of these experiences are integral components to the overall educational philosophy of Middle Bucks Institute of Technology.~~

### **Cooperative Education - Application and Approval**

If the student is a minor, a work permit must be obtained. This is issued at the student's home school. A *Cooperative Education Training Agreement* must exist and be signed by the student, employer, the MBIT teacher, sending School Counselor, parent or guardian, and Work-Based Education Teacher/Coordinator. The student must have a social security card.

Students will be eligible for a cooperative education position based upon the completion of the *Cooperative Education Teacher Recommendation* form and approval by a coordinator. Attendance records, grades, behavior, and student readiness will be variables considered. The student's performance and ability to benefit from such an experience are paramount. Students must provide their own transportation.

Following are some minimal requirements for students wanting to participate in paid cooperative educational experiences.

- Employment must be in the student's career field and the experience must provide the student with valuable and meaningful learning.
- The training site must meet established criteria and be approved by the Work-Based Education Teacher/Coordinator responsible for that program.

A student is not considered enrolled in a cooperative education experience until written notification has been provided to the teacher, employer, and student.

While participating in a cooperative education experience, the student must fulfill the following requirements:

- The student must attend class at MBIT once a week, at the specified time, for a minimum of one hour.
- The student must have consistent attendance and no excessive tardiness at the training site and his/her participating school.
- When absent from the job, the student is required to inform the employer and the Work-Based Education Teacher/Coordinator in advance.
- When held, the student is required to participate in a banquet at the end of the school year. The student is responsible for the cost of his/her meal and that of his/her guest (i.e., employer).

Students may be withdrawn from the cooperative education experience if:

- the job is a non-beneficial experience for the student.
- academic grades fall below a "C" average.
- the student has excessive absences or tardiness at home school or on the job.
- the student does not abide by the terms of the training agreement and program requirements.
- an employer is unhappy with the student's performance and requests the school to withdraw the student or directly terminates his/her employment.

*If a student withdraws from the cooperative education experience, he/she is obligated to report to his/her regular MBIT class/lab area on a regular attendance schedule.*

### **Special Education/Instructional Support Services**

The Special Education staff at MBIT provides assistance for any student who may have barriers to learning. ~~These may be students who, for a variety of reasons, are currently not succeeding in the program at Middle Bucks.~~ The Special Education staff consists of a team of Special Education Teachers and a number of instructional assistants. The staff attempts to:

- assist in the implementation of a student's Individualized Education Plan (IEP).
- provide direct assistance in the laboratory by reinforcing the development of specific occupational skills and safety.
- ~~modify~~adapt, develop, or acquire additional related career/technical instructional materials.
- assist teachers in developing methods necessary to work effectively with students who are experiencing barriers to learning.
- provide academic services to students who require help with reading, writing, and math.
- make arrangements for peer tutoring.
- perform assessments of identified students to determine their appropriate placement in an approved career or technical program.

Teachers may refer students to a Special Education Teacher whenever it is deemed that one of the above services may be needed by a student to have a successful educational experience. Students are expected to request additional assistance when needed as well.

### **Student Assistance Program (SAP)**

At times, students are referred to Student Services staff for reasons that may be preventing them from learning. The SAP is a confidential process that is designed to help those who need assistance in overcoming specific barriers that impede the learning process. These "barriers to learning" may warrant further investigation through the formal Student Assistance Program process. Referrals may come from any staff member. The School Counselors will handle all referrals and will then direct the information to the student's sending school Student Assistance Program.

### **Student Intervention Center (SIC)**

The Student Intervention Center (SIC) provides assistance and support to students who exhibit continuous inappropriate behaviors that impede the student's success and/or disrupt the learning process of others. The purpose of this assistance and support is to help students develop self-discipline and the skills necessary to react in a more positive manner while in the educational environment. The SIC is designed as a positive approach to helping students who exhibit self-defeating behaviors. Students may be required to complete a behavioral learning assignment or a class assignment. Any behavioral learning assignment completed by the student will remain in the student's discipline file. Any class work is forwarded to the student's instructor. Should a student be absent on a day he/she is assigned to the SIC, the assignments will carry over to the next day the student is in school. Students in SIC may be required to meet with an Administrator or may be required to enter into a behavioral agreement as outlined in this handbook. A parent conference may result from repeated visits to the SIC.

### **Threat Assessment Team**

In June of 2019, legislation was enacted to assist schools in creating safer environments. One of the acts, Article XIII-E, Threat Assessment was added to the Pennsylvania School Code.

The law states that each school entity (school district, intermediate unit, area career and technical school, charter school, regional charter school, or cyber charter school) shall establish at least one threat assessment team. In accordance with the legislation, the School Safety and Security Committee (SSSC), Pennsylvania Commission on Crime and Delinquency (PCCD), and key stakeholders from across Pennsylvania developed model procedures and guidance materials to help local schools establish and operate threat assessment teams.

In accordance with this law, a Threat Assessment Team has been developed at MBIT. Threat assessment is not designed to replace existing supports, referrals, and services provided through other school-based intervention efforts like SAP, suicide prevention and awareness, Safe2Say Something Crisis Teams, etc. MBIT promotes and monitors coordination between its Threat Assessment Team(s) and other school-based teams to ensure appropriate referrals and responses, including evaluating relevant data and conducting after-action reviews to identify and learn from successes and challenges. Threat Assessment Teams are responsible for the assessment of and intervention with students whose behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community, or others.

The Pennsylvania Commission on Crime and Delinquency defines a threat as, “a communication or behavior that indicates an individual poses a danger to the safety of school staff or students through acts of violence or other behavior that would cause harm to self or others. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means. These actions can be considered a threat regardless of whether it is observed by or communicated directly to the target of the threat or observed by a third party, and regardless of whether the target of the threat is aware of the threat.”

The ability of the Threat Assessment Team to respond and intervene to a potential threat early is contingent upon the reporting of potential threats immediately. If a student, parent or guardian, or any school staff member has concerns about a possible threat posed by an individual, they should report the concern immediately through any of the following avenues:

- Contact MBIT Administration directly
- Complete a Safe2Say Referral to remain anonymous
- Contact a School Counselor

More information on MBIT’s Threat Assessment Team can be found on the school’s website.

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## **SAFE2SAY SOMETHING**

Our students often are aware of the problems their peers are facing, so we must empower them to know the danger signs and give them the tools to help each other with the assistance of trained and caring adults. As you know, most conversations are taking place on social media, therefore it is critical that we teach our students to be looking out for one another as these digital conversations are taking place. S2SS teaches them what to look for in text, video and photos while empowering them to act quickly to help a fellow student.

The S2SS program is being provided through Sandy Hook Promise (SHP), a nation-wide non-profit organization. SHP’s programs are in 50 states – with 10,000+ schools and over 5.5 million students and adults trained. They have a track record, reputation, and knowledge of how to work effectively with kids, parents, and teachers to improve school safety and culture. The program is age-appropriate and research-

based. They also have funding to provide and sustain the program at NO COST to our school (and all schools statewide).

We anticipate that S2SS will help stop school shootings, suicides, and gun threats; it will help reduce bullying and cyberbullying; help intervene upon cutting, drug use, racial conflicts, and other violent and victimization acts.

Students and parents can access further information on our website ([www.mbit.org](http://www.mbit.org)) or make a report by downloading the App (Safe2Say).

## ATTENDANCE

The Attendance Policy at Middle Bucks conforms to the Pennsylvania School Code sections 1326 and 1333 that states “every child of compulsory school age having legal residence in this Commonwealth is required to attend a day school in which the subjects and activities prescribed by the standards of the State Board of Education are taught.” It is even more critical that students attend regularly at Middle Bucks, due to the "hands-on" nature of the programs. Attendance in school is a direct indicator to employers as to what they may expect from a student. Employers are just as interested in attendance as in grades.

Ten (10) days of cumulative lawful absences verified by parental notification will be permitted during a school year. Absences beyond ten (10) days may require an excuse from a physician. In cases when a physician’s note is required, absences not documented by a physician’s note will be considered unlawful. Missed work cannot be made up for full credit until an excuse note is received.

In serious attendance situations, Middle Bucks will coordinate, in conjunction with the sending district, an Attendance Improvement Conference to discuss the cause of the student’s excessive absences and develop a mutually agreed upon written Attendance Improvement Plan (AIP). This plan will be required when the student has accumulated three (3) unlawful absences and/or when a physician’s note is required for all absences. The purpose of the Attendance Improvement Plan is to improve school attendance and deter truancy through a comprehensive approach to consistently identify and address attendance issues as early as possible with credible intervention techniques.

**If a student is absent, a parent/guardian is required to provide verification within three (3) days of the student’s return to school. This can be provided in any of the following forms: a written note, a fax to 215-343-8626, an email to [Absent@mbit.org](mailto:Absent@mbit.org), completion of the attendance form on the school’s website, or via telephone to 215-343-2480, extension 107. *Please note that excuse notes or calls to the home school are not forwarded to our attendance office, therefore Middle Bucks must be notified separately.***

Examples of absences from school considered to be “excused” include:

- Illness or quarantine
- Death in the family
- Educational trip or family travel; limited to five (5) days. Requires prior written request and approval of MBIT administration
- Emergency reason as approved by MBIT administration
- Religious holidays
- Suspension from school
- Required court appearance
- Post-secondary school visitation as approved by MBIT administration.
- Attendance at school approved activities (including sports) subject to prior administrative approval

from both MBIT and the sending district

An absence from school shall be determined to be “unexcused” for the following but not limited to:

- Willful or neglectful failure to come to school
- Truancy
- Employment
- Parent neglect
- Oversleeping
- Missed bus
- Car problem
- Hunting or fishing
- Shopping
- Childcare or other work at home
- Visiting relatives or friends
- Volunteer fire calls

The Attendance Officer will contact a student's parent or guardian. This is usually done using the school's automated dialing system.

If a student needs to leave school for an early dismissal, the parent or person designated in our computer system (Power School), must present a valid photo identification.

Students who miss the bus must remain at the sending school, obtain permission from an MBIT administrator to drive, or receive a ride from a parent or guardian. Students are not permitted to drive to Middle Bucks without prior approval from an MBIT administrator.

**Students are expected to attend Middle Bucks when school is in session even if their home school is closed. Alternate transportation is usually provided by the students' sending school district; the alternate transportation plans can be found on the sending school districts' websites.**

### Missed Assignments

Every student will have the opportunity to make up any missed assignments for excused absences regardless of the reason for the absence. This should be arranged with the individual teacher. All work must be made up by the student on his/her own time and completed by the deadline established by the instructor.

- If the work is not made up, the student will receive no credit, and this will be reflected in his/her grade.
- Until the absence is verified, the student will not be permitted to make up any missed work for credit.
- **Any student who expects to be out for an extended period of time must assume responsibility in requesting assignments. The parent may also make requests.**

When students are absent from school or a class for a valid (excused) reason, they are responsible for contacting the teacher to make up the work. If a student is absent for an extended period, arrangements can be made with the instructor. **It is the student's responsibility to request make-up work and get it completed within the specified time.** A student whose absences are not verified may not receive credit for missed work.

### Absences

Any missing work that is not completed within the designated period shall be graded as a "0." A teacher may only issue an incomplete grade ("I") under extreme circumstances and after discussion with the School Counselor. Any incomplete grade which remains after two weeks after the end of the marking period converts to an "F" (40). Incomplete grades cannot be given for the fourth marking period.

Overall, attendance patterns are reflected in the employability component of the quarter grade.

### Unexcused Absences

Any student who does not attend Middle Bucks without legitimate verification (e.g., written documentation, parent phone call, etc.) is in violation of school rules. Consequences for unverified unexcused absences shall result in parent contact, home school contact, an attendance improvement conference and written plan, and/or referral to District Justice. The ~~new~~-law defines "truancy" as three (3) or more school days of unexcused absence during the current school year by a child subject to the compulsory school attendance law. The ~~new~~-law identifies "habitually truant" as six (6) or more school days of unexcused absences during the current school year by a child subject to the compulsory school attendance laws. Students who are habitually truant will be subject to an attendance improvement plan, a recommendation to withhold course credit for the student, possible truancy citation, and possible reassignment from the program.

### Unexcused Lateness

Students arriving to Middle Bucks after a home school bus would ordinarily arrive must report to the Attendance Officer and receive a late pass before going to class. Students will be admitted with an excused tardy slip if:

- A parent/guardian accompanies the student to the attendance office and gives a valid reason for being late.
- The student has written documentation to verify the lateness. The documentation must be signed by parent/guardian and the attendance office must verify the signature.
- The parent/guardian calls to confirm with the Attendance Office that their child will be late for a valid reason (as detailed previously). Written documentation must be provided to the attendance office within three school days of the student's lateness.

Because lateness is a major interruption in the educational process, it will be monitored closely. Students who are late to class and/or school without an excused reason will receive an unexcused Tardy. Students who are Tardy with no accepted excuse on more than 10% of scheduled days are considered excessively late and will receive progressive consequences, including a suspension or permanent loss of driving privileges.

### Behavioral/Attendance Agreements

When it is deemed that a student has demonstrated a pattern of aggressive behavior, disruptive behavior, or has poor attendance, the Administrator may direct the development of a behavioral agreement or an attendance agreement. This should include the following components:

- The School Counselor or Special Education Teacher (when appropriate) shall develop a written behavioral or attendance improvement plan and review its contents with the Administrator for approval.
- A meeting with the student, parent, and instructor will be scheduled and facilitated by the School Counselor and/or Special Education Teacher (if a special needs student) to review and sign the behavioral agreement and/or attendance improvement plan. Consequences of violating the behavioral agreement and/or the attendance improvement plan will be clearly stated in the agreement.

The School Counselor or Special Education Teacher and student will meet on a regular basis to discuss the student's progress in fulfilling the requirements of the behavioral agreement and/or attendance agreement. The teacher will also monitor the student's progress and provide input to the School Counselor/Special Education Teacher.

### MEDICAL

It is the responsibility of Middle Bucks Institute of Technology to provide the healthiest and safest environment possible for all students and staff. However, it is the parent's responsibility to provide a place for their child when he/she becomes sick. The certified school nurse is available to care for your child for an illness or injury occurring while at Middle Bucks Institute of Technology.

Please encourage your child to be seen in the Health Office if they're not feeling well and to refrain from calling you via their cell phone. If the school nurse determines the student needs to go home, the nurse will contact the parent/guardian.

In an effort to help protect the school community from unnecessary illness, please keep your child at home if any of the following are present:

- Illness that prevents a student from participating in activities
- An elevated temperature of 100.0 degrees or more in the last 24 hours
  - Student may not return to school until fever free for 24 hours without the use of fever reducing medication (Tylenol/Motrin)
- Has vomited in the last 24 hours
  - Student may return when appetite returns to normal and there is no more vomiting for 24 hours
- Repeated episodes of diarrhea in the last 24 hours
  - Student may return to school when diarrhea free for 24 hours
- Suspected pink eye (conjunctivitis)

### MEDICATION DISPENSING

All medication, both prescription and non-prescription, must be kept in the school health office. **No medication will be administered to any student without proper completion of the Medication Dispensing Form.** The form should also be used for non-prescription drugs when prescribed by a physician or dentist. Medication will be administered to students during school hours only when such medication is needed by the student to remain in school. All medication to be administered by school personnel must be delivered in the original and properly labeled container directly to the school health office, school principal or his/her designee in its original prescription container along with a Medication Dispensing Form. Medication in baggies, aluminum foil, envelopes, old pill container or other family members' bottles is not acceptable and will not be administered.

**SPECIAL NOTE:**

Prescribed drugs and medicines brought to school must be registered with and taken in the presence of the School Nurse. A note from either the parent, guardian, or attending physician, which gives permission to the School Nurse to supervise the taking of the medicine must accompany the student and be presented to the School Nurse or must be in the hands of the administration before the taking of a prescribed drug will be permitted. The only exception to this policy applies to students directed by a physician to carry an inhaler or EpiPen on their person. A copy of the physician's order must be on file in the school health office.

Any student that is required to take medication or drug of any type during school hours or while on school premises is required to notify the School Nurse. The medication or drug should be delivered to the School Nurse. A complete check may be made to determine whether it is necessary for the medication to be taken during school hours. If students must take the medication during the school day, the procedure is as follows: The School Nurse shall obtain accurate information regarding the medication. All medication must be accompanied by authorization in writing (MBIT Medication Form). The form giving the student's name, the time, amount, duration, and the name of the medication, must be signed by the parent and physician. The medication itself must be in a container with a label having the following information: the student's name, the time, amount, duration and name of the medication, and the prescribing physician's name. All prescribed medication must have pharmacy label.

Only medications which are absolutely necessary during the school day will be administered. Except in an emergency, no medication will be given during the first period of the day in absence of written instructions from the student's physician.

**DRUGS AND ALCOHOL**

Students are prohibited from possessing, using, distributing, manufacturing, or being under the influence of any controlled substance and/or alcoholic beverage while on school property during the school day as well as any school sponsored activity. Also prohibited is the distribution or possession of any drug paraphernalia and/or drug look-alikes. (Examples: to include but not limited to are marijuana, K2, hash, THC-based vape juice, steroids, chemical solvents, capsules and pills not approved and registered by the health office, and any look-alike chemical.)

Middle Bucks recognizes its responsibility to protect the health, safety, and welfare of all students as well as maintain and improve the rapport among students and staff. The school and its employees shall be committed to the enforcement of all existing laws, regulations, and guidelines as adopted by federal, state, local, and school authorities. In cooperation with each of the sending schools, Middle Bucks will work to educate, prevent, and intervene in the use of drugs and alcohol by students enrolled at the school.

In all situations, strict confidentiality will be maintained and all parties involved will share in this responsibility. Information will be limited to all initial parties who have knowledge of the situation and will only be extended to the appropriate medical personnel, school administrators and School Counselor, local law enforcement agencies, and parents/guardians.

All incidents involving drugs or alcohol will be referred to the sending school administration for referral to appropriate Student Services, such as Student Assistance Programs (SAP) and/or the Council of Southeast PA, Inc.

**HARASSMENT**

Middle Bucks Institute of Technology strives to provide a safe, positive learning climate for students in the school. Therefore, consistent with Title IX and MBIT Policies #248 and #348, unlawful harassment including ethnic and sexual harassment and discrimination by any employee, student, contracted individuals, vendors, or volunteers is prohibited. MBIT is committed to maintaining an educational environment in which harassment in any form, including bullying/cyber bullying, hazing and discrimination, is not tolerated.

The term *harassment* includes, but is not limited to, repeated, unwelcome and offensive slurs, jokes, or other verbal, graphic or physical conduct relating to an individual's race, color, religion, ancestry, sex, sexual orientation, national origin, age or handicap/disability which creates an intimidating, hostile or offensive educational environment. Harassment deprives a student of educational aid, benefits, services, or treatment. Such conduct has the purpose or effect of substantially interfering with the student's school performance or creating an intimidating, hostile or offensive educational environment.

*Ethnic harassment* includes the repeated, unwelcome, and offensive use of any derogatory word, phrase, or action characterizing a given racial or ethnic group that creates an intimidating, hostile, or offensive educational environment.

*Sexual harassment* consists of unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, explicitly or implicitly, a term or condition of a student's academic status.
- Submission to or rejection of such conduct is used as the basis for academic or work decisions affecting the individual.
- Examples of sexual harassment include, but are not limited to, sexual flirtations, advances, touching or propositions; verbal abuse of a sexual nature; graphic or suggestive comments about an individual's dress or body; sexually degrading words to describe an individual; jokes, pin-up calendars, objects, graffiti, vulgar statements, abusive language, innuendoes, references to sexual activities, overt sexual conduct, sexting (text messaging with content of a sexual nature), or any conduct that has the effect of unreasonably interfering with a student's ability to work or learn or which creates an intimidating, hostile or offensive learning or working environment.
- *Hazing* is defined as "harassing by exacting unnecessary or disagreeable work" or an "initiation process involving harassment." Act 31 of 2016 expands current law to make hazing an offense when done to any person as a condition for initiation or admission into any organization.

### **Bullying/Cyber Bullying**

"Bullying" shall mean engaging in behavior that prevents or discourages another student from exercising his/her right to education. Bullying behavior is defined as intentional hurtful behavior perpetrated repeatedly over a period of time, in a relationship characterized by an imbalance of power (with regards to gender, physical or mental strength, social acceptance, etc.). Such prohibited behavior includes the use of threats, coercion, repeated harassment, abuse, oppression, intimidation against students, school personnel, or school visitors or exclusion of anyone physically, psychologically, socially or sexually. Such behavior is considered harassment or bullying whether it takes place on or off school property, at any school-sponsored function, or in a school vehicle.

- The law allows school entities to define bullying to encompass acts that occur **outside** a school setting if those acts meet the following criteria: (1) an intentional electronic, written, verbal or physical act, or a series of acts; (2) directed at another student or students; (3) that is severe, persistent or pervasive; and, (4) that has the effect of doing any of the following: (i) substantially interfering with a student's education; (ii) creating a threatening environment; or (iii) substantially

disrupting the orderly operation of the school.

- Cyber-Bullying shall mean bullying that occurs by use of electronic devices through means of e-mail, instant messaging, text messages, blogs, cell phones, apps, and websites.

The school will annually inform students, staff, and parents, through the publication of the student and staff handbooks, that unlawful harassment of students will not be tolerated. Additionally, Middle Bucks will provide training for students and staff concerning all aspects of unlawful harassment. Each student is responsible to respect the rights of their fellow students and to ensure an atmosphere free from all forms of unlawful harassment. Each staff member is responsible to maintain an educational environment free from all forms of unlawful harassment.

### **Reporting Harassment Concerns**

Middle Bucks Institute of Technology encourages students who have been harassed to promptly report such incidents to the designated employees as outlined in this policy. The school requires that complaints of harassment be investigated promptly and corrective action taken when allegations are verified. Confidentiality of all parties is maintained, consistent with the school's legal and investigative obligations. No reprisals or retaliation shall occur as a result of good faith charges of harassment. Students may report harassment complaints to their teacher, School Nurse or School Counselor, and/or Administrator. All employees who receive harassment complaints from a student shall report such to the Administrator. If the Administrator is the subject of a complaint, the student shall report the complaint directly to the Administrative Director.

When a student believes that s/he is being harassed, the student should immediately inform the harasser that his/her behavior is unwelcome, offensive, or inappropriate. If the unwelcome, offensive, or inappropriate behavior continues, the student shall follow the established complaint procedure.

Upon obtaining the written complaint from a student or staff member, the Administrator promptly conducts an impartial, thorough, and confidential investigation of the alleged harassment. In determining whether alleged conduct constitutes harassment, the totality of the circumstances, nature of the conduct and context in which the alleged conduct occurred shall be investigated. After investigating the complaint, the Administrator prepares a written report summarizing the investigation and recommends a disposition of the complaint. Copies of the report are available to the complainant, the accused, the Administrative Director, and others directly involved, by submitting a written request.

If the investigation results in a substantiated charge of harassment, the Administrator shall take prompt corrective action to ensure the harassment ceases and will not recur.

A substantiated charge against a staff member shall subject such staff member to disciplinary action and may include discharge. If it is concluded that a student has made false accusations, such students shall be subject to disciplinary consequences, consistent with the student discipline guidelines described in this handbook.

If the complainant or accused is not satisfied with the Administrator's decision, s/he may file a written appeal to the Administrative Director. The Administrative Director shall review the initial investigation and report and may conduct a reasonable investigation. The Administrative Director shall prepare a written response to the appeal. Copies of the response shall be provided to the complainant, the accused, Administrator, and others directly involved, as appropriate.

### **DATING VIOLENCE**

Middle Bucks Institute of Technology strives to provide a safe, positive learning environment for all students free from dating violence. Therefore, consistent with MBIT Policy #252, dating violence is prohibited at all times.

Dating Violence shall mean behavior where one person uses threats of, or actually uses physical, sexual, verbal or emotional abuse to control the person's dating partner.

Dating Partner shall mean a person regardless of gender, currently or previously, involved in an intimate relationship with another person, primarily characterized by the expectation of affectionate involvement, whether casual, serious or long-term. Students who have been subjected to dating violence are encouraged to promptly report such incidents to any staff member.

## **WEAPONS**

The Pennsylvania Criminal Code, §912, makes possession of a weapon on school property or on a school bus a first-degree misdemeanor that is punishable by a fine of up to \$10,000 and/or imprisonment of up to five years. The "weapon" can be any instrument or implement capable of inflicting serious bodily harm and specifically includes, but is not limited to, a knife, cutting instrument, cutting tool, a nunchaku, stick, firearm, shotgun, or rifle. MBIT also considers any student in possession of a weapon facsimile to be in violation of school policy.

Any student in possession of any of the above-mentioned instruments on school property will be subject to the policies of their sending school. This can include a ten-day out-of-school suspension from Middle Bucks Institute of Technology, referral to police and reassignment from Middle Bucks and/or expulsion.

## **Act 26 of 1995**

Act 26 of 1995, §1317.2, of Pennsylvania's School Code, states that a school district or career and technical school shall expel, for a period of not less than one year, any student who is determined to have possession, use or transfer of a weapon on any school property, any school-sponsored activity, or any public conveyance providing transportation to a school or school-sponsored activity. Weapons can be any instrument or implement capable of inflicting serious bodily harm and includes, but is not limited to, a knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, or rifle. The Administrative Director of Middle Bucks Institute of Technology may recommend discipline short of expulsion on a case-by-case basis. In the case of an exceptional student (i.e., student with an IEP), the school shall take all steps necessary to comply with the Individuals with Disabilities Education Improvement Act (Public Law 91-230, 230, 20 U.S.C. Section 1400 et seq.). Any expulsion would be conducted according to all applicable state regulations and the student's sending school policy.

## **SEARCHES AND/OR INSPECTIONS**

The Middle Bucks Executive Council authorizes administrators to conduct random searches including but not limited to the student's locker, desk, vehicle parked on school property, purse, pockets, clothing, or any other items based on reasonable suspicion of improper use.

In order to attempt to reduce or discourage the presence of weapons, dangerous materials, controlled substances, drugs, non-authorized medication, or alcohol, MBIT Board Policy #226 also authorizes the use of trained dogs with their handlers. Random inspection by the search dog may be announced or unannounced and may be made at the discretion of the school administrator. When administration has a reasonable suspicion that the item, locker, or vehicle contains material that

poses an immediate threat to the health, welfare and safety of students in the school, the student's possessions, including the student's vehicle parked on school property, will be searched with no prior warning required for that search. Law enforcement officials may also be contacted and involved in the search process.

#### **AUDIO-VISUAL EQUIPMENT**

Televisions and audio-visual equipment in the classrooms and laboratories are intended for educational purposes only. The use of films or cable programming shall be directly related to the approved curriculum. Students are prohibited from using this equipment without prior approval from their instructor(s). Under no circumstances may students view any film with no rating or that has a motion picture rating above "PG".

#### **CLASSROOM/LAB TELEPHONES**

The school telephones are for school-related business and should only be used by staff members or students obtaining permission by a staff member. As a rule, phones are not for student use. Use of phones by students to call other labs or for personal use is prohibited. Students who must use a phone for emergency purposes must obtain permission from a staff member. Teachers are expected to appropriately evaluate whether a student's request to use a school phone is truly an emergency and deny any requests that do not constitute an emergency.

#### **USE OF PERSONAL ELECTRONIC DEVICES (BYOD)**

The use of personal electronic devices on Middle Bucks Institute of Technology's network is permitted only on designated networks. When a user connects a personal electronic device to a School network or School technology resources, the guidelines identified in School Board Policy 815 – Acceptable Use of Electronic Resources apply. Users are subject to the same levels of monitoring and access as if a School-owned device were being utilized. Users who connect a personal electronic device to a School network explicitly waive any expectation of privacy in the content exchanged over Middle Bucks Institute of Technology's technology resources.

Student use of personal electronic devices in the classroom is at the sole discretion of the classroom teacher and may be prohibited by the teacher. If a substitute/guest teacher is present, use of personal electronic devices will be prohibited. Administrators may also prohibit the use of personal electronic devices in classrooms and common areas of the school if they are determined to be disruptive to the educational process. The use of personal electronic devices may be used in authorized areas or as determined by the Administrative Director as follows:

- For educational or instructional purposes.
- Before and after school, in the cafeteria or other common areas.
- Under extreme and/or emergency circumstances, which must be approved by the Administrative Director or designee. In such cases, the student's use must be supervised by a school professional.

The use of personal electronic devices may not be used in unauthorized areas or as determined by the Administrative Director, on the school's property, and while attending school sponsored events as follows:

- In locker rooms or bathrooms.

- To make an audio or video recording; unless directed by a teacher to do so as part of an educational assignment. (Including but not limited to cell phones, smart watches, GoPro style cameras, and drones.)
- During tests, examinations, and/or assessments, unless the teacher authorizes such use. When personal electronic devices are not permitted to be used during tests, examinations, and/or assessments they must be stored in closed items such as purses, backpacks, and lockers and may not be visible or turned on. For example, they may not be placed on the desktop, table or on an individual's lap.
- To cheat, engage in unethical conduct, and threaten academic integrity.
- To invade the privacy rights of any student or employee, violate the rights of any student or staff member, or harass, threaten, intimidate, bully or cyber bully any student, employee, or guest, or promote or engage in violence. Actions include, but are not limited to, taking an individual's photo without consent, recording an individual's voice or image without consent, or storing/accessing personal and/or academic information/data without consent.

The possession of non-school owned laser pointers, or laser pointer attachments by students are strictly prohibited by FThe Executive Council ~~strictly prohibits possession by students~~ on school grounds, at school-sponsored activities, and on buses or other vehicles provided by the school ~~any non-school owned laser pointers, or laser pointer attachments.~~

In accordance with the Video Voyeurism Prevention Act of 2004, secret videotaping or photographing of improper images or individuals without knowledge or consent is illegal and will result in an out of school suspension and a referral to police.

An inappropriate use of smart phone or personal technology devices will be addressed through the progressive disciplinary procedures beginning on page 33. In addition, MBIT assumes no liability for theft or damage of any smart phones or personal technology devices.

#### HALL PASSES

Any student who leaves the lab or classroom area must sign out and sign back in on a *Student Sign-Out Sheet*. Teachers will not excuse students from their assigned areas except for essential reasons. No more than one student at a time will be excused from a classroom. Students leaving their class must be given a hall pass.

#### STUDENT OBLIGATIONS (FINANCIAL & FORMS/DOCUMENTS)

Students are responsible for the proper use and security of any supplies, materials, tools, textbooks, forms, etc. assigned to them. Failure to submit or return these items to the school when requested will obligate the student to replace the item or pay for the cost to replace the item. Students who do not turn in the appropriate forms (e.g., Internet agreement, Health form, etc.) will not be permitted to participate fully in class activities and may be subject to progressive disciplinary consequences. Students are responsible for the costs of field trips, selected clothing and tools, and any fundraising items assigned to them. Failure to return or pay for these items shall be considered an outstanding obligation. Fines or penalties for tobacco possession, parking, etc. that are not paid will constitute an outstanding obligation. Students are also responsible for any damaged equipment that results from horseplay, vandalism, or carelessness.

The following procedures shall occur when an outstanding obligation exists:

- During the first month of school, students should submit any obligation to their instructor. Teachers will restrict the participation of students in CTSO events.
- Receipts should be issued and all monies collected must be turned into the Main Office each day.

- Seniors who have outstanding financial obligations will not participate in the Senior Awards or Recognition Ceremonies, or receive their Certificate of Achievement and Student Mastery Report.

#### **USE OF TECHNOLOGY (MBIT Owned and/or maintained)**

MBIT students who have access to technology shall abide by the rules set forth in MBIT Policy #815, Use of Technology. They will include the following procedures:

- Before accessing the Internet, all students will have appropriate Internet training and will read the Use of Technology Policy.
- Students will successfully complete a sequence of instruction, which will include but not be limited to instruction on network access, use, acceptable vs. unacceptable uses, network etiquette, social media guidelines, and the consequences of abuse of privileges and responsibilities.
- Students will indicate their agreement with the provisions of the policy by signing the *Internet Access User Agreement* form. A parent or guardian must sign the *Parent/Guardian Acknowledgment* form indicating his/her agreement with the policy and consent to allow his/her student to access and use the Internet.
- Teachers are responsible for overseeing the completion of all Internet agreement paperwork. After all paperwork is completed and collected, the original agreement forms will be maintained by Student Services and a list of those students will be submitted to IT Department. Teachers are not permitted to allow student's access to the Internet without all paperwork completed.

#### **Internet Filtering and CIPA Compliance**

Middle Bucks Institute of Technology utilizes content and message filters to prevent users from accessing material through School technology resources that has been determined to be obscene, offensive, pornographic, harmful to minors, or otherwise inconsistent with Middle Bucks Institute of Technology's educational mission.

Students may submit a written request that a legitimate website or educational resource not be blocked by Middle Bucks Institute of Technology's filters for a bona fide educational purpose. Such requests must be either granted or rejected within five (5) school days pursuant to the established procedure.

#### **PARKING PERMITS AND STUDENT DRIVERS**

Students are transported to and from MBIT in the district busses. The privilege of parking on school property is extended to juniors and seniors who meet the following criteria:

- Maintain a C or higher grade (IPR & MP grades)
- Absences not exceeding 10%
- Tardies not exceeding 10%
- No OSS
- Agree to attend MBIT on days when the sending school is closed

Parking is limited to the number of available parking spaces on our campus. The parking fee is \$25.00 which helps defray the cost for parking security. Only those students who qualify and properly register their vehicles are permitted to park on school property. Violation of parking/driving rules will result in a \$10.00 fine per occurrence and loss of driving privilege.

Students who have permission to drive on a regular or temporary basis must abide by the driving regulations outlined. Each vehicle must be registered and display a proper MBIT parking permit. Student drivers are NOT permitted to transport fellow students during the following times:

- AM MBIT Students – Passengers may not ride from MBIT to your sending school.
- PM MBIT Students – Passengers may not ride from your sending school to MBIT.

Exceptions to the Student Driving Passenger Policy will be made under the following circumstances:

- The transportation of a sibling
- Students with medical restrictions that temporarily prohibit transportation by bus (i.e.: concussion or broken leg).
  - A doctor’s note must be provided.
  - Approval from MBIT and the student’s sending school must be obtained.
  - Approval from the parent/guardian of the student driver and approval from the parent/guardian of the student passenger must be obtained.
- Student drivers wishing to bring passengers must complete a Passenger Approval Form which can be obtained from SIC.

By registering and/or parking a car on MBIT property, you are consenting to a search of the car upon the request of administration for the purpose of preventing its use for illegal purposes and to protect the welfare of the student body. The student’s signature on the Student Automobile Registration Application form is proof that the student received the STUDENT DRIVING AND PARKING RULES and that he/she assumes the responsibility for complying with these regulations.

**Temporary Parking Permits**

Temporary permits are available for medical appointments, days when MBIT is open but the sending school is closed or school-related activities where a parking permit is a necessity. To obtain a temporary parking permit, a student must provide a note from a parent or guardian requesting permission for their student to drive at least 24 hours in advance of the anticipated date. In addition, the student must sign their vehicle in at the Student Intervention Center (SIC). **Vehicles parked on MBIT property without a valid permit, or prior authorization are subject to a fine and/or other disciplinary consequences (i.e., detention, suspension, etc.)** Sophomores are not permitted to drive to MBIT.

**CONTINUOUS IMPROVEMENT SYSTEM**

Students are encouraged to participate in the Continuous Improvement System (CIS). This system enables MBIT to address issues/concerns within the organization utilizing the following courses of action:

- Define, measure and analyze
- Establish objectives
- Search for solutions
- Evaluate and implement
- Measure and verify
- Formalize changes

**How does the CIS work for students at MBIT?**

- A student recognizes a problem at MBIT.
- The student asks his instructor or the receptionist at the main office for a Continuous Improvement Form.
- The student fills out the form and submits it to the Main Office.
- The CIS manager checks the form and assigns the issue to a committee to work on the issue.
- The student receives a response and if necessary, the committee’s results are enacted.

Involvement of all staff and students is key to identifying ways to improve our school. The CIS will enable MBIT to establish a quality system where everyone is aware of their part in the organization by:

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- Providing consistency in the performance of work
- Ensuring that the most important functions are carried out
- Defining goals and objectives for quality
- Establishing records to prove your achievements and facilitate their repetition
- Discovering the causes of poor performance and minimizing or eliminating them
- Establishing a common language across the organization
- Providing accountability within the system rather than in a vacuum

## GENERAL SAFETY

As a career and technical center, our first concern is for our students' safety. Due to the large number of dangerous items at the school, Middle Bucks will not tolerate excessive horseplay and dangerous behavior. **Skateboards and Roller Shoes are not permitted on school grounds or in the building.** Behavior of this type may lead to removal of the student from the school. Consequences for these actions are outlined in this handbook. The following are some general safety guidelines.

### Exterior Doors

All exterior doors will be locked at 7:45 for the AM session and 11:30 for the PM session. Students shall not open any door to allow anyone to enter, even if it is a student they know. Any student arriving after these times should enter through the main entrance and report to the main office. Students exiting the building must do so through the doors in the main lobby or through the GG doors adjacent to the server room.

### Pest Management

In an effort to protect every student from pesticide exposure, Middle Bucks Institute of Technology has implemented Integrated Pest Management procedures to manage structural and landscape pests and the toxic chemical used for their control in order to alleviate pest problems causing the least possible hazard to people, property and the environment. Please contact MBIT's Facility Manager if you would like to be provided with notification of individual applications of pesticides.

### Automatic External Defibrillator (AED)

Certified staff members are the only persons authorized to use the school's Automatic External Defibrillator (AED). Provided the student has the proper certifications, a student can use the AED in the event of an emergency. Students tampering with the AED are subject to disciplinary action as outlined under "Endangerment."

### Hard Hats or Helmets

Hard hats or helmets should be worn whenever the possibility of injury exists because of falling objects. All students, teachers, and guests shall use hard hats during construction of the student-built house project.

### Eye Protection/Ear Protection

Wearing of safety glasses is required in the following lab areas at all times: HVAC & Plumbing, Collision Repair Technology, Automotive Technology, Residential Construction, Electrical Technology, and Welding Technology.

Safety glasses shall be worn in all other lab areas when students are using grinding wheels, working with

hot hazardous items, pounding or chipping, or working with hazardous materials or equipment. Teachers are expected to enforce the use of safety glasses and other safety devices for their labs.

MBIT will provide the first pair of safety glasses to students. Students are responsible for providing additional pairs. Students can purchase additional safety glasses during regular school hours in the School Store.

Ear protection shall be worn in Collision Repair Technology. Ear protection should also be worn in any lab or area where noise is a factor (e.g., Welding Technology, Residential Construction, etc.).

### **Matches and Lighters**

Students are not to carry matches, lighters or other highly flammable materials in the pockets of their work clothes, uniforms, etc. This is most important in those lab areas where hot sparks or particles may cause these items to be ignited. If a student is found to be in possession of matches and lighters, school personnel should confiscate the item. Any staff member who confiscates such an item should report the incident to the administration and turn in the item.

### **Clothing Requirements/Dress Code**

Middle Bucks expects students to dress in a safe and professional manner. Flip flops and open toed shoes are not allowed in the lab area. Dress should not distract the student or others from the learning process. Each teacher is responsible for enforcing the appropriate dress in his/her respective lab or classroom. At no time should any student be allowed in a work area without safe and professional dress. Students not prepared for lab work must be assigned to an area within the lab or classroom where guided study can take place. Disciplinary consequences may occur for students unwilling to comply with these requirements (see section on Disciplinary Guidelines and Consequences).

The Dress Code requires students to wear:

1. A uniform appropriate for the trade or profession, including required footwear.
- ~~2. Clothing that does not expose underwear or abdomen.~~
- ~~3. Skirts or shorts at the fingertips or longer when arms are held to side.~~
- ~~4. Shirts that cover cleavage (both front and rear), the back and torso up to the underarms.~~
- ~~5.2~~ Clothing that is free of pictures or wording that contains profanity, vulgarity, or the ridiculing of any person or group, or the reference to alcohol, tobacco, or illegal activity.
- ~~6.3~~ At no time are hats or hoods permitted in the theory rooms, classrooms or offices. Students may wear hats in the labs if appropriate for trade areas at the discretion of the teacher.

**If an administrator deems an article of clothing inappropriate, the student will be asked to cover the article of clothing or change into something that meets the code before being allowed to return to class.**

### **EVACUATION PROCEDURES**

There may be times when students and school personnel must evacuate the building. Students are to follow the directives of their teacher or other school staff. The staff at Middle Bucks will follow the procedures outlined in their Crisis Response Manual. Middle Bucks routinely practices emergency evacuation procedures in order for students and staff to be prepared in case of an emergency. Students and school personnel must safely exit the building quickly and move to the designated locations. Precious time and lives can be lost looking for people who are wandering. As with all safety procedures, we expect all students to approach fire drills with a sense of seriousness.

***ALL STUDENTS ARE TO REMAIN WITH THEIR CLASS.***

Should the fire alarm sound during the break between A and B session:

- The staff members assigned to monitor the cafetorium shall direct the students to exit from either the rear exit door, also designated as the handicapped exit, or the door near the restaurant.
- Students shall exit in an orderly, safe, and quiet fashion as quickly as possible and listen to the directives given by the area monitors.

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### CORPORAL PUNISHMENT/USE OF FORCE

While school personnel are not authorized to use physical punishment, physical restraint may be necessary in the following emergencies:

- Self-defense
- Quelling a disturbance
- Obtaining possession of weapons or other dangerous objects
- Protection of persons or property

Physical action in such situations is not considered "corporal punishment" but a means of controlling dangerous circumstances.

### BEFORE SESSION CONDUCT

All of the school rules and procedures continue to apply while students are in the cafetorium or waiting for the busses.

- Students are to congregate in designated areas (lobby, cafetorium, courtyard, and flag pole area, etc.) prior to start of session.
- Students should exit through the main lobby or 2<sup>nd</sup> floor exit near the Nurse's office.
- All students must put trash in garbage cans, and clean any wrappers or food from their tables.
- Students may use the bathrooms in the cafetorium during the break between sessions.
- Excessively loud talking or shouting is not permitted.
- Throwing tennis balls, basketballs, footballs, or Frisbees, is only allowed in the flag pole area.
- All food and drinks must be consumed in the designated areas before reporting to the classroom.
- Food and drinks are not permitted in the classroom.
- At the teacher's discretion, students may have water in a clear bottle.

### Transportation

All students required to use bus transportation to/from Middle Bucks must remain at least 10 feet from the curb where the bus loads (designated by the yellow lines) until it comes to a complete stop. Walking to and from MBIT is not permitted unless the student lives in a development adjacent to the school grounds and has written parent permission. See Administration for map delineating the area where students are permitted to walk to school and the appropriate route for students to use. Violation of any of these rules will result in an appropriate consequence as per the sending school policy.

### LOCKERS/BOOK BAGS

Students will be provided with a locker or a location designated by their teacher to store their book bags and other personal items. Failure to return the lock will result in a \$5.00 replacement fee. All students are to secure their personal belongings in their locker during instructional time. Personal belongings are not to be placed at students' desks or work stations. **It is the responsibility of the student to keep a clean, secured locker.** A teacher and/or an administrator may conduct locker inspections periodically.

The teacher shall report destructive or unsatisfactory conditions of lockers. Only school-owned locks are permitted for use on student lockers. **Middle Bucks Institute of Technology is not responsible for any lost or damaged items.**

Lockers are the property of Middle Bucks Institute of Technology and as such, students have no right or expectations of privacy. They are provided and maintained for the legal and proper use of students.

**Therefore, school authorities have the right to inspect and/or search a student's locker at any given time.** *If there is reasonable suspicion that a student's locker or personal belongings contain material that pose a threat to the health, welfare, and safety of students and/or staff, school authorities may search and confiscate the item(s) in question without prior warning to the student.* Items which may be deemed as posing a threat to the health, welfare, and safety of the students and staff include, but are not limited to, firearms, explosives, weapons, drugs, drug paraphernalia, tobacco products, electronic cigarettes, vaporizers, lighters, or matches, etc. If necessary, local police will be contacted to assist in the search.

## DISCIPLINARY CONSEQUENCES

### Philosophy

Middle Bucks Institute of Technology believes that we are responsible for providing each student with opportunities to mature intellectually and socially and to prepare for a career. Students can grow only if they are encouraged to identify and develop their unique attitudes, abilities and interests. This can best be accomplished in an atmosphere which is positive and orderly, and where all individuals treat each other with mutual respect. To guarantee that these opportunities are made available to all students, an assertive discipline model (i.e., Lee Canter) that employs a dual system of consequences and rewards/recognition is used. In keeping with the Pennsylvania School Code, §1317, and MBIT Policy #218, Middle Bucks Institute of Technology believes in the preparation of its students to be lawful and responsible citizens.

One of the most important goals of education is the development of self-discipline and the acceptance of individual responsibility. Equally important is the development of a strong work ethic with emphasis on work place safety. Any breakdown of school discipline will result in an unsafe environment and one not conducive to learning. Therefore, this behavioral code is implemented to be consistent with the components of Chapter 12, "Regulations and Guidelines on Student Rights and Responsibilities" and is committed to assuring equal opportunity and treatment to all students, regardless of race, color, national origin, sex or ethnic background.

### Goals of the Discipline Model

The goals of the school's discipline code are to guarantee the rights of all staff and students by using an assertive discipline model. This model establishes fair and responsible rules and regulations prohibiting behavior that is disruptive to the work of the school, and, at the same time, establishes guidelines to reward behavior and achievements that exemplify outstanding performance. Also, the discipline model:

- ensures a positive, supportive and safe school environment.
- complies with state and local laws.
- protects and maintains school and personal property.
- Reduces and/or prevents the occurrences of heightened discipline problems through supportive measures.

Specific measures included in this model are:

- providing an atmosphere of mutual respect within the school and a productive independence.
- providing some measure of daily success for each student.

- learning activities geared to the abilities, attitudes and interests of students.
- referring a student to the School Counselor for counseling and/or other student assistance programs that will assist in the success of the student.

### **Behavior and Disciplinary Consequences**

The disciplinary methodology used at Middle Bucks is the Lee Cantor Assertive Discipline Model of Progressive Discipline. This method incorporates a progression of increasing consequences for students who are violating school rules and policies. These consequences apply to any student who is on school grounds, at any school-sponsored activity, in transit to school or a school activity, or any other action that is related to Middle Bucks Institute of Technology. This can mean a student may receive a school-directed consequence even if the violation took place off school grounds.

#### **Teacher-Directed Consequences:**

1. Initial Response
  - Verbal warning and corrective action
2. Second Responses (one or more of the following depending upon the violation):
  - Parent Contact (telephone or email)
  - Independent classroom assignment/written assignment
  - Behavioral written assignment
  - Private conference
  - Deduction in daily employability grade
  - Removal from group
  - Loss of privileges
  - Extra clean-up duty
  - Others as prescribed in the classroom discipline plan
3. Third Response
  - Referral to Student Intervention Center (SIC)
  - Parent phone contact
4. Fourth Response
  - In-person conference

#### **Administrative Responses:**

- Verbal Reprimand and warning
- Conflict Resolution
- Referral to SIC and parent contact and/or conference
- Detention, either after school or Saturday school
- In-School Suspension (ISS) and parent contact and/or conference
- Out-of-School Suspension (OSS) and parent contact and/or conference
- Police Involvement

#### **Detention**

~~Detention will be issued by Administrators for various infractions of school rules. Serving the detention time will become the responsibility of the student. Sports or jobs will not be permitted to interfere with the detention. Failure to serve a detention will result in additional disciplinary actions including suspension from school.~~

### **Saturday School Detention**

For repeated and/or more serious infractions, Saturday detentions will be held at the student's sending school if provided. Students are to report to their sending school when assigned Saturday school detention by a MBIT administrator.

### **SUSPENSIONS**

At Middle Bucks, the Administrative Director, Assistant Director, and Supervisor of Career & Technical Education are the only persons authorized to suspend a student. Suspensions can be issued as "in-school" or "out-of-school" as outlined in this booklet and/or when deemed appropriate by the school's administration. In addition, suspensions are either considered "temporary" (i.e., up to 3 days) or a "full" (i.e., up to 10 days), depending upon the seriousness of the misbehavior.

#### **In-School Suspensions (ISS)**

As part of the progressive discipline system, students may receive a consequence of an in-school suspension. Students receiving an in-school suspension from Middle Bucks will serve a session of in-school suspension at Middle Bucks. Students should report directly to their classroom for attendance before reporting to SIC. Students are expected to quietly complete the assigned class work. The School Safety and Security Officer will collect all completed work from the students and submit it to the respective teachers. While serving an in-school suspension, students will be expected to meet the following expectations:

- Student will meet with the School Safety and Security Officer to discuss the guidelines and expectations for serving their in-school suspension.
- Student will be expected to complete appropriate behavioral learning assignments in addition to class assignments.
- Student will enter SIC prepared to complete all necessary assignments.
- Student will not engage in any disruptive behaviors.
- Student will follow rules and expectations outlined. This includes no cell phone or electronic device use unless permission is granted.
- Failure to meet these expectations may result in additional consequences.

Most in-school suspensions will not be longer than three sessions and will be served at Middle Bucks. In some cases as deemed appropriate by the administration, ISS may occur at the home school. All efforts will be made to contact the parent/guardian for any in-school suspension.

#### **Out-of-School Suspensions (OSS)**

An out-of-school suspension assigned at Middle Bucks Institute of Technology is binding at the student's high school and prevents him/her from attending any school-related activity until the suspension is over. Middle Bucks Institute of Technology, likewise, honors suspensions given at each home school. These suspensions will be part of a student's discipline record and can be used in an expulsion hearing pursuant to the sending school's student code of conduct. All disciplinary actions are cooperative efforts between Middle Bucks and the student's sending school. Whenever a student is suspended for the third time, a conference will be held with the student, the student's parent, and the appropriate school personnel to re-evaluate the appropriateness of the career and technical school placement. A decision will be made to

either readmit the student on a probationary basis or to re-assign the student to a more appropriate educational program.

### **Temporary Suspension Procedure**

Every effort will be made by an Administrator to meet with the student before the issuance of the suspension. During the meeting, the Administrator will inform the student of the reason for the suspension. The student is afforded the opportunity to respond to the charges before the suspension becomes effective. This should occur under the supervision of a school administrator. The suspension will not be for a period longer than three days. The student and parents are notified of the reasons and duration of the suspension in two ways:

1. The school will send a letter to the guardian's residence informing the guardian of the suspension.
2. The parent/guardian will be contacted by phone or e-mail, if possible.

A conference with the parent, teacher, and school administrator is required before readmission after suspensions of three or more days. The suspension letter shall indicate that it is the parent's responsibility to contact the school to arrange the conference.

Since suspensions are considered "excused absences," students shall be permitted to make up exams and work missed while serving a temporary suspension as outlined in the absence section of this handbook. It is the student's responsibility to secure any missed work immediately upon returning to school.

### **Full Suspension Procedure**

Full suspension shall be reserved for serious and/or persistent infractions of school rules.

Because of the need for a complete investigation before a full suspension, all initial suspensions shall be of considered "temporary." After completing the investigation, the school administrator may consider the offense serious enough to warrant a full suspension. An informal hearing will be held with the student, parent/legal guardian within three days after the temporary suspension is issued, at which time the temporary suspension may be extended to a total of 4 to 10 days.

To insure due process, the following requirements are to be observed with respect to the informal hearing. The school administrator shall give sufficient notice, by letter, to parents/guardians and the student, of the time and place of the hearing. Every reasonable attempt shall be made to meet at a mutually convenient time. A copy of that letter must be forwarded to the sending school principal and School Counselor and placed in the student's file and sending school representation will be requested for the hearing. A student shall have the opportunity to speak on his/her own behalf.

If, after the informal hearing, the Administrative Director or an authorized administrator deems it advisable to administer a full suspension, then the administrator may do so. This outcome must be confirmed in writing by certified mail to the parents and/or legal guardians. A copy of that correspondence shall be forwarded to the sending school principal and School Counselor and also placed in the student's file.

A temporary suspension followed by a full suspension for the same offense may not exceed a ten (10) school day period. The school administrator may request a readmission conference at the conclusion of the full suspension.

Students shall be permitted to make up exams and work missed while being disciplined by full suspension. The work is to be completed within the time guidelines as described in the "Attendance" section of this handbook. It is the student's responsibility to secure this work immediately upon returning

to school.

### **REASSIGNMENT FROM MIDDLE BUCKS**

If it becomes necessary for the Administration of Middle Bucks Institute of Technology to recommend that a student be reassigned from the school, the following will occur:

- The student will receive due process rights as described the previous section. The Administrative Director or an authorized administrator will recommend to the appropriate sending high school administrator that the student be reassigned from Middle Bucks back to the sending school.
- If consensus on reassignment is not reached, the Administrative Director will recommend to the Superintendent of the appropriate school district that the student be reassigned from the school. If consensus is still not reached, a reassignment hearing will be scheduled before the Middle Bucks Executive Council. Such hearing shall be scheduled in accordance with the requirements and regulations of the Pennsylvania Department of Education.
- If a student has an Individual Educational Plan (IEP), no change in placement can occur until the student's IEP team meets to revise the student's educational program as required by law. Accordingly, in the case of a child with a disability, any reassignment under this Student Code of Conduct shall be effective for not more than ten (10) consecutive school days. In the event that the child carries a weapon to a school activity, knowingly possesses or uses illegal drugs, or solicits the sale of a controlled substance, Middle Bucks may reassign the student to the sending school as an interim alternative educational setting. This alternative placement shall not be longer than 45 days, pending a change in the student's educational program as required by law.

Reasons for reassignment from Middle Bucks Institute of Technology include, but are not limited to:

- the conclusion that a student is inappropriately placed and unable to succeed in the career or technical component of his/her educational program.
- the student exhibits chronic and/or acute behavior problems creating an unsafe environment for oneself or others.
- sufficient evidence exists that the distribution of drugs or alcohol or the possession of a weapon has occurred by a student.

### **EXPULSION**

If it becomes necessary for the Administration of Middle Bucks Institute of Technology to recommend that a student be expelled from school, the following will occur:

- The student will receive due process rights as previously described.
- The Administrative Director of Middle Bucks Institute of Technology will recommend in writing to the superintendent of the appropriate school district that the expulsion hearing be held in accordance with the district's policy.

### **ASSAULT**

The Pennsylvania Crimes Code, §2702, makes any attempt to intentionally or knowingly cause bodily injury to a teacher, school board member, school employee or student of any elementary or secondary school while in school or on school business an aggravated assault and a misdemeanor of the first degree punishable by a fine of up to \$10,000 and/or imprisonment up to five years. An assault on a school employee, school board member, or another student will result in an out-of-school suspension of three to ten days, together with a referral to police and a possible recommendation for permanent reassignment from Middle Bucks Institute of Technology.

The following procedural/disciplinary responses shall be instituted for fighting/battery:

- **First Offense** - A 1-3 day out-of-school suspension (OSS) for all involved and up to a five-day suspension for the aggressor. Any student who is extremely violent, uncooperative, or abusive to a staff member may have their suspension extended to a ten-day OSS and shall be charged with disorderly conduct or related charge. If the aggressor has a history of aggression/violence, a reassessment of the student's placement shall take place. One-on-one direct support shall be required for that student to continue in a mainstream career and technical program.
- **Second Offense** - A five-day OSS for anyone involved and ten days for the aggressor with police intervention and charges of disorderly conduct, assault, or related charge. In addition, any student who is uncooperative or abusive to a staff member who intervenes shall be extended to a ten-day OSS and shall be charged with disorderly conduct or related charge.
- **Third Offense** - A ten-day OSS and reassignment to the home school with police intervention and charges of disorderly conduct, assault, or related charge. These consequences may be invoked by the administration before a third offense for a violent assault.

If a student physically assaults a staff member, the student will receive a ten-day OSS and reassignment from Middle Bucks. The police will intervene and charges of aggravated assault may be issued. The student may also be recommended for expulsion.

#### **GUIDELINES AND CONSEQUENCES OF INAPPROPRIATE BEHAVIORS**

In accordance with the disciplinary model used at Middle Bucks, the following progressive consequences will be followed in most circumstances:

- A. Verbal reprimand and a written record with **parent contact by the teacher.**
- B. Isolation in laboratory or classroom with written assignments and a written record with **parent contact.**
- C. **Parent contact** and/or conference (depending on situation) and a written record.
- D. Referral to Student Intervention Center (SIC), **parent contact** and/or conference (depending on situation).
- E. Detention, student conference w/SIC coordinator and/or Administrator, and parent contact and/or conference.
- F. Saturday School at student's sending school if provided and **parent/sending school contact.**
- G. In-School Suspension (ISS) and **parent contact** and/or conference.
- H. Out-of-School Suspension (OSS) and **parent contact** and/or conference.

*The following are guidelines only. They do not represent all types of misbehavior or all resulting consequences!*

Behavior	Definition	Action Referenced Consequences
Activating a false fire alarm	Deliberately pulling fire alarm without cause	10 days suspension; Police referral; possible reassignment from MBIT ; H
Assault of a District Employee	Pushing, shoving, punching, hitting, slapping, or any physical movement intended to inflict bodily harm on a staff or board member.	10-day suspension; police referral and reassignment from Middle Bucks and/or expulsion.
Bus Misconduct	Not adhering to bus rules including loading and unloading procedures.	Progressive; Consequences per home school policies
Cheating/Fraud	Obtaining or representing school work or information in a dishonest, deceitful, or fraudulent manner.	Student receives failing grade for assignment; Parent contacted. G, H
Committing Arson	Setting a fire in school building, on school campus or school bus.	10 days suspension; police referral; possible reassignment from Middle Bucks and/or expulsion
Defiance	Failure to abide by school regulations. Failure to comply with a legitimate request or directive by a staff member.	Progressive
Destruction or defacing of school and/or personal property	Any action, which leads to willful damage and/or destruction, or defacing of school or personal property, including computer files and software.	1 - 10 days suspension; Restitution; possible police referral and reassignment from Middle Bucks; G, H
Disorderly Conduct	Severe or violent refusal to cooperate with school officials. Refusal to leave classroom, lab area or cafeteria.	1 - 10 days suspension; Disorderly conduct charges may be filed with local police; G, H
Disrespect	Use of foul and/or obscene language, including hand gestures, directed toward a staff member or in the presence of visitors to MBIT.	G, H
Disruption of school activity or educational process	Behavior hindering any school activity (e.g., loud and unauthorized talking or making noise, non-verbal and/or physical distractions).	Progressive
Dress Code Violation	No uniform or uniform not clean. Clothing that distracts from the educational process. This includes clothing that displays drug or alcohol related symbols, lewd, obscene, or suggestive language or content, or depicting violent behavior and/or symbolism. Items that would normally be prohibited by specific industry standards are inappropriate.	Clothing must be changed, reversed or covered by another article of clothing; Possible parent contact;  Progressive
Drug &/or Alcohol violation	Use or possession of drugs or alcohol and or look-alikes, paraphernalia and or distribution. See section on "Drugs and Alcohol."	Minimum 3-day OSS; Follow guidelines of sending district, police referral.
Eating/Drinking	Eating/Drinking outside designated areas. Purchasing items from vending machines during instructional time.	Progressive; item will be confiscated until end of instructional time.

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Behavior	Definition	Action Referenced Consequences
Endangerment	Any intentional/deliberate action that is in violation of classroom/school safety procedures that <u>could</u> lead to an injury of a student or damage to school/personal property. This includes tampering with the Automatic External Defibrillator (AED) unit.	1 - 10 days suspension; Restitution; possible suspension of driving privileges; possible police referral and reassignment from Middle Bucks; G, H
Failure to comply with individual lab regulations	Failing to follow established rules of individual lab including safety regulations.	Progressive
Granting unauthorized access	Opening doors to a known or unknown person once locked; propping doors open without authorization.	1 <sup>st</sup> Offense – Warning 2 <sup>nd</sup> Offense – ISS 3 <sup>rd</sup> Offense – OSS
Horseplay	Inappropriate physical behavior that could result in a person being hurt.	Progressive
Insubordination	Repeated acts of defiance; To encourage other students to be insubordinate and/or defiant; Lying during the investigation of an incident.	G, H
Intimidation/ Harassment/ Hazing/ Verbal Assault (Policy #248) *Cyber Bullying (Policy #249)	Any action of torment or threats implied or perceived directed toward the person or property of any student, faculty, or staff member including comments or actions with unwelcome sexual overtones. *Any action in or outside of school that substantially interferes with a student's education and/or disrupts the orderly operation of the school.	1 <sup>st</sup> Offense – Warning 2 <sup>nd</sup> Offense – 3 days OSS 3 <sup>rd</sup> Offense - Up to a 10-day suspension; possible police referral, reassignment from Middle Bucks. G, H
Leaving school grounds without permission	Leaving school grounds without prior administrative approval and parental permission.	G, H Possible result in a 2 week loss of driving permit.
Missing the bus back to home school	Failure to catch your bus back to your home school from Middle Bucks.	Progressive; Attempt to arrange alternative transportation; if no ride is available, the student will remain at MBIT; home school contacted and absence may be considered as unexcused.
Misuse of Computer Systems and Other Technologies	Accessing or transmitting inappropriate material as determined by school personnel and Policy #815 "Internet Access and Usage." The use of personally owned computer software with school systems could constitute vandalism if damages occur to school items. Any attempt to bypass security system.	1 <sup>st</sup> Offense – Warning 2 <sup>nd</sup> Offense - Revoke privileges two weeks. In all cases depending on infraction, student may be referred to police or removed from program. G, H
Pass abuse / Unauthorized area	No pass or misuse of pass. Leaving classroom/lab prior to scheduled dismissal time.	Progressive
Physical Battery	Slapping, hitting, shoving or other physical aggression with the apparent intent to inflict bodily harm.	1 - 10 days suspension; police referral and possible reassignment from Middle Bucks. G, H
Possession and/or use of tobacco products	In accordance with PA Act 145 of 1996, §6306.1 and Policy 222, tobacco products shall include all delivery methods of tobacco, including a lighted or unlighted cigar, cigarette, pipe, smokeless tobacco, personal vaporizers, and electronic cigarettes in any form. MBIT may refer any tobacco use or possession violation by a student to a local district justice as a summary offense. This involves a fine of \$50.00, <u>plus court costs</u> . The law includes use and possession of tobacco products in a school building, a school bus, or on school property.	1st Offense - \$50 fine and ISS 2nd Offense - \$50 fine and ISS 3rd Offense - \$50 fine and ISS or OSS  If the fine is not paid within <u>five school days</u> , a school administrator may write a citation and refer the violation to the local magistrate.

Behavior	Definition	Action Referenced Consequences
Possession of matches or lighters	Possession of any matches or lighters without specific permission from a school staff member.	Confiscation of Item. Progressive
Possession of obscene material	Being in possession of obscene material.	Items will be confiscated G, H
Possession of weapons or possessing/ setting off explosive devices;	Possession of dangerous weapons or any weapon facsimile. See section on "Weapons." Possession, exchange, or setting off explosive devices.	10 days suspension; police referral; immediate reassignment from Middle Bucks and/or expulsion; follow guidelines of sending district; H
Public display of affection	Public display of affection deemed inappropriate for school setting.	Progressive
Profanity/ Obscenity	Any use of foul, vulgar, offensive, or obscene language.	Progressive
Sleeping/head down in class	Placing head down on desk or table; falling asleep; being inattentive to class activity.	Progressive; Referred to nurse; Repeated offenders may be sent to SIC; Possible referral to SAP
Tardiness	Excessive unexcused tardiness.	Progressive
Theft of school or personal property	Unauthorized removal of property from known, normal, or established location.	1- 10 days suspension; Restitution, police referral; G, H
Trespassing on grounds	Being on school property or in building without authorization	Written notice; possible suspension & police referral; G, H
Truancy	Confirmed cutting of school; repeated UNX absences	Progressive; Attendance Improvement Plan; Truancy citation.
Violation of BYOD policy	Using of any type of electronic device or other non-instructional related items (e.g., tablets, cell phones, smart watch, etc.) while in classroom or lab without instructor permission. No electronic device shall be used in the hallways or common areas during instructional time.	1 <sup>st</sup> Offense - Warning – Put item away. 2 <sup>nd</sup> Offense - Confiscation of Item; duration of school day Further offenses will require parent or guardian to retrieve item.
Violation of parking and / or driving regulations.	Not adhering to regulations designed for safety and security of automobile owners, operators and pedestrians. Driving to MBIT and parking in school lot without a permit or without signing in the vehicle. Transporting a passenger between schools without parent permission and approval from both schools or being a passenger between schools without parent permission and approval from both schools. Any act of careless or reckless driving resulting in damage to school property will result in suspension of driving privileges.	Progressive (fine +); 1 <sup>st</sup> Offense – Warning and half session spent in SIC with School Safety and Security Officer 2 <sup>nd</sup> Offense – ISS – 2-week loss of permit. 3 <sup>rd</sup> Offense – OSS – permanent loss of permit.

### Final Comment on Student Consequences

Students and parents should realize that the laws of the Commonwealth of Pennsylvania, and local legal jurisdiction do not end at the property line of Middle Bucks Institute of Technology or any other school! If a student's behavior warrants the involvement of the local or state police departments, those authorities will be called upon, and the student will be subjected to their proceedings as well as the school's disciplinary actions. This is extremely important in cases involving theft, fighting, assault, disorderly conduct, drug offenses, vandalism and possession of dangerous/illegal weapons. In such situations, students may be turned over to police for formal arrest and charging procedures, in accordance with local and state laws.

# INTERNSHIP AGREEMENT

MIDDLE BUCKS INSTITUTE OF TECHNOLOGY  
AND  
YMCA OF BUCKS COUNTY DOYLESTOWN

This Internship Agreement (Agreement) is made and entered into the 14<sup>th</sup> day of ~~June 2019~~ August, 2021 by and between Middle Bucks Institute of Technology (MBIT), located at 2740 York Road, Jamison, PA 18929 and YMCA of Bucks County Doylestown (YMCA), located at 2500 Lower State Road, Doylestown, PA 18901.

**WHEREAS**, the YMCA offers physical training and fitness programs to the community to promote healthy living.

**WHEREAS**, MBIT offers a Sports Therapy and Exercise Management program that prepares high school students for careers in the areas of physical fitness and personal training through both theory and clinical experiences.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises contained in this Agreement, intending to be legally bound, hereby, the YMCA and MBIT agree to the following:

- 1. Definitions:** For purposes of this Agreement, the following capitalized terms shall have the following meanings:

**Clinical Education Coordinator** shall mean the Sports Therapy and Exercise Management Teacher, whom MBIT has designated as Coordinator for implementation of this agreement.

**School Program** shall mean MBIT's program of study for Sports Therapy and Exercise Management, which is the program from which students shall be referred by MBIT for participation in this Internship Program under this Agreement.

**Internship Program** shall mean the internship program conducted by YMCA pursuant to this Agreement.

**Department** shall mean the Healthy Living: Pathways Department of the YMCA into which students from the Sports Therapy and Exercise Management program will be placed under this Agreement.

- 2. Contacts:**

A. YMCA Contact:  
Lisa Schwartzer  
Regional Director of Pathways and Initiatives  
YMCA of Bucks County  
2500 Lower State Road  
Doylestown, PA 18901

**B. MBIT Contact:**

Mr. Sean Castineira  
 Sport Therapy and Exercise Management Teacher  
 Middle Bucks Institute of Technology  
 2740 York Road  
 Jamison, PA 18929

**3. Statement of Objectives:**

The objective of this Agreement is to provide a mutually beneficial partnership between MBIT and YMCA that provides high school students with real work experiences and the opportunities to explore their interests and develop professional skills and competencies, as well as provide the YMCA Physical and Occupational Therapists with assistance in implementing therapeutic domains in the educational setting including:

- Functional positioning
- Mobility
- Safe accessibility of school environment
- Activities of daily living (such as transfer training and body mechanics)
- Endurance, respiratory, muscle strength, cardiac, alertness and orientation
- Adaptive equipment needed to facilitate the previously listed skills for a variety of therapeutic needs

**4. MBIT agrees to:**

- Identify high school students to participate in clinical at the YMCA from 12N to 1:30PM from the beginning of October through the end of March on an alternating schedule.
- Provide evidence of the insurance coverages required under Section 9 below;
- Provide original child abuse and criminal records clearances received by the School from the student as required under Section 9 below;
- Provide evidence that each student referred is current on all immunizations required by the YMCA.
- Provide such other items as the YMCA may require from time to time by written notice to MBIT.

**5. YMCA agrees to:**

- Provide high school students with orientation prior to the start of clinical
- Provide high school students with a rotation schedule with experiences in the areas of personal fitness and wellness.
- Provide high school students with hand-on experience in the career pathways associated with the Sports Therapy and Exercise Management program.

**6. Beginning Date:** October ~~7~~11, 20~~19~~21

**7. End Date:** March 31, 202~~0~~2

**8. Term and Termination:**

- Term: The initial term of this Agreement will begin on the Beginning Date and will end on the End Date, unless earlier terminated in accordance with the terms and conditions of this Agreement (the "Initial Term").

Agreement is earlier terminated in accordance with the terms and conditions of this Agreement.

- Termination by YMCA: The YMCA has the right to terminate this Agreement for any reason. Official notification of termination must be in writing and provided to MBIT thirty (30) days prior to termination date.
- Notification of Termination by MBIT: MBIT has the right to terminate this Agreement for any reason. Official notification of termination must be in writing and provided to Client thirty (30) days prior to termination date.

**9. Child Abuse and Criminal Clearances.**

Prior to referring any student to the YMCA for consideration for the Internship Program, MBIT shall require that student has obtained and submitted the following original reports to the School:

- (a) If determined to be necessary under Pennsylvania Act 73, a Pennsylvania Child Abuse History Clearance Certification from the Pennsylvania Department of Public Welfare showing that the student has not been named in state central register as a perpetrator of child abuse. The certificate shall be dated within one year prior to the date the MBIT refers the student to the YMCA Internship Program; and
- (b) a criminal history record from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police central repository contains no criminal history information relating to that student; and
- (c) If the student has not been a resident of Pennsylvania for at least the past two years, a report of Federal criminal history record information from the Federal Bureau of Investigation.

**10. Insurance:**

At all times during the Term, MBIT and, unless otherwise specified by the YMCA in writing, shall maintain professional liability and general liability insurance policies.

**11. Confidentiality:**

Neither party shall issue any press release regarding this Agreement nor the business relationship of the parties as set forth herein except with the advance written consent of the other party. Neither party shall disclose to any third party (other than its respective employees, directors, officers, and agents, in their capacity as such) any information with

respect to the provisions and terms of this Agreement except to the extent necessary to comply with law or valid order of a court of competent jurisdiction (provided that the disclosing party seeks confidential treatment of such information in connection with such compliance).

**12. Agreement and Attachments:**

MBIT and the YMCA agree to fully meet and comply with the terms and conditions of this Agreement and hereby incorporated by reference herein.

**AUTHORIZATION**

This agreement is entered into on the first day indicated above and signatures below evidence due and proper approval by formal resolution of the respective governing boards.

YMCA OF BUCKS COUNTY DOYLESTOWN (YMCA)

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Mrs. Lisa Schwartz, Regional Director Date

MIDDLE BUCKS INSTITUTE OF TECHNOLOGY (MBIT)

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Ms. Kathryn Strouse, Administrative Director Date

***2021-2022***

***MEMORANDUM of UNDERSTANDING***

***Between***

***Career and Technical Centers and Sending School Districts***

***And***

***The Bureau of Career and Technical Education***

***For***

***Participation in the***

***BCTE Technical Assistance Program***

## Technical Assistance Program Commitment

Despite a decade of reform and rising public expenditures for education, little has changed in most high schools to prepare students for the demands of work and further education. The Technical Assistance Program (TAP) is focused on assisting schools in raising student academic achievement. The technical assistance is designed to support career and technical centers (CTCs) and high schools with approved programs by offering these sites multiple resources at minimal cost.

### Purpose

The purpose of this Program is to significantly raise the academic and technical achievement of all students enrolled in approved career and technical education programs at a CTC or high school which take advantage of this opportunity. Through this Program, BCTE will assist CTCs and their sending school districts with raising student performance on academic assessments and occupational end-of-program assessments. Each participating school agrees to align their Perkins local application activities for increasing student achievement with the TAP activities and participate in all professional development activities provided by BCTE.

### Goal

The academic targets and skill attainment targets are based on the meaningful progress targets negotiated as part of the Perkins V grant process for 2S1 Keystone Literature, 2S2 Keystone Algebra, and 5S4 Skill Attainment.

### TAP Activities

Your school has confirmed all TAP services you will participate in during the 2021-2022 school year. Schools were chosen to participate in the TAP activities based on BCTE review of the Intent to Participate Survey responses and a school's ability to most benefit from each TAP activity. By signing and returning your Memorandum of Agreement (MOU), you agree to participate in all TAP activities listed on the MOU. **Each school must commit to the training and coaching days listed for each activity. TAP Consultants will contact each school to schedule training and coaching days after the MOU is received.** If you are unable to participate in an activity listed on your MOU, contact Patty Bicanich at [pjb17@psu.edu](mailto:pjb17@psu.edu).

Due to the ongoing updates to school safety regulations, providers of TAP activities will adapt training and coaching sessions to meet the specific needs of each school. Activities will be delivered as face-to-face, synchronous, or asynchronous as feasible and appropriate for each school.

**Memorandum of Understanding  
with  
Middle Bucks Institute of Technology**

**2021-2022  
Technical Assistance Program (TAP) Activities**

By signing this Memorandum of Understanding, you are assuring your school's participation in the following TAP activities:

- NOCTI Pre-Tests and Study Guides
- Teacher Coaching Clinics
- Pennsylvania Inspired Leadership (PIL) Program – Special Education Success in Career and Technical Education
- Pennsylvania Inspired Leadership (PIL) Program – Using the CTE Budgeting Process to Support Student Achievement

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Career and Technology Center Director Signature Date

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Superintendent of Records Signature Date

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Joint Operating Committee Chair Signature Date

 7/20/2021

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Director, Bureau of Career and Technical Education Date  
Pennsylvania Department of Education

**EDUCATIONAL INSTITUTION:** Middle Bucks Institute of Technology

**FEDERAL I.D. NO.:** 23-1701582

**SAP VENDOR I.D. NO.:** 119946

**TRADE ADJUSTMENT ASSISTANCE MASTER AGREEMENT**

**THIS TRADE ADJUSTMENT ASSISTANCE MASTER AGREEMENT** (“Agreement”) is entered into as of the Effective Date (as defined herein) by and between the Commonwealth of Pennsylvania (“Commonwealth”), Department of Labor & Industry, (“L&I”), and the Educational Institution identified above (“Institution” or “Grantee”), acting through their respective officials.

**WITNESSETH THAT:**

**WHEREAS**, the Congress of the United States enacted the Adjustment Assistance for Workers provisions of the Trade Act of 1974, P.L. 93-618, as amended, (“Trade Act”), 19 U.S.C. § 2271 *et seq.*, to establish the Trade Adjustment Assistance (“TAA”) Program for workers whose employment is impacted by trade;

**WHEREAS**, the Congress of the United States enacted the Workforce Innovation and Opportunity Act, P.L. 113-128, (“WIOA”), 29 U.S.C. § 3101 *et seq.*, requiring in relevant part that the delivery of activities authorized under Chapter 2 of Title II of the Trade Act be coordinated with other employment and training activities to avoid duplication;

**WHEREAS**, the U.S. Department of Labor (“USDOL”) is the federal agency that administers the Trade Act and USDOL is authorized to enter into agreements with state agencies for the provision of Trade Act services under 19 U.S.C. § 2311;

**WHEREAS**, USDOL has entered into an agreement with L&I under which L&I, as an agent of the United States, will receive applications for Trade Act benefits and provide payments according to the Trade Act, including for training provided to adversely affected workers;

**WHEREAS**, USDOL provides L&I with federal funds in the form of a grant and L&I is required to execute grant agreements to disburse such grant monies to institutions for the provision of TAA training and services; and

**WHEREAS**, both the educational institution and the specific training program requested by the TAA Eligible Applicant (“Student”) must meet the requirements of the Trade Act and the Commonwealth and must be approved by L&I.

**NOW THEREFORE**, the parties intending, to be legally bound, agree as follows:

## I. SCOPE OF AGREEMENT

- A. The Institution will administer its training program in accordance with the following documents that, when completed by the Institution, and approved and fully executed by the Commonwealth, will be made part of this Agreement:
1. TAA Student Enrollment Verification (SEV) (see sample TAA SEV, Attachment 3) containing: Name and Address of Provider (Institution); TAA Agreement Number; Trainee Name (Student); Social Security Number or Student Identifier; Course of Study; Course Hours/Credits; Enrollment Periods; Tuition & Fees; Books, if applicable; Equipment/Supplies/Other, if applicable; Total Cost to be incurred by the Institution for each individual student; and a copy of approved course outline.
  2. The TAA SEV will be provided to the Institution for review and signature. Upon receipt of this signed document, L&I will review, approve and make it a part of this Agreement by way of an Agreement Addendum signed by L&I (see sample, Attachment 4).
  3. The Institution must administer in conformity with all the applicable Trade Adjustment Assistance program grant award(s) terms and conditions.
- B. The Institution will administer its training program in accordance with the following attachments, which are incorporated herein:
1. Federal Non-Construction Assurances, SF 424B;
  2. Federal Funding Accountability and Transparency Act of 2006;
  3. Sample TAA SEV, in accordance with I (A) above;
  4. Sample Agreement Addendum, in accordance with I (A) above;
  5. Electronic Invoicing Procedures;
  6. TAA Allowable/Non-Allowable Costs;
  7. Contractor Information Form;
  8. Eligible Training Programs/Providers System Local Workforce Development Areas (LWDA) Points of Contact; and
  9. Contract Signature Requirement.
- C. The Institution agrees that it shall abide by the policies and procedures of L&I's online TAA Applications System regarding application, termination, attendance, and invoicing. Attendance forms must be submitted online on a weekly basis using the system authorized by L&I.

## II. TERM

Subject to its other provisions and the availability of Federal TAA funds, the term of this Agreement shall commence on **June 1, 2021** ("Effective Date") and end on **June 30, 2025**.

During the term of this Agreement, **the Institution may enroll TAA eligible students who have been approved by L&I for training at the Institution during the period commencing on June 1, 2021 and ending on June 30, 2023.** The remaining two years of this Agreement are to allow all students to complete approved training and L&I to compensate the Institution for services rendered. **IN NO EVENT MAY THIS AGREEMENT CONTINUE BEYOND JUNE 30, 2025.**

In the event of the termination of the Trade Act, or the withdrawal or reduction of federal funding for the TAA program, this Agreement and all training compensated by the Commonwealth will cease as of the effective date of the termination of the Trade Act, or the notification to L&I by the Federal government of such withdrawal or reduction, whichever is earlier. L&I reserves the right to unilaterally cease enrolling students under this Agreement. However, students already in training may continue training under this Agreement, subject to the availability of funds, which will be determined at the sole and absolute discretion of L&I.

### III. FUNDING LEVELS

- A. The total cost for the training for each approved student shall not exceed the amount listed in the last column of the TAA SEV (see sample, Attachment 3) titled "TOTAL" for that individual student. The total cost obligated under this Agreement will appear on the Agreement Addendum form (see sample, Attachment 4) and shall not exceed the total sum of all approved TAA SEVs.
- B. L&I will provide the Institution with a TAA SEV for each newly approved student, and an approved Agreement Addendum to indicate the maximum funds obligated for the total of approved students under the Agreement.
- C. **The Institution shall receive pre-approval from L&I for changes to the student approved program of study and/or course outline. Costs incurred outside of the approved program of study and/or course outline shall not be reimbursed.**
- D. The Institution shall notify L&I if a student fails a course. L&I will consider at its discretion a change to the student's course outline to cover the costs of repeating the course. The Institution must consider the student to be in good academic standing, the course must be on the student's approved training application, and the request for additional funding to pay for the repeat course must be submitted by the Institution and approved by L&I. L&I will consider a change to the course outline due to a student failing a course only one (1) time during the entirety of the program of study.
- E. This Agreement does not obligate L&I to refer a minimum or maximum number of students to the Institution for enrollment; nor does it obligate the Institution to enroll a minimum or maximum number of referred students; nor does it obligate L&I to pay the Institution a minimum or maximum amount of money other than represented in the most current Agreement Addendum.

- F. The Institution shall be required to place into training all students in compliance with the authorized enrollment schedule. Such schedule shall be the period extending from the start date of training to the last day of the month in which training is expected to end. In the event the Institution cannot meet the commitments made in this Agreement in terms of enrollment of the full complement of students under the authorized enrollment schedule, the obligation will be reduced immediately to the actual level of performance, both in terms of students and in the amount of funds obligated under the Agreement. This change in the level of activity may be accomplished by a unilateral modification of the Agreement by L&I.
- G. In the event a student fails to start training, terminates enrollment or training, changes **full-time/part-time status**, or drops an individual course/program either voluntarily or involuntarily, the Institution shall notify L&I within 15 days. If a student fails to start training, terminates enrollment or training, or drops an individual course/program, the funds obligated under this Agreement will be reduced to reflect the actual level of performance. Fund obligations beyond the actual level of performance will be removed from the Agreement by unilateral modification of the Agreement by L&I and shall revert to L&I. The actual level of performance shall be calculated using L&I's proration formula as calculated in the Commonwealth Workforce Development System (CWDS). See Attachment 5 for proration formula information. Notification under this section shall be provided in writing to the following L&I resource accounts: **Fiscal Operations:** RA-LIBWDA-FISCALOPS@pa.gov; and **Trade Services:** RA-LI-BWPO-TRADE@pa.gov.
- H. Institution shall inform students about the availability of funding from other sources and assist students in obtaining appropriate funding.
- I. In the event a student receives funding from another source (in the form of grant, scholarship or tuition) during the term of this Agreement, the Institution shall list information about all other funding by type and amount on the applicable electronic invoice. **If information about additional funding is received by the Institution after its invoice has been submitted to L&I and paid, the Institution shall provide within 30 days a refund reflecting any cost adjustments for the portion of the training to which the additional funding applies.** L&I may, by unilateral modification of the Agreement by L&I, de-obligate the amount of funding a student receives from another source from the Agreement and the de-obligated amount shall revert to L&I.
- J. The TAA funding for this Agreement is 100% Federal and located in the Catalog of Federal Domestic Assistance (CFDA), Item Number 17.245.

#### IV. PAYMENT SYSTEM

- A. This Agreement is based on advertised tuition for the training programs in the Institution's catalog as of the date of the approval of a student's training. The amounts payable to the Institution for each student the Institution enrolls under this

- Agreement shall not exceed the amount charged by the Institution to the general public, as established by law, regulation, school catalog or published price lists.
- B. There can be no cost to the student for any TAA approved training program except as set forth in this Agreement.
- C. L&I will consider at its discretion an increase to the approved TAA SEV. Such an increase is subject to L&I's approval. The Institution must submit documentation supporting the increase. The modification of a TAA SEV will be reviewed on a student basis and must be submitted in writing to **Trade Services: [RA-LI-BWPO-TRADE@pa.gov](mailto:RA-LI-BWPO-TRADE@pa.gov)**. Revisions to the TAA SEV will be completed if the modifications are accepted.
- D. The Institution shall be paid:
- For invoices with supporting documentation submitted electronically in CWDS and as set forth in Section IV(N) below, within 60 days after completion of the training course approved under this Agreement and which do not exceed the amounts approved under this Agreement; and
  - In accordance with other procedures for payment developed by L&I.
- E. Where the Institution's written policy is to invoice in advance of the completion of the training, invoices may be submitted to L&I only for the current semester, term, or quarter, or month for training provided on a clock hour basis, whichever adheres to the Institution's normal billing processes. Otherwise, the Institution shall submit its invoices upon the student's completion of the semester, term, or quarter, or the end of the month for training provided on a clock hour basis, whichever adheres to the Institution's normal billing processes. Under no circumstances may the Institution invoice before receiving a fully executed Addendum.
- F. The Institution shall not be paid if invoices are not received within 60 days of the completion of the training, completion of the semester, term or quarter or the end of the month for training provided on a clock hour basis, whichever is applicable. The last invoice for each student shall be marked "Final."**
- G. All invoices must be submitted in CWDS according to L&I's Electronic Invoicing Procedures (Attachment 5). Invoices shall conform with the provisions of TAA Allowable/Non-Allowable Costs (Attachment 6).
- H. If the Institution submits an invoice to L&I that does not follow L&I's invoice procedures, is inaccurate or incomplete, or otherwise does not conform with the requirements of this Agreement, the invoice will be electronically rejected without payment and with additional instructions. The Institution may correct and resubmit rejected invoice(s).

- I. L&I may, in its sole discretion, disapprove any invoiced expenditure submitted by the Institution that is not in accordance with the approved TAA SEV and/or not in accordance with Commonwealth prescribed procedures.
- J. If for any reason the training is terminated prior to completion of the course, e.g., the student withdraws or is terminated from training, or the training course is canceled, L&I will be liable only for services rendered up to the last date of training attended by the student, and for which invoices are submitted that conform with the requirements of this Agreement.
- K. In the event that L&I is owed a refund for reasons including, but not limited to, L&I paid in advance for training a student who withdrew or was terminated from training before completion of the current semester, term, or quarter, or the end of the month for training provided on a clock hour basis course, or the training was cancelled, the Institution shall submit a refund to L&I of the amount of any overpayment within 30 days of the event which caused the overpayment.
- L. L&I is not responsible for costs of training given to a student outside the scope of the Course Outline and this Agreement.
- M. Offset Provision: The Institution agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Institution or its subsidiaries to the Commonwealth against any payments due the Institution under any contract with the Commonwealth.
- N. Pennsylvania Electronic Payment Program:
  - 1. Enrollment information can be obtained online at the Commonwealth of Pennsylvania Vendor Registration website. The Institution must be enrolled with the Pennsylvania Electronic Payment Program (PEPP) and agrees to receive payments as provided by PEPP.
  - 2. The Commonwealth will make payments to the Institution through the Automated Clearing House (“ACH”) Network. Within 10 days of the grant award, the Institution must submit or must have already submitted its ACH and electronic addenda information to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX), e-mail to RA-PSC\_SUPPLIER\_REQUESTS@PA.GOV or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
  - 3. It is the responsibility of the Institution to ensure that the ACH information contained in the Commonwealth’s central vendor master file is accurate and complete. Please refer to <http://www.vendorregistration.state.pa.us> for additional information. Failure to maintain accurate and complete information may result in delay of payment.

**V. INSTITUTION CERTIFICATIONS**

- A. The Institution shall use its best skills and judgment to deliver services to students. The Institution does hereby warrant and represent that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth in this Agreement.
- B. The Institution certifies that: (1) it is duly licensed to operate a school in accordance with the requirements set forth in Federal and State laws; (2) the Institution is licensed by the applicable Commonwealth Agency, if required by state law, or if the school is located outside the Commonwealth, the school is licensed by the applicable state laws of the state in which it is located; (3) the Institution has an approved course(s) on the Eligible Training Provider List or submits a service application for Trade Adjustment Assistance only; and (4) the Institution shall provide the training as outlined to the Commonwealth when the course(s) were submitted for approval, in the manner prescribed with the Agreement, and in accordance with Federal and State laws.
- C. The Institution shall comply with all USDOL requirements and regulations regarding reporting for the TAA program as administered by L&I. (See, e.g., 29 C.F.R. §§ 97.36(i), 97.40, 97.41)
- D. Students shall not be personally responsible for any unpaid tuition, fees, books, equipment and/or other costs specifically listed for funding by the Institution on the approved TAA Application. The Institution will not prevent the student from completing training in any fashion due to unpaid balances of tuition, fees, books, equipment and/or other costs as specifically included on the approved TAA Application. The Institution will not, due to unpaid balances of tuition, fees, books, equipment and/or other costs as specifically included on the approved TAA Application, withhold a student loan or financial aid payable to the student, bar a student from registration for classes, lock student accounts necessary to complete work, withhold a student's transcript and/or diploma, or any other similar action that affects or interferes with a student's completion of training. Other fees incurred by the student not specifically included on the approved TAA Application (e.g., insurance, pharmaceutical, damages or other) shall remain the responsibility of the student.
- E. The Institution shall provide immediate written notice to L&I in the event that the Institution learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

## VI. BOOKS, TOOLS AND EQUIPMENT

- A. This Agreement covers only required expense items, including but not limited to, books, tools, equipment and fees. Optional expense items will not be covered (See Attachment 6).
- B. Books, tools and equipment purchased under this Agreement are the property of L&I if the student ceases training prior to completion of the course. **The Institution is responsible for retrieving these items and obtaining disposition instructions from: L&I, Bureau of Workforce Development Administration-Fiscal Operations, 651 Boas Street, 12<sup>th</sup> Floor, Harrisburg, PA 17121, RA-LIBWDA-FISCALOPS@pa.gov.** If the student successfully completes the course, the books, tools and equipment become the property of the student.
- C. The Institution must inform students about required and optional costs in order to prevent the student from incurring unnecessary costs.
- D. The Institution shall not incur any cost for any student until he/she is approved by L&I to start school.

## VII. AMENDMENTS

This Agreement constitutes the entire agreement between the parties. No amendments changing its scope or term shall have any force or effect unless it is written and signed by both parties, with the exception of an Agreement Addendum as described in sections I and III above. The Commonwealth reserves the right to reject any or all Agreement amendments that may be requested.

## VIII. MONITORING

- A. The Institution shall provide L&I access to all facilities, staff, and records as applicable to this agreement for monitoring compliance to this agreement, federal and state statutes, regulations, policies, and procedures. Notification will be provided to the Institution by L&I prior to formal monitoring.
- B. L&I may request from the Institution any supporting documents for the purpose of determining compliance to this agreement. These requested documents shall be provided within ten (10) days of L&I's request.
- C. L&I will provide the Institution written notification if deficiencies are found. The Institution shall promptly provide a corrective action plan to correct the noted deficiencies. The approval of the plan shall be at the sole discretion of L&I.
- D. L&I reserves the right to unilaterally suspend this agreement or enrollments if deficiencies are found. This suspension will remain in effect until L&I determines the deficiencies have been corrected or moves to terminate the agreement.

## IX. TERMINATION

- A. L&I retains the right to terminate this Agreement at will upon written notice to the Institution. All terms, conditions, liabilities, and rights contained in this Agreement are subject to cancellation without prejudice or liability to the Commonwealth, except that the Commonwealth will pay the Institution the reasonable cost of all services performed up to and including the date of termination of this Agreement, providing that the Institution complies with the terms of this Agreement.
- B. If, through any cause, the Institution shall fail to fulfill, in a timely or proper manner, its obligations under this Agreement, or if the Institution shall violate any of the provisions of this Agreement, L&I shall have the right to terminate this Agreement, in whole or in part, and specify the effective date of that termination. In that event, all finished or unfinished documents, data, studies, photographs and reports or other material prepared by the Institution under this Agreement, shall at the option of L&I become Commonwealth property, and the Institution shall be entitled to receive just and equitable compensation for any satisfactory work completed.
- C. The above two clauses, A and B, dealing with the termination of the Agreement, do not in any way limit the remedies that may be available to L&I in the event that the Institution fails to properly perform its duties under this Agreement.
- D. L&I retains the right to unilaterally terminate or suspend this Agreement, without notice, in the event of the non-availability of Federal funds. This Agreement is contingent upon the execution and receipt of the supporting Federal Grants and related authorization, which is at the sole discretion of the Commonwealth.

## X. INSURANCE

The Institution shall ensure that all employees of the Institution and students involved in this Agreement or in any subcontract to this Agreement are covered by any applicable insurances (i.e., Workers' Compensation, Unemployment Compensation, Social Security and Liability insurances).

## XI. SOVEREIGN IMMUNITY AND COMMONWEALTH HELD HARMLESS PROVISIONS

**For the purpose of section XI, the term “contractor” means the Institution and term “contract” means Agreement.**

- A. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General

- (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- B. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.
- C. For Commonwealth Entities:
1. Where the Institution is the Commonwealth within the meaning of 1 Pa.C.S. § 2310, this indemnification clause shall not apply and the Institution shall only be liable to the extent authorized by law, and
  2. Where the Institution subcontracts with any entity that is the Commonwealth within the meaning of 1 Pa.C.S. § 2310, this indemnification clause shall not apply, and the subcontractor shall only be liable to the extent authorized by law.

## **XII. CHOICE OF LAW/APPLICABLE LAW**

**For the purpose of section XII, the term “contractor” means the Institution and term “contract” means Agreement.**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

## **XIII. ASSIGNABILITY**

- A. This Agreement may be assigned only with the prior written approval of L&I. Performance of services under this Agreement is not assignable without prior written consent from L&I, which consent may be withheld at the sole absolute discretion of L&I. No invoices will be paid prior to the written approval by L&I.
- B. Any assignment consented to by L&I shall be evidenced by a written assignment agreement executed by the Institution and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Agreement and to assume the duties, obligations, and responsibilities being assigned.

- C. In the event of a change in name, change in ownership and/or contact person(s), the Institution will provide written notification to L&I specifying all changes and updated information on the Contractor Information Form (Attachment 7) and submit the form to L&I at the following address within five (5) days of the official change:

Department of Labor and Industry  
 Bureau of Workforce Development Administration  
 Attn: Grant Services  
 651 Boas Street, Room 1200  
 Harrisburg, PA 17121

**AND**

Email: RA-LI-BWDA-GS@PA.GOV

A change only of name by the Institution, evidenced by the Institution's federal identification number remaining unchanged, is not considered to be an assignment.

- D. The Institution shall have an obligation to notify the Commonwealth in writing if at any time during the term of the agreement an event would cause the Institution to not fulfill its obligation, such as a school closure. Submit the official notification to:

Department of Labor and Industry  
 Bureau of Workforce Development Administration  
 Attn: Trade Services  
 651 Boas Street, Room 1220  
 Harrisburg, PA 17121

**AND**

Email: RA-LI-BWPO-TRADE@pa.gov

#### **XIV. RECORDS**

- A. The Institution shall maintain adequate records relating to its performance under this Agreement and shall permit L&I to have access to student records and instructional facilities, make available to L&I, the U. S. Secretary of Labor, the Comptroller General of the U. S., or any duly authorized representative, any books, documents, papers, and records which are directly related to its performance under this Agreement for the purpose of making audits, monitoring, examination, excerpts and transcriptions. Records shall be maintained for a period of three (3) years after final payment to the Institution.
- B. If, prior to the expiration of the three (3) year retention period, any audit, investigation or litigation is begun or a claim is instituted involving the Agreement covered by the records, the Institution shall retain the records beyond the three (3) year period until the audit, investigation, litigation or claim has been finally resolved.
- C. The Institution shall maintain any statistical records required by L&I and shall produce statistical data at times and on forms prescribed by L&I.

## XV. RIGHT TO KNOW LAW

**For the purpose of section XV, the term “contractor” means the Institution and term “contract” means Agreement.**

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

Information is clearly not exempt from disclosure; the Contractor shall provide the Requested Information within five business days of receipt of written notification of the Commonwealth's determination.

- F. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- G. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- H. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- I. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

## **XVI. CONTRACTOR INTEGRITY PROVISIONS**

**For the purpose of section XVI, the term "contractor" means the Institution and term "contract" means Agreement.**

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

- A. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

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

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
3. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
4. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
5. Contractor certifies to the best of its knowledge and belief that within the last five years Contractor or Contractor Related Parties have not:
  - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - c. had any business license or professional license suspended or revoked;
  - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-

trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01, *et seq.*) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a).
7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the

Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

9. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.

Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.

10. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

## **XVII. CONTRACTOR RESPONSIBILITY PROVISIONS**

**For the purpose of section XVII, the term “contractor” means the Institution and the term “contract” Agreement.**

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

The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

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

- F. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.pa.gov> or contacting the:

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

**XVIII. CERTIFICATION REGARDING FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

**For the purpose of section XVIII, the term “contractor” means the Institution and the term “contract” means Agreement.**

- A. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
- B. The Contractor shall not knowingly enter into any lower tier covered transaction (as defined in Executive Order 12549, Debarment and Suspension) with a subcontractor/sub-recipient who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the United States Department of Labor.
- C. The Contractor will include the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- D. The Contractor shall provide immediate written notice to L&I in the event that the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

**XIX. NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE**

**For the purpose of section XIX, the term “Grantee” means the Institution, and the term “grant” means Agreement.**

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- C. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- D. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- E. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- F. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

- G. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- H. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- I. The Granter’s and each subgrantee’s, contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- J. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

## **XX. FEDERAL NON-CONSTRUCTION ASSURANCES**

The Institution shall comply with all Federal Non-Construction Assurances as listed on SF 424B, attached to this Agreement in Attachment 1.

## **XXI. FEDERAL LOBBYING CERTIFICATION**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of the Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and Agreements under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- D. This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **XXII. FEDERAL FUNDING AND TRANSPARENCY ACT OF 2006**

### **A. Registration and Identification Information**

Grantee must maintain current registration in the Center Contractor Registration ([www.sam.gov](http://www.sam.gov)) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.

Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

### **B. Primary Location**

Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, congressional district, and country. If

performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.

Grantee must provide this information to the Commonwealth along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

### C. Compensation of Officers

Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if—

1. the entity in the preceding fiscal year received—
  - a. 80 percent or more of its annual gross revenues in Federal awards; and
  - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Grantee must provide information responding to this question along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides such information responding to this question.

## **XXIII. DRUG-FREE WORKPLACE**

The Grantee certifies that it will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
  1. the dangers of drug abuse in the workplace;
  2. the Grantee's policy of maintaining a drug-free workplace;

3. any available drug counseling, rehabilitation, and employee assistance programs; and
  4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A;
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the grant, the employee will:
1. abide by the terms of the statement; and
  2. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph D.2, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph D.2, with respect to any employee who is so convicted:
1. taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  2. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

#### **XXIV. HUMAN TRAFFICKING CLAUSE**

**For the purpose of section XXIV, the term “recipient” means the Institution and the term “award” means Agreement.**

- A. Trafficking in persons.

1. Provisions applicable to a recipient that is a private entity.
    - a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
    - b. engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - c. procure a commercial sex act during the period of time that the award is in effect; or
    - d. use forced labor in the performance of the award or subawards under the award.
  2. L&I, as the awarding agency, may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity —
    - a. is determined to have violated a prohibition in paragraph A.1 of this award term; or
    - b. has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
      - i. associated with performance under this award; or
      - ii. imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency.
- B. Provision applicable to a recipient other than a private entity. L&I, as the awarding agency, may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity—
1. is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
  2. has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either—
    - a. associated with performance under this award; or
    - b. imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency.
- C. Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
  2. L&I's right to terminate unilaterally that is described in paragraph A.2 or B of this section:

- a. implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - b. is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. “Employee” means either:
  - a. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
  - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
  - a. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - b. Includes:
    - i. nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b).
    - ii. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## XXV. ANTI-REPRISAL CLAUSE

**For the purpose of section XXV, the terms “contractor” or “grantee” mean the Institution and the term “contract” means Agreement.**

An employee of a contractor, subcontractor, or grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 U.S.C. § 4712(a) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation

related to a Federal contract (including the competition for or negotiation of a contract) or grant.

## **XXVI. CONFLICT OF INTEREST REQUIREMENTS**

- A. The Institution must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non- Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non- Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Institution.
- B. If the Institution has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Institution must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the Institution is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

## **XXVII. PROCUREMENT REQUIREMENTS**

**For the purpose of section XXVII, the term “contractor” means the Institution.**

- A. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
1. Placing unreasonable requirements on firms in order for them to qualify to do business;
  2. Requiring unnecessary experience and excessive bonding;
  3. Noncompetitive pricing practices between firms or between affiliated companies;
  4. Noncompetitive contracts to consultants that are on retainer contracts;
  5. Organizational conflicts of interest;

6. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
  7. Any arbitrary action in the procurement process.
- B. The Institution must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- C. The non-Federal entity must have written procedures for procurement transactions as specified in 2 C.F.R. § 200.319(c).

## **XXVIII. AUDIT CLAUSE**

The Institution must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

If the Institution is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the Institution is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in 2 CFR Part 200.501.

If the Institution expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the Institution is a for-profit entity, it is not subject to the auditing and reporting requirements of 2 CFR Part 200, Subpart F – Audit Requirements (Subpart F). However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient’s compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with Government Auditing Standards, a single audit report or program-specific audit report in accordance with Subpart F. However, these post-award audits must be submitted directly to the affected commonwealth agency that

provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

### **ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE**

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, Government Auditing Standards, and Subpart F.

In addition to the requirements of Subpart F, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

### **SUBMISSION OF THE AUDIT REPORT**

The Institution must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in Subpart F.

### **SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION**

The subrecipients must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account [RA-BOASingleAudit@pa.gov](mailto:RA-BOASingleAudit@pa.gov).

### **AUDIT OVERSIGHT PROVISIONS.**

The Institution is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the Institution's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Institution.

Audit documentation and audit reports must be retained by the Institution's auditor for a minimum of five years from the date of issuance of the audit report, unless the Institution's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

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

**For the purpose of section XXIX, the term “contractor” means the Institution.**

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

**XXX. ENHANCED MINIMUM WAGE PROVISIONS**

**[To be used only as a requirement for the Institution’s own employees – not student stipends or WBLEs.] For the purpose of section XXX, the term “contractor” means the Institution and the term “contract” means Agreement.**

- A. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee’s hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- B. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- C. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
1. exempt from the minimum wage under the Minimum Wage Act of 1968;
  2. covered by a collective bargaining agreement;

3. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
4. required to be paid a higher wage under any state or local policy or ordinance.

D, **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

E, **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

F. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.

G. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

### **XXXI. PEPP**

**For the purpose of section XXXI, the term “recipient” means the Institution.**

- A. The commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the recipient must submit or must have already submitted its ACH and electronic addenda information, if desired, to the commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
- B. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the recipient to properly apply the state agency’s payment to the respective invoice or program.
- C. It is the responsibility of the recipient to ensure that the ACH information contained in the commonwealth’s central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

**XXXII. SIGNATURES**

The signatories represent that they have the authority on behalf of their respective organization to enter into this agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date shown below.

**EDUCATIONAL INSTITUTION:**

\_\_\_\_\_  
Authorized Signatory Printed Name

\_\_\_\_\_  
Authorized Signatory Printed Name

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF LABOR AND INDUSTRY:**

\_\_\_\_\_  
Deputy Secretary or Delegate

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Office of Chief Counsel, Department of Labor and Industry

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved Form 12-FA-3.2  
Office of General Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved Form 12-FA-3.2  
Office of the Attorney General

\_\_\_\_\_  
Date

\_\_\_\_\_  
Comptroller, Office of the Budget

\_\_\_\_\_  
Date

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION  <b>Middle Bucks Institute of Technology</b>	DATE SUBMITTED

**Federal Funding Accountability and Transparency Act of 2006**1. Registration and Identification Information

Grantee must maintain current registration in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.

Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that grantee provides this information.

2. Primary Location

Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, state, congressional district, and country. If performance is to occur in multiple locations, then grantee must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.

Grantee must provide this information to the Commonwealth along with grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that grantee provides this information.

3. Compensation of Officers

Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if--**

(i) the entity in the preceding fiscal year received—

- (I) 80 percent or more of its annual gross revenues in federal awards; and
- (II) \$25,000,000 or more in annual gross revenues from federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the grantee.

Grantee must provide this information along with grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that grantee provides such information.

# Federal Funding Accountability and Transparency Act Sub-recipient Data Sheet

*Sub grantee must provide information along with Sub grantee's return of the signed grant agreement. The Commonwealth will not process the grant until such time that Sub grantee provides such information*

## DUNS NUMBER

DUNS Number:  
DUNS Number + 4 (if applicable):


[INSTRUCTIONS: Sub grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable. Sub grantee must maintain current registration in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards funded pursuant to their sub-grant agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.]

## PRIMARY LOCATION

City:  
State:  
Zip+4:


[INSTRUCTIONS: Sub grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Sub grantee must list the location where the most amount of the grant award is to be expended pursuant to the grant agreement.]

## COMPENSATION OF OFFICERS

Officer 1 Name:  
Officer 1 Compensation:  
Officer 2 Name:  
Officer 2 Compensation:  
Officer 3 Name:  
Officer 3 Compensation:  
Officer 4 Name:  
Officer 4 Compensation:  
Officer 5 Name:  
Officer 5 Compensation:


By marking the following box  
Sub grantee affirms they do not meet  
the conditions for reporting highly  
compensated officials.

[INSTRUCTIONS: Sub grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

(i) the entity in the preceding fiscal year received—

- (I) 80 percent or more of its annual gross revenues in Federal awards; and
- (II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Sub grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Sub grantee.



Agreement Number: TAA NNNN-YY  
Addendum Number: N  
FC – T00000NNNN

Department of Labor and Industry  
Bureau of Workforce Development Administration

**Agreement Addendum**

**Contractor Mailing Address:**

**Contractor Physical Address:**

**Contractor Billing Address:**

**Contact Person:**

**Telephone:**

**Grantor:**

Department of Labor and Industry  
Bureau of Workforce Development  
Administration  
12<sup>th</sup> Flr. Labor and Industry Building  
Harrisburg, PA 17121

**Prepared by:**

Agreement Period: From MM/DD/YYYY To MM/DD/YYYY Telephone:

---

This AGREEMENT ADDENDUM is hereby executed by and between the Commonwealth and Contractor pursuant to Agreement Number TAA –NNNN to which is attached and incorporated.

Prior Funds Obligated: for Total

Current Funds Obligated: for Total  
Under this addendum (+/-)

Total Funds Obligated: for Total

This Agreement is contingent upon the execution of the supporting Federal Grants and related authorization.

PURPOSE OF ADDENDUM:

APPROVED BY:

\_\_\_\_\_  
Comptroller Operations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Bureau of Workforce Development Administration

\_\_\_\_\_  
Date

**NOTE: FOR ADMINISTRATIVE USE ONLY. NOT FOR PUBLIC RELEASE**

This report contains confidential information intended for a specific business purpose and is protected by applicable Pennsylvania State and Federal law. Any disclosure, copying, or unauthorized distribution of this information is strictly prohibited except for the intended business use. When you are finished with this information, it must be either secured, shredded, or destroyed.

### Electronic Invoicing Procedures

Invoices for TAA students are submitted to the Department via the PA CareerLink® website at <https://www.pacareerlink.pa.gov>. Invoices must contain the required documentation to support expenditures, and expenditures must be in alignment with TAA federal and state regulations, rules, policies, procedures, and this agreement. See applicable regulations at the bottom of this page.

1. The invoice process begins when the provider receives notification in CWDS that a TAA student's Addendum has been approved.
2. The provider is responsible for the collection and submission of supporting documentation for all expenditures with the exception of tuition and fees.
3. The provider is responsible for ensuring expenditures are in alignment with the approved TAA application and course outline.
4. The provider creates an invoice by searching for the student's approved addendum.
5. The provider creates an invoice in alignment with the CWDS-entered, training periods. The provider must provide the student's billing period beginning and end dates.
6. The provider must submit the incurred expenditures according to the following categories: tuition, fees, books, and equipment/other.
7. The provider must track any grants or scholarships received by the student for the purpose of offsetting expenditures when applicable and for federal and state financial reporting.
8. The provider must track the fees charged to the trade student for delineation on the invoice.
9. The provider must notify the Department when submitting the final invoice and indicate if the student finished training successfully, finished training unsuccessfully, withdrew from his training program, or was terminated by the Institution.
10. Invoices must be prorated to the last date of attendance for students who withdrew or have been terminated.
11. Invoices received by the Department without error will be processed in a timely manner. Invoices received by the Department with issues/questions/concerns will be electronically returned to the provider for revision or clarification.
12. Invoices approved by the Department will pay within 10-14 days by the PA Department of Treasury.

Invoicing questions can be directed to the Fiscal Operations resource account at [RA-LIBWDA-FISCALOPS@pa.gov](mailto:RA-LIBWDA-FISCALOPS@pa.gov).

Applicable Federal and State regulations, rules, policies and procedures include but are not limited to: Title II of the 1974 Trade Act, Chapter 2, Subchapters A-C, as amended; applicable Federal statutes; State Commonwealth-Secretary of Labor Agreement (the Governor-Secretary Agreement), as under Section 239 of the Trade Act; Department of Labor Appropriations Act, 2019, Pub. L. No. 115-245.; TAA Program Implementing Regulations, including 20 CFR Parts 617 and 618 and 29 CFR Part 90; Executive Orders; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance at 2 CFR 200 and 2900); OMB Circulars; DOL-ETA Directives, including Workforce Innovation and Opportunity Act (WIOA) Final Rules; and this agreement.

## Proration

Trade invoices are prorated if a student withdraws early from his training program. L&I prorates the tuition on the applicable invoice but not the cost of fees, books, and equipment/other. The prorated tuition payment is based on the student's approved trade application.

## Ex. Training Application Summary

Days per week: 5	
Total Number of Weeks of Attendance: 60	5 days X 60 weeks= 300 days of training
Course Start Date (MM/DD/YYYY): 8/26/2019	
Course End Date (MM/DD/YYYY): 5/22/2020	
Tuition: \$36,000.00	\$36,000 / 300 days = \$120 per training day
Fees: \$3000.00	
Books: \$1200.00	
Other: \$300.00	
Total Cost: \$40,500.00	

The prorated tuition is calculated at a per diem rate based on the number of training days held from the beginning of the billing period up to the last day the student attended class. School holidays, breaks, and snow days are not counted, and weekends are not counted for on-line classes. The number of training days held is then multiplied by the per diem tuition rate.

Ex. A trade student started the Spring 2020, semester on January 6, 2020, and last attended class on February 26, 2020. The school was closed on January 20th for Martin Luther King, Jr.'s birthday and February 17th for Presidents' Day. It was also closed on January 30th for a snow day. These three days are not counted in the prorated tuition calculation. Training was held for 35 days up to the last day the student attended class on February 26, 2020. Therefore, the maximum amount L&I will pay the provider for the student's Spring 2020 semester is 35 days x \$120 per training day = \$4200.

If the provider has already received a trade payment for the FULL tuition cost of the semester prior to the student withdrawing or being terminated by the provider, a refund is due back to L&I. For the example given above, if the full tuition cost on the Spring 2020 semester invoice was \$8500 and had already been paid to the provider, L&I would be owed a refund of \$8500 - \$4200 = \$4300.

**TAA ALLOWABLE / NON-ALLOWABLE COSTS**

## Trade - Electronic Invoice Submissions

The training provider shall be advised that all of the allowable costs should be included on the student's trade training application. Expenditures may only be claimed on a trade invoice for disbursement or purchase of required items. If a student purchases any of these items out-of-pocket, he should submit the receipts to the training provider for trade funding reimbursement. At the end of the student's training period, all unexpended funds revert to the Commonwealth.

- A. **Tuition** includes payment for instruction (either credit hours or clock hours) required to receive a degree/diploma/certificate.

There are instances of training programs, particularly at colleges and universities, that involve elective courses as well as required major courses as part of the degree requirement. Students should be advised to select elective courses that are closely related to the major course of study as this will increase the student's employability.

In selecting elective courses, the student shall be advised that approval of the cost of the optional courses as electives is contingent on the cost of the course. Courses such as Photography, Scuba Diving, Art, etc. taken as electives and which require purchase of expensive or recreational equipment/supplies will not be approved.

- B. **Fees** include payment for services required by the training facility. Fees which are not items of instruction or directly related to the occupational objective are not covered. Approvable fees might include acceptance fees, enrollment fees, registration fees, library fees, science laboratory fees, technology/computer fees, graduation fees, certification testing fees, and liability insurance fees required for specific courses such as Nursing.

Fees that are not approvable are parking fees, late fees, drop fees, club/fraternity/sorority dues, student activity fees (unless all students at the facility are required to pay a student activity fee), class rings, and pins (except for Nursing/Medical program pins).

- C. **Books** are textbooks, workbooks, reference books, electronic books, and software that are specifically required by the instructor to complete course requirements. Books designated as supplemental readings, optional, or helpful are not covered by TAA.

Equipment and supplies purchased in the bookstore should not be entered in this category; use the equipment and supplies category. Supporting documentation is required for all books.

- D. **Equipment/Supplies/Other** includes specific items necessary to complete a training program. These items are required by the instructor, and each student in the class must possess his/her own of these items. Supporting documentation is required for all equipment/supplies. Optional items are not covered with trade funds.

These items are to be of a quality sufficient to meet the minimum standard of performance to complete the course. TAA funds will purchase items that are reasonable and necessary; therefore, the most expensive items on the market should not be purchased. This is a one-time

purchase. Replacement items are not approvable. For photography courses, students may rent cameras; they are not to be purchased.

**1. Examples of Approvable Equipment and Supplies are:**

- a. Hand tools for a person in Auto Mechanics class;
- b. Calculator for a Mathematics or Engineering class;
- c. T-square, drawing board, drafting paper, and specialized pens and pencils for Drafting courses;
- d. Stethoscope and scissors for Nursing courses;
- e. Accounting ledger and graph paper for Accounting courses;
- f. Steno pads and typing paper for Secretarial Science courses; and
- g. One flash drive for the entire trade course of study.

**2. Examples of Approvable Electronics:**

The Department will pay for the purchase of a Desktop Computer, Laptop Computer, or Electronic Tablet if one is REQUIRED by the training provider for the student's Trade program. The acquisition cost covered by the Department is limited to \$500.00. Written documentation in the form of a program of study overview and/or a class syllabus stating the electronic device is required for the student's trade program must be submitted with the Trade invoice. The reimbursement of an electronic device is allowable one time only per training student for the entirety of his or her enrollment period. See Uniform Guidance for additional information regarding acquisition costs and supplies.

**3. Examples of Non-Approvable Equipment and Supplies are:**

General office supplies such as paper, pencils, pens, paper clips, glue, staplers, notebooks and binders, book bags, back packs, art materials, athletic clothing and equipment (unless specifically required for a physical education course).

**E. Other/Miscellaneous**

1. **Clothing** includes items specifically required by the instructor for the safety and/or identification of the student, and that which the instructor requires each student to possess his/her own one of these items. Approved items include items such as uniforms and scrubs, stethoscope, lab coat, nursing shoes, goggles, welding gloves and coat, mechanic tools, and steel-toed boots. In all cases of clothing, TAA will only cover the minimum number of required items as an initial supply. Costs must be reasonable. Replacement clothing is not approvable. Non-Approved items include jeans, business casual clothing, athletic clothing (unless specifically required as part of a required physical education class) or prescription safety glasses.
2. **Physicals.** Physicals, immunizations, TB tests, and/or bloodwork required for CDL, Nursing, Medical, and Educational programs are approvable costs.
3. **Tests:** The costs of final exams, licensing fees, and certifications are covered providing the exams/tests/certifications are required to obtain employment.
4. **Clearances:** Background/Criminal clearance, Child Abuse clearance, and fingerprinting required for any professions that could be in contact with children are approvable costs.
5. **Meetings:** Costs associated with off-campus conferences, meetings, conventions, and/or seminars are not covered items. In addition, every attempt should be made to ensure that internship/externship training is within the student's normal commuting area (within 50 miles of the student's residence).

## CONTRACTOR INFORMATION FORM

**A. Please provide the following identifying information:**

**Current LEGAL Name:** \_\_\_\_\_

**Fictitious/DBA Name:** \_\_\_\_\_

**Current Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Federal Employer Identification Number (FEIN):** \_\_\_\_\_ - \_\_\_\_\_

**System Application Products (SAP) Vendor ID:** \_\_\_\_\_ - \_\_\_\_\_

**DUNS Number:** \_\_\_\_\_

Please check the appropriate box for your institution. If other, please fill in the type of institution:

Sole-Proprietor     Corporation/LLC     Partnership     Other: \_\_\_\_\_

**You must provide Corporation Papers along with this document if you are a corporation.**

**Important Note:** The above information is required and must match your Provider Folder in CWDS and your SAP Vendor account. For more information regarding SAP or to set-up an SAP account, please contact Vendor Data Management Unit (VDMU) at 717-346-2676 (Harrisburg area) or 877-435-7363 (Toll free). When requesting a SAP vendor ID, ask for a Non-Procurement Registration. All training providers for the Commonwealth are required to have a valid SAP Vendor ID number in order to receive prompt payment.

**Authorized Signatory Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Primary Contact Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please check box if the above information is for a NEW primary contact person

**Fiscal Contact Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please check box if the above information is for a NEW fiscal contact person

<b>Preparer Name:</b> _____ <b>Title:</b> _____
<b>Signature:</b> _____
<b>Date:</b> _____

**Important Note:** If your Legal Name, Ownership, FEIN, or address has changed your Institution and/or the new owner must contact VDMU to report the changes(s), and to determine whether a new SAP Vendor ID must be obtained.

**B. If your legal name has changed, complete this section and attach the appropriate documentation:**

<b>Previous Legal Name:</b> _____
<b>Previous Trade Assistance Act (TAA) Number:</b> ____ _

**C. If there has been a change of ownership, complete this section and attach the appropriate documentation:**

<b>Previous Legal Name:</b> _____
<b>Date of Acquisition:</b> _____
<b>Method of Acquisition:</b> <input type="radio"/> Acquisition of Existing Operation <input type="radio"/> Consolidation <input type="radio"/> Merger
<input type="radio"/> Other: _____
<b>Previous Trade Assistance Act (TAA) Number:</b> ____ _

**D. If your address has changed, complete this section:**

<b>Previous Address:</b> _____
_____
_____

**E. FOR OFFICE USE ONLY**

<b>Date Received:</b> _____
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## CONTRACTOR INFORMATION FORM

### INSTRUCTIONS TO COMPLETE CONTRACTOR INFORMATION FORM (CIF)

**You must complete Block A each time you fill out this form. Please complete Blocks B, C, & D if applicable.**

#### 1. Block A: BASIC INFORMATION

- a. Please fill in your LEGAL name, Doing Business As (DBA) name (as filed with Pennsylvania Department of State), address of institution, Federal Employer Identification Number (FEIN), System Application Products (SAP) Vendor ID, and type of institution.
  - i. **Important Note:** The above information is required and must match your Provider Folder in CWDS and your SAP Vendor account. For more information regarding SAP or to set-up an SAP account, please contact Vendor Data Management Unit (VDMU) at 717-346-2676 (Harrisburg area) or 877-435-7363 (Toll free). When requesting a SAP vendor ID, ask for a Non-Procurement Registration. All training providers for the Commonwealth are required to have a valid SAP Vendor ID number in order to receive prompt payment.
  - ii. **Corporation-**You must provide corporation papers along with this document if you are a corporation.
  
- b. **AUTHORIZED SIGNATORY** – Enter the printed Name and Title of the person authorized to sign contract agreements on behalf of your institution/institutions.
  
- c. **PRIMARY CONTACT PERSON(s)** – Enter the name, title, telephone including extension, if any, fax number, e-mail and address of the individual to be contacted concerning any questions related to the TAA master agreement with this organization.
  
- d. **FISCAL CONTACT PERSON(s)** – Enter the name, title, telephone including extension, if any, fax number, e-mail and address of the individual to be contacted regarding invoicing.
  
- e. **SIGNATURE** – Please Print your name and Title as the preparer of this form. Sign and date.

2. **Important Note:** If your Legal Name, Ownership, FEIN, or address has changed your Institution and/or the new owner must contact VDMU to report the changes(s), and to determine whether a new SAP Vendor ID must be obtained.

- a. **Block B: LEGAL NAME CHANGE** - Complete Block A and this block if your institution has changed its Legal Name. Fill in the institution's previous Legal Name and previous Trade Master Agreement #.
- b. **Block C: CHANGE OF OWNERSHIP** – Complete Block A and this block if you have had a change of legal ownership due to acquisition (sale), consolidation or merger. Attach a copy of the appropriate document filed with PA Department of State. Fill in the institution's previous Legal Name and previous Trade Master Agreement #.
- c. **Block D: ADDRESS CHANGE** – Complete Block A and this block if your address has changed by filling in your previous address.

**Please fax, email, or mail the completed form to BWDA.**

**Fax: (717) 705-3799**

**E-mail: [RA-JL-BWDA-GS@pa.gov](mailto:RA-JL-BWDA-GS@pa.gov)**

**Mail: Department of Labor & Industry  
Bureau of Workforce Development Administration  
Attn: Grant Services  
651 Boas Street, Room 1200  
Harrisburg, PA 17121**

**Eligible Training Programs/Providers Certification  
Local Workforce Development Areas**

<b>LWIA</b>	<b>Location</b>	<b>Counties Served</b>
<b><u>Allegheny County</u></b> 412-552-7090	650 Smithfield Street Pittsburgh, PA 15222	Allegheny County less the City of Pittsburgh
<b><u>Berks County</u></b> 610-988-1363	1920 Kutztown Road, Suite G Reading, PA 19604	Berks
<b><u>Bucks County</u></b> 215-874-2800	1268 Veterans Highway Bristol, PA 19007	Bucks
<b><u>Central PA</u></b> 570-568-6868	130 Kelly Square, Suite 1 Lewisburg, PA 17837	Centre, Clinton, Columbia, Lycoming, Mifflin, Montour, Northumberland, Snyder, & Union
<b><u>Chester County</u></b> 610-344-6900	479 Thomas Jones Way, Suite 500 Exton, PA 19341	Chester
<b><u>Delaware County</u></b> 610-713-2216	1570 Garrett Road Upper Darby, PA 19082	Delaware
<b><u>Lackawanna County</u></b> 570-342-3649	201 Lackawanna Ave, Suite 215 Scranton, PA 18503	Lackawanna
<b><u>Lancaster County</u></b> 717-735-0333	313 West Liberty Street Lancaster, PA 17603	Lancaster
<b><u>Lehigh Valley</u></b> 610-841-1122	555 Union Boulevard Lehigh Valley, PA 18109	Lehigh & Northampton
<b><u>Luzerne-Schuylkill</u></b> 570-822-1101	22 East Union Street, Suite 115 Wilkes-Barre, PA 18701	Luzerne & Schuylkill
<b><u>Montgomery County</u></b> 610-278-5950	1855 New Hope Street Norristown, PA 19401	Montgomery
<b><u>North Central</u></b> 814-245-1835	425 Old Kersey Road Kersey, PA 15846	Cameron, Clearfield, Elk, Jefferson, McKean, & Potter
<b><u>Northern Tier</u></b> 570-265-1515	312 Main Street Towanda, PA 18848	Bradford, Sullivan, Susquehanna, Tioga, & Wyoming
<b><u>Northwest</u></b> 814-333-1286	920 Water Street, Suite 32B Meadville, PA 16335	Clarion, Crawford, Erie, Forest, Venango, & Warren
<b><u>Philadelphia</u></b> 215-963-2100	1617 J.F.K. Boulevard, 13th Floor Philadelphia, PA 19103	Philadelphia
<b><u>Pittsburgh</u></b> 412-552-7090	650 Smithfield Street Pittsburgh, PA 15222	City of Pittsburgh
<b><u>Pocono Counties</u></b> 570-325-2462	76 Susquehanna Street, Suite 1 Jim Thorpe, PA 18229	Carbon, Monroe, Pike, & Wayne
<b><u>South Central</u></b> 717-920-2840	4201 Crums Mill Road, Suite 200 Harrisburg, PA 17112	Adams, Cumberland, Dauphin, Franklin, Juniata, Lebanon, Perry, & York
<b><u>Southern Alleghenies</u></b> 814-949-6507	3 Sheraton Drive Altoona, PA 16601	Bedford, Blair, Cambria, Fulton, Huntingdon, & Somerset
<b><u>Southwest Corner</u></b> 724-229-5083	351 West Beau Street, Suite 300 Washington, PA 15301	Beaver, Greene, & Washington
<b><u>Tri-County</u></b> 724-282-9341	112 Hollywood Drive, Suite 201 Butler, PA 16001	Armstrong, Butler, & Indiana
<b><u>West Central</u></b> 724-658-2501	44 South Beaver Street New Castle, PA 16101	Lawrence & Mercer
<b><u>Westmoreland/Fayette</u></b> 724-755-2145	145 Pavilion Lane Youngwood, PA 15697	Fayette & Westmoreland

## CONTRACT SIGNATURE REQUIREMENT

The following are signature requirements for the various legal entities:

- A. Contracts with Individuals:** A contract with an individual shall show the individual as the contractor and be signed by the individual in his or her own name. A contract with an individual doing business as a firm shall be signed by that individual in his or her own name and will ordinarily take the following form:

John Doe (Signed)  
John Doe, an individual doing  
business as John Doe Company

- B. Contracts with Partnerships:** A contract with a partnership shall show the partnership name as the contractor. The contract needs to be signed by only one partner if the authority of that partner to bind the partnership has been established. [Evidence required to establish the authority of a particular partner to bind the partnership, including whether the partner is a general or limited partner, shall be determined by the agency and its agency counsel.]
- C. Contracts with Corporations:** A contract with a corporation shall show the corporate name as the contractor. The individual authorized to sign the contract on behalf of the corporation shall sign and indicate his or her official title.

NOTE: Contracts submitted without required signatures will be returned unapproved.

**MBIT**  
**MBIT**  
**MIDDLE BUCKS**  
**INSTITUTE OF TECHNOLOGY**



**Middle Bucks Institute of Technology**

**Comprehensive Plan**

**7/01/2021 - 06/30/2024**

# CTC Profile

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## Demographics

2740 York Road  
Jamison, PA 18929  
(215)343-2480

Administrative Director: Kathryn Strouse

## Planning Process

In September 2019, Middle Bucks Institute of Technology continued the comprehensive planning process to provide direction for the school for the next three years (2021-2024).

A Comprehensive Planning Core Team comprised of 29 Middle Bucks parents, students, community members, college partners, sending school administrators, teachers, school board members and administrators met to develop the plan. The needs assessment was completed and the action plans were developed with a focus on moving forward to accomplish our mission and goals.

In addition, throughout the 2019-20 school year a number of discussions were held with larger groups of stakeholders including the Local Advisory Council, the Professional Advisory Council, and the Middle Bucks Executive Council to elicit feedback and input. The resulting plan offers a roadmap for the continuous improvement of academic rigor and student achievement.

The Middle Bucks Institute of Technology Comprehensive Plan was posted on the school website for a 28-day review on August 10, 2021. There were also hard copies of the Comprehensive Plan available to the community for review at the school's Main Office.

The Middle Bucks Executive Council reviewed and approved the Comprehensive Plan on August 9, 2021 and it was filed with the Pennsylvania Department of Education on August 10, 2021.

Middle Bucks Institute of Technology would like to offer it's sincere thanks to Ms. JoAnn Perotti, Director of Strategic Services and Mr. Andrew Coonradt, Teaching and Learning Specialist at the Bucks County Intermediate Unit #22, for their assistance with facilitating our Comprehensive Planning Process.

The full implementation of the 2021-2024 Comprehensive Plan for Middle Bucks Institute of Technology will begin in September 2021.

## **Mission Statement**

Middle Bucks Institute of Technology's mission statement is a declaration of the school's purpose, which is to provide rigorous and integrated educational experiences required for higher education or work. It articulates why we exist and gives shared meaning to the work of everyone in the school.

### **Our Mission**

Preparing tomorrow's workforce today

## **Vision Statement**

### **Vision Statement**

Middle Bucks Institute of Technology provides students with the necessary technical, academic, and employability skills to enter, compete, and advance in their future education and careers.

## **Shared Values**

### **Shared Values**

Middle Bucks Institute of Technology promotes the following primary values:

- Shared vision
- High expectations
- Dignity and respect
- Collaboration
- Commitment to change
- Continuous improvement
- Global awareness

## Steering Committee

Name	Position/Role	Building/Group/Organization	Email
Kathryn Strouse	Administrator	Middle Bucks Institute of Technology	kstrouse@mbit.org
Robert Fraser	Administrator	Council Rock SD	rfraser@crsd.org
Stacy Pakula	Administrator	Middle Bucks Institute of Technology	spakula@mbit.org
Lauren Doherty	Administrator	Middle Bucks Institute of Technology	ldoherty@mbit.org
Dana Hunter	Board Member	Middle Bucks Institute of Technology	dhunter@cbsd.org
Jon Panofsky	Board Member	Middle Bucks Institute of Technology	pardjo@centennialsd.org
Thomas Biehl	Business Representative	BnB Electrical Services LLC	Bnbservices.pa@gmail.com
Kati Driban	Business Representative	The Wellness Project LLC	kati@pawellnessproject.com
Janice Solkov	Community Representative	Educational Consultant	drjanice1@yahoo.com
Charles Kleinschmidt	Community Representative	Warminster, PA	ckleinschmidt@verizon.net
Sandra Fitzpatrick	Ed. Specialist - Special Ed. Teacher	Middle Bucks Institute of Technology	sfitzpatrick@mbit.org
Sarah Webber	Ed. Specialist - School Nurse	Middle Bucks Institute of Technology	swebber@mbit.org
Sean Castineira	High School Teacher	Middle Bucks Institute of Technology	scastineira@mbit.org
Maura Duncan	High School Teacher	Middle Bucks Institute of Technology	mduncan@mbit.org
Steven Guinan	High School Teacher	Middle Bucks Institute of Technology	sguinan@mbit.org
Michael Sykes	High School Teacher	Middle Bucks Institute of Technology	msykes@mbit.org
Robin Peralta	Parent	Middle Bucks Institute of Technology	hollandinteriors@hotmail.com

<b>Name</b>	<b>Position/Role</b>	<b>Building/Group/Organization</b>	<b>Email</b>
Mary Murray	Parent	Middle Bucks Institute of Technology	murrays24@verizon.net
Michael Godown	Parent	Middle Bucks Institute of Technology	thegodowns@verizon.net
Katrina Brillman	Parent	Middle Bucks Institute of Technology	katbrill@yahoo.com
Melissa D'Amato	Parent	Middle Bucks Institute of Technology	Melissa.damato@outlook.com
Danielle Nixon	Student	Middle Bucks Institute of Technology	dnixon@mbit.org
Oliver Cavalli	Student	Middle Bucks Institute of Technology	ocavalli@mbit.org
Annemarie Hoyt	Student	Middle Bucks Institute of Technology	ahoyt@mbit.org
Paige Smith	Student	Middle Bucks Institute of Technology	psmith@mbit.org
Michael Kelly	Student	Middle Bucks Institute of Technology	mkelly@mbit.org
Michael Ott	Student	Middle Bucks Institute of Technology	mott@mbit.org
Emily Hartingh	Student	Middle Bucks Institute of Technology	ahartingh@mbit.org
Nico Marchione	Student	Middle Bucks Institute of Technology	nmarchione@mbit.org

## MIDDLE BUCKS INSTITUTE OF TECHNOLOGY Profile

Middle Bucks Institute of Technology is a middle to upper economic class, rural community located in the central part of Bucks County. The picturesque high school campus sits on 58 acres and serves as a satellite campus for four local school districts; Centennial, Central Bucks, Council Rock, and New Hope-Solebury. Middle Bucks is a part-time career and technical high school for students who are seeking to enhance their educational program with a highly relevant career and technical experience connected directly to the real world of business and industry. Over 400 business and industry advisors review and update the school's educational program annually. The Middle Bucks experience provides students with a blend of classroom theory, technical applications in leading edge laboratories, and work-based experiences both on and off campus. Students learn and apply language arts, mathematics, science, communications, and technology in a way that has personal meaning and career relevance.

The educational program is organized around five career clusters and operates twenty-two state approved career pathway programs. Each program offers students the opportunity to earn industry certification and acquire career readiness skills. There are approximately 830 secondary students who attend Middle Bucks. In addition, the school clientele also includes approximately 500 adults who are enrolled in daytime, evening, and customized industry training programs. The school operates fall and spring adult evening semesters and a summer career exploration program for middle school students.

Middle Bucks is a valued community resource that prepares today's students for tomorrow's emerging technologies and provides students with the competitive edge needed to compete in a global marketplace and succeed in college.

## Educational Value Statements

### Students

Students will collaborate and actively engage in learning with a focus on college and career readiness while acquiring positive social and emotional life-skills.

### Staff

Staff will set high expectations, continuously improve instruction, and provide equitable learning opportunities for all students.

### Administration

Administration will establish high expectations and commitment to change and providing the resources that support education, wellness, school operations and technology.

### Parents

Parents will share in decision making and work together with educators to achieve mutually agreed-upon goals that support the needs of academic and social well-being of students.

### Community

Business and industry partners, will support learning through clinical, work-based education, and apprenticeship experiences that provide real world experience that enhance college and career readiness.

Summary of Strengths and Challenges

Strengths

Strength	Consideration In Plan
Technical programs are all approved through the Pennsylvania Department of Education CATS system.	No
All students have the opportunity to earn industry recognized certifications.	No
The NOCTI assessment is administered to all senior and provides each student with individual career readiness data.	No
The K-12 Guidance Plan was developed in cooperation with PDE and the sending school districts and offers career exploration to elementary, middle and high school students. It provides a wealth of career readiness and job placement experiences and addresses social wellness.	Yes
Align curricular materials and lesson plans to the PA Standards	Yes
Organize programmatic, human, and fiscal capital resources aligned with the school improvement plan and needs of the school community	Yes
Continuously monitor implementation of the school improvement plan and adjust as needed	Yes
Promote and sustain a positive school environment where all members feel welcomed, supported, and safe in school: socially, emotionally, intellectually and physically	Yes
Partner with local businesses, community organizations, and other agencies to meet the needs of the school	Yes
94.71% of students earned industry recognized certifications	No
87.85% of the students score advanced or competent on the NOCTI exam	No
97.21% of students graduated high school	No
97.03% - Middle Bucks students earned a high school diploma	No
87.85% - Middle Bucks 12th graders scored Advanced or Proficient on the NOCTI assessment	No
94.71% - Middle Bucks students earned industry certifications	No

## Challenges

Challenge	Consideration In Plan
The special education population is 42.5%, which can be challenging with preparing students to successfully complete NOCTI.	Yes
Expanding the K-12 Guidance Plan to foster understanding of diversity and equity would be beneficial to the students.	Yes
Implement a multi-tiered system of supports for academics and behavior	Yes
Implement evidence-based strategies to engage families to support learning	Yes
Monitor and evaluate the impact of professional learning on staff practices and student learning	Yes
Establishing a system that differentiates instruction to meet the varied learning needs of the students	Yes
Establishing a system that ensure students who are academically and economically at risk are supported by a process that provides interventions based upon the student need and includes procedures for monitoring effectiveness.	Yes
The Students with Disabilities population is 42.5%, which can be challenging with preparing students to earn industry recognized certification.	Yes
Expanding career exploration opportunities to students at the elementary and middle school levels.	Yes
Nontraditional participation and completion rate (13.99%) is below state rate 16.35.	No
45.5% - Middle Bucks students did not meet the attendance benchmark, which is 85.8%.	No
46% - Middle Bucks students with IEPs.	No

### Most Notable Observations/Patterns

There has been significant turnover in teaching staff over the past 2-years due to retirements with more than a third of the teachers non-tenured.

## Analyzing Strengths and Challenges

### Strengths

Strength	Discussion Points
The K-12 Guidance Plan was developed in cooperation with PDE and the sending school districts and offers career exploration to elementary, middle and high school students. It provides a wealth of career readiness and job placement experiences and addresses social wellness.	The opportunity for students to explore career options starting in the elementary grades provides them with a more focused career pathway.
Align curricular materials and lesson plans to the PA Standards.	Aligning technical and academic standards teaches students the connection between both skills and how they are needed to succeed in real-world jobs.
Organize programmatic, human, and fiscal capital resources aligned with the school improvement plan and needs of the school community.	Educating all facets of the organization on the importance of how the school resources support the school's improvement plan and need of the school community.
Continuously monitor implementation of the school improvement plan and adjust as needed.	Monitoring the implementation of the school improvement plan and making the necessary adjustments validates the successfulness of the plan.
Promote and sustain a positive school environment where all members feel welcomed, supported, and safe in school: socially, emotionally, intellectually and physically.	With students attending MBIT from eight different high schools, it is important to create a positive environment that supports diversity.
Partner with local businesses, community organizations, and other agencies to meet the needs of the school.	MBIT's mission is to prepare tomorrow's workforce today so the school fosters relationships with business and community agencies to both provide training resources for our students and support the local workforce.

## Challenges

Challenge	Discussion Points	Priority For Planning	Priority Statement
The special education population is 42.5%, which can be challenging with preparing students to successfully complete NOCTI.	Should funding for students with special education plans follow the student to MBIT?	No	
Expanding the K-12 Guidance Plan to foster understanding of diversity and equity would be beneficial to the students.	There is a need for professional development in the area of diversity and equity.	No	
Implement a multi-tiered system of supports for academics and behavior.	Include Student Assistant Team.	Yes	Establish a multi-tier system that ensures students who are at-risk are supported by a process that provides interventions based upon student needs with procedure for monitoring effectiveness.
Implement evidence-based strategies to engage families to support learning.		No	
Monitor and evaluate the impact of professional learning on staff practices and student learning.	Participate in TAP Curriculum & Instruction Review through SREB.	Yes	Provide ongoing professional development using research-based strategies to provide staff with tools to expand teaching skills and integration of technology.
Establishing a system that differentiates instruction to meet the varied learning needs of the students.	Offer two levels of professional development training: 1) non-tenured teachers 2) experienced teachers.	Yes	Refine curriculum to ensure equity, access and diversity to meet the varied learning needs of the students.

<p>Establishing a system that ensure students who are academically and economically at risk are supported by a process that provides interventions based upon the student need and includes procedures for monitoring effectiveness.</p>	<p>Implement planned interventions approaches to address students at risk in your learning tasks, instructions, and directions. Try to anticipate where the needs will be and then address them. Intervene as much as possible to support students at risk. If your intervention strategies are working, continue to use them. If they're not working, plan for new interventions that will help students succeed.</p>	<p>Yes</p>	<p>Establish practices to better ensure quality educational opportunities using identified trends and data to target interventions for at-risk students and monitor effectiveness.</p>
<p>The Students with Disabilities population is 42.5%, which can be challenging with preparing students to earn industry recognized certification.</p>		<p>No</p>	
<p>Expanding career exploration opportunities to students at the elementary and middle school levels.</p>	<p>Consider expanding virtual tour options to promote career exploration at the elementary and middle school level.</p>	<p>No</p>	

## Goal Setting

**Priority: Establish a multi-tier system that ensures students who are at-risk are supported by a process that provides interventions based upon student needs with procedure for monitoring effectiveness**

Outcome Category	Measurable Goal Statement	Measurable Goal Nickname	Target Year 1	Target Year 2	Target Year 3
Essential Practices 3: Provide Student-Centered Support Systems	By the 2023-2024 school year, teachers will implement student-centered instructional practices that promote personalized learning a minimum of 25% of the time.	Student Advisory Council	Establish a Student Advisory Council that meets quarterly to solicit student input on the needs and issues facing students.	Provide professional learning on promoting personalized learning using student-centered approaches to give students the skills they need to succeed after high school and participate in their communities.	By the 2023-2024 school year, teachers will implement student-centered instructional practices that promote personalized learning a minimum of 25% of the time.

**Priority: Provide ongoing professional development using research-based strategies to provide staff with tools to expand teaching skills and integration of technology**

Outcome Category	Measurable Goal Statement	Measurable Goal Nickname	Target Year 1	Target Year 2	Target Year 3
Professional learning	By the end of the 2022-2023 school year, non-tenured teachers will implement literacy strategies and restorative practice techniques a minimum of 50% of the time.	Professional Development for New Teachers	Provide MAX Teaching for Literacy training to provide authentic classroom modeling on implementing literacy strategies in the content-area classrooms.	Provide training to implement effective school and classroom management techniques related to Restorative Practices emphasizing the importance of fostering positive, healthy school climates and helping student to learn from their mistakes.	By the end of the 2022-2023 school year, non-tenured teachers will implement literacy strategies and restorative practice techniques a minimum of 50% of the time.
Professional learning	By the end of the 2022-2023 school year, professional staff will implement virtual instructional practices a minimum of 25% of the time.	Virtual Teaching Skills	Offer monthly professional learning classes to expand teachers' knowledge on virtual platforms and teaching tools.	Offer monthly professional learning classes on gamification and other learning apps to enhance student participation and motivation.	By the end of the 2022-2023 school year, professional staff will implement virtual instructional practices a minimum of 25% of the time.

**Priority: Refine curriculum to ensure equity, access and diversity to meet the varied learning needs of the students**

<b>Outcome Category</b>	<b>Measurable Goal Statement</b>	<b>Measurable Goal Nickname</b>	<b>Target Year 1</b>	<b>Target Year 2</b>	<b>Target Year 3</b>
Essential Practices 4: Foster Quality Professional Learning	By the end of the 2023-2024 school year, professional staff will implement inquiry-focused on ethical concern instruction a minimum of 50%.	Professional Development	All professional staff will participate in professional learning that focuses on equity, ethical concerns for children, cultural diversity and social-emotional wellness.	All professional staff will participate in professional learning that focuses on knowledge of adolescent development and learning.	By the end of the 2023-2024 school year, professional staff will implement inquiry-focused on ethical concern instruction a minimum of 50%.
Community school model	By the end of the 2022-2023 school year, partnerships between the school and other community resources that integrates academics, supports and opportunities leads to improved student learning, stronger families and healthier communities will increase by 10%.	Business, Industry & Community Partners	Participate in Career Ready Bucks initiative that networks with business, schools, and community resources to provide career pathway resources to students.	Develop a school - parent committee that explores best practices that improve learning and build stronger families.	By the end of the 2022-2023 school year, partnerships between the school and other community resources that integrates academics, supports and opportunities leads to improved student learning, stronger families and healthier communities will increase by 10%.
Community Engagement	By the end of the 2023-2024 school year, community engagement and outreach resources to promote key components of the school's culture and image will increase by 25%.	Promoting Middle Bucks	Develop an interactive virtual tour program geared towards career exploration for 6th grader students and offered to all sending school districts.	Establish a committee to develop creative and meaningful social media (e.g., virtual tours, newsletters, press releases, blogs, websites, etc.) to build awareness and increase enrollment.	By the end of the 2023-2024 school year, community engagement and outreach resources to promote key components of the school's culture and image will increase by 25%.

Priority: Establish practices to better ensure quality educational opportunities using identified trends and data to target interventions for at-risk students and monitor effectiveness.

Outcome Category	Measurable Goal Statement	Measurable Goal Nickname	Target Year 1	Target Year 2	Target Year 3
Essential Practices 1: Focus on Continuous Improvement of Instruction	By the end of the 2023-2024 school year, teachers will transition 100% to implementing Guides4Learning (LMS) for the administration, documentation, tracking, reporting, and delivery of technical courses.	Guides4Learning LMS	Build courses 1, 2 and 3 in Guides4Learning	Build courses 4,5 and 6 in Guides4Learning	By the end of the 2023-2024 school year, teachers will transition 100% to implementing Guides4Learning (LMS) for the administration, documentation, tracking, reporting, and delivery of technical courses.
Industry-Based Learning	By the end of the 2022-2023 school year, teacher will be able to analyze NOCTI scores to identify areas for improving subject matter teaching 100% of the time.	NOCTI Improvement Plan	Provide MAX Teaching professional development of NOCTI data analysis to identify the standard level of performance by program.	Apply NOCTI data analysis to improve instruction in the objective areas identified need of improvement by program.	By the end of the 2022-2023 school year, teacher will be able to analyze NOCTI scores to identify areas for improving subject matter teaching 100% of the time.
Essential Practices 3: Provide Student-Centered Support Systems	By the end of the 2023-2024 school year, professional staff will implement personalized, engaging, competency-based, student-centered instructional strategies to encourage students to take greater responsibility for their learning so every student gains the skills needed to succeed and contribute to society a minimum of 50% of the time.	Student-Centered Learning Approach	Provide professional development training and collaboration opportunities for teachers to learn instructional best practices on Diversity, Equity and Inclusion.	Implement a variety of learning experiences, instructional approaches, and academic-support strategies to address the learning needs, interests, career aspirations, or cultural backgrounds of individual students and groups of students.	By the end of the 2023-2024 school year, professional staff will implement personalized, engaging, competency-based, student-centered instructional strategies to encourage students to take greater responsibility for their learning so every student gains the skills needed to succeed and contribute to society a minimum of 50% of the time.

## Action Plan

Action Plan for: PAYS Survey						
Measurable Goals		Anticipated Output			Monitoring/Evaluation	
<ul style="list-style-type: none"> <li>Student Advisory Council</li> </ul>		MBIT will implement activities, programs and resources to support student interested and social emotional needs.			MBIT Student Survey Results, Student Advisory Council meeting minutes	
Action Step	Anticipated Start Date	Anticipated Completion Date	Lead Person/Position	Material/Resources/Supports Needed	PD Step?	Com Step?
Create a Student Advisory Council to provide administration and the school board with input related to decisions that impact the student learning success.	09/01/2021	06/30/2022	CTC Supervisor	PAYS Survey MBIT Student Climate Survey MBIT Senior Survey	No	No

Action Plan for: MAX Teaching						
Measurable Goals		Anticipated Output			Monitoring/Evaluation	
<ul style="list-style-type: none"> <li>Professional Development for New Teachers</li> </ul>		New teachers, especially those entering the field directly from industry will learn skills to enhance their classroom teaching pedagogy.			PDE 82-1 Teacher Effectiveness Rating form Classroom Observations	
Action Step	Anticipated Start Date	Anticipated Completion Date	Lead Person/Position	Material/Resources/Supports Needed	PD Step?	Com Step?
Provide new teacher with access to MAX Teaching training to strength pedagogical skills.	09/01/2021	06/30/2023	Assistant Director	MAX Teaching Technical Assistance Program (TAP) Mentor teachers	Yes	No

Action Plan for: Provide Professional Development training that support classroom teaching						
Measurable Goals		Anticipated Output			Monitoring/Evaluation	
<ul style="list-style-type: none"> <li>Professional Development</li> <li>Professional Development for New Teachers</li> <li>Virtual Teaching Skills</li> </ul>		Teachers will develop additional teaching skills to further engage and differentiate instruction to meet the needs of their students.			NOCTI Scores, Industry credential, Withdraw rate, Completion rate, Non-traditional retention rate	
Action Step	Anticipated Start Date	Anticipated Completion Date	Lead Person/Position	Material/Resources/Supports Needed	PD Step?	Com Step?
Develop and implement Professional Development activities that further cultivate the teachers' ability to adapt to various learning situations and promote equity and inclusion.	09/01/2021	06/30/2023	Assistant Director	Remote Classroom Teaching Strategies - in house training Diversity, Inclusion & Equity training Threat Assessment Team training School Safety training MAX Teaching MBIT New Teacher Induction Program Mentor teachers Diversity, Inclusion & Equity training	Yes	No

**Action Plan for: National Center for College and Career Transitions - NC3T**

Measurable Goals		Anticipated Output			Monitoring/Evaluation	
<ul style="list-style-type: none"> <li>Business, Industry &amp; Community Partners</li> </ul>		Launching the Bucks Career Ready website that promotes both employers' needs for skilled workers and workers' career and economic advancement.			Bucks Career Ready website traffic analysis Employment trends	
Action Step	Anticipated Start Date	Anticipated Completion Date	Lead Person/Position	Material/Resources/Supports Needed	PD Step?	Com Step?
Serve on the Bucks County Career Pathway Advisory Board to develop a network of schools, businesses, and other partners to expand educational opportunities, and life pathways for students so they can make informed post-graduation decisions and develop employability.	09/01/2021	06/30/2023	Director	Student Advisory Council MBIT Senior Survey	Yes	Yes

Action Plan for: National Occupational Competency Testing Institute						
Measurable Goals		Anticipated Output			Monitoring/Evaluation	
<ul style="list-style-type: none"> <li>NOCTI Improvement Plan</li> </ul>		Teachers will learn to analyze NOCTI pre & post scores and modify instruction to improve student understanding.			NOCTI Pre & Post Score	
Action Step	Anticipated Start Date	Anticipated Completion Date	Lead Person/Position	Material/Resources/Supports Needed	PD Step?	Com Step?
Work with MAX Teaching to conduct historical analysis of NOCTI scores to improve test outcomes.	09/01/2022	06/30/2023	Assistant Director	MAX Teaching - NOCTI Analysis Technical Assistance Program NOCTI Pre & Post Exams	Yes	No

Action Plan for: Learning Management System						
Measurable Goals		Anticipated Output			Monitoring/Evaluation	
<ul style="list-style-type: none"> <li>Guides4Learning LMS</li> </ul>		Guides4Learning will systematize the delivery of content, instruction and resources to students and monitor their progress.			Guides4Learning - Operational Mastery Reporting PDE APE 339 Audit	
Action Step	Anticipated Start Date	Anticipated Completion Date	Lead Person/Position	Material/Resources/Supports Needed	PD Step?	Com Step?
Implement Guides4Learning LMS across all technical programs to track student progress to ensure that they are meeting their performance milestones.	09/01/2021	06/30/2024	Assistant Director	Guides4Learning LMS software MAX Teaching training on utilizing Guides4Learning software Administrative Support staff to enter courses Professional Development implementation time	Yes	No

### Action Plan for: ERIC Evidence of Student Centered Learning

Measurable Goals		Anticipated Output		Monitoring/Evaluation		
<ul style="list-style-type: none"> <li>Student-Centered Learning Approach</li> </ul>		Teachers will implement student-centered learning strategies that promotes student led classrooms, technology resources, differentiation and inquiry-based instruction and all students feel safe and included.		Student Advisory Council feedback MBIT Senior Survey Enrollment		
Action Step	Anticipated Start Date	Anticipated Completion Date	Lead Person/Position	Material/Resources/Supports Needed	PD Step?	Com Step?
Provide teachers with the skills to create student-centered learning classrooms with the teacher functioning as a coach or facilitator and students embrace a more active and collaborative role in their own learning.	09/01/2021	06/30/2024	Assistant Director	Principles of Student Centered training Trauma Informed Approach training Diversity, Inclusion & Equity training Teacher Focus Group discussion Bucks Career Ready website Guides4Learning	Yes	No

**Action Plan for: BCIU Marketing Committee**

Measurable Goals		Anticipated Output			Monitoring/Evaluation	
<ul style="list-style-type: none"> <li>Promoting Middle Bucks</li> </ul>		Implement a marketing plan that incorporates best practices to inform all stakeholders about the programs, services, and school-wide accomplishments.			Stakeholder feedback, MBIT Student Climate Survey, Enrollment, Social media & website track analysis	
Action Step	Anticipated Start Date	Anticipated Completion Date	Lead Person/Position	Material/Resources/Supports Needed	PD Step?	Com Step?
Promote MBIT using best practices recommended by the BCIU Marketing Committee comprised of Bucks County school districts and CTCs to market our school.	09/01/2021	06/30/2024	Communication & Technology Assistant	BCIU Marketing Director Social media sites Technology resources	No	Yes

## Professional Development Action Steps

Evidence-based Strategy	Action Steps
MAX Teaching	<ul style="list-style-type: none"> <li>• Provide new teacher with access to MAX Teaching training to strengthen pedagogical skills.</li> </ul>
Provide Professional Development training that supports classroom teaching	<ul style="list-style-type: none"> <li>• Develop and implement Professional Development activities that further cultivate the teachers' ability to adapt to various learning situations and promote equity and inclusion.</li> </ul>
National Center for College and Career Transitions - NC3T	<ul style="list-style-type: none"> <li>• Serve on the Bucks County Career Pathway Advisory Board to develop a network of schools, businesses, and other partners to expand educational opportunities, and life pathways for students so they can make informed post-graduation decisions and develop employability.</li> </ul>
National Occupational Competency Testing Institute	<ul style="list-style-type: none"> <li>• Work with MAX Teaching to conduct historical analysis of NOCTI scores to improve test outcomes.</li> </ul>
Learning Management System	<ul style="list-style-type: none"> <li>• Implement Guides4Learning LMS across all technical programs to track student progress to ensure that they are meeting their performance milestones.</li> </ul>
Evidence of Student Centered Learning (ERIC)	<ul style="list-style-type: none"> <li>• Provide teachers with the skills to create student-centered learning classrooms with the teacher functioning as a coach or facilitator and students embrace a more active and collaborative role in their own learning.</li> </ul>

Professional Development Activities

MAX Teaching Literacy Strategies - Address Improving Language and Literacy Acquisition						
Action Step	Audience	Topics to be Included	Evidence of Learning	Lead Person/Position	Anticipated Timeline Start Date	Anticipated Timeline Completion Date
	Teachers who have not participated in MAX Teaching Literacy training.	The training includes reading and writing strategies that teachers will be able to use in the classroom after the workshop: Anticipation Guides Bologna Sandwich Bracket Challenge Concept Checks Cornell Note Taking Cubing Directed Reading and Thinking (DRTA) Fiction Directed Reading and Thinking (DRTA) Non-Fiction Extreme Paired Reading Focused Free Writes 321 Review Frayer Model Three-Level Study Guides GIST Guided Reading Procedure Hunt for Main Ideas Idea Survivor INSERT Interactive Cloze Magic Squares Math Translation Paired Reading PQRST+ PreP (Pre-reading Plan) Previewing Sensible Sent. Highlight Student-Generated Graphic Representations Stump the Teacher Semantic Feature Analysis Think-Alouds Think-Pair-Share Triangle Truths Zip Arouns	Observation of teachers implementing literacy strategies in the classroom Student engagement	Assistant Director	09/01/2021	06/30/2023
Learning Formats						
Type of Activities	Frequency	Danielson Framework Component Met in this Plan		This Step Meets the Requirements of State Required Trainings		
In-service day	Daily	<ul style="list-style-type: none"> <li>1a: Demonstrating Knowledge of Content and Pedagogy</li> </ul>		Language and Literacy Acquisition for All Students		

Integrating Mathematics in CTE Programs						
Action Step	Audience	Topics to be Included	Evidence of Learning	Lead Person/Position	Anticipated Timeline Start Date	Anticipated Timeline Completion Date
	Teachers who have not participated in Integrating Mathematics in CTE programs training.	Integrating Mathematics into CTE training enhances the mathematical concepts that exist where math naturally intersects with CTE concepts and applications. A math consultant will conduct an on-site review of current math practices and needs to determine the level of math used in CTE programs and the level of math knowledge of faculty members. The review will include visiting CTE classrooms, interviewing teachers and administrators, interviewing students and reviewing available documents related to math instruction and proficiency. Based on the review, the math consultant will conduct specialized training for CTE and related program instructors identified by the school. On-site training and coaching will focus on instructional strategies that apply to formative assessment strategies to improve student learning and supporting special populations.	Observation of teachers implementing math strategies in the classroom Student engagement	Assistant Director	09/01/2022	06/30/2023
Learning Formats						
Type of Activities	Frequency	Danielson Framework Component Met in this Plan		This Step Meets the Requirements of State Required Trainings		
Classroom/school visitation	1 In-service day and 3 classroom observations	<ul style="list-style-type: none"> <li>1a: Demonstrating Knowledge of Content and Pedagogy</li> <li>1d: Demonstrating Knowledge of Resources</li> </ul>		Teaching Diverse Learners in an Inclusive Setting		

### Diversity, Equity and Inclusion Training - Address Learning Needs of Diverse Learners in an Inclusion Setting

Action Step	Audience	Topics to be Included	Evidence of Learning	Lead Person/Position	Anticipated Timeline Start Date	Anticipated Timeline Completion Date
	All Staff	Professional development workshop on Diversity, equity and inclusion (DEI) to encourage representation and participation of diverse groups of people, including people of different genders, races and ethnicities, abilities and disabilities, religions, cultures, ages, and sexual orientations and people with disabilities.	Staff understanding of the DEI through observation of compassion and inclusion	Human Resources Coordinator	08/25/2021	08/25/2024
<b>Learning Formats</b>						
Type of Activities	Frequency	Danielson Framework Component Met in this Plan		This Step Meets the Requirements of State Required Trainings		
In-service day	1 day	<ul style="list-style-type: none"> <li>2a: Creating and Environment of Respect and Rapport</li> </ul>		Teaching Diverse Learners in an Inclusive Setting		

### Virtual Learning

Action Step	Audience	Topics to be Included	Evidence of Learning	Lead Person/Position	Anticipated Timeline Start Date	Anticipated Timeline Completion Date
	Teachers	Remote teaching strategies	Teachers using varied technology resources to teach both in-person and virtually.	Communication & Technology Assistant	09/01/2021	06/30/2023
<b>Learning Formats</b>						
Type of Activities	Frequency	Danielson Framework Component Met in this Plan		This Step Meets the Requirements of State Required Trainings		
Workshop(s)	Monthly	<ul style="list-style-type: none"> <li>3c: Engaging Students in Learning</li> </ul>				

National Occupational Competency Testing Institute (NOCTI)						
Action Step	Audience	Topics to be Included	Evidence of Learning	Lead Person/Position	Anticipated Timeline Start Date	Anticipated Timeline Completion Date
	Teachers	Utilize MAX Teaching to conduct training on conducting historical analysis of NOCTI scores to improve student learning.	NOCTI Pre & Post Test Scores	Assistant Director	09/01/2021	06/30/2023
Learning Formats						
Type of Activities	Frequency	Danielson Framework Component Met in this Plan		This Step Meets the Requirements of State Required Trainings		
Coaching (peer-to-peer; school leader-to-teacher; other coaching models)	Monthly	<ul style="list-style-type: none"> <li>1f: Designing Student Assessments</li> </ul>		Teaching Diverse Learners in an Inclusive Setting		

**Guides4Learning LMS**

Action Step	Audience	Topics to be Included	Evidence of Learning	Lead Person/Position	Anticipated Timeline Start Date	Anticipated Timeline Completion Date
	Teachers	Teacher will learn to build curriculum that integrates Pennsylvania Programs of Study, Common Core standards, and objectives along with Task Tracker to track student progress, build lesson plans, incorporate Common Core Standards and centralize off-site database system with nightly backups of all data.	Implementation of Guides4Learning Learning Management System	Assistant Director	09/01/2021	06/30/2024

**Learning Formats**

Type of Activities	Frequency	Danielson Framework Component Met in this Plan	This Step Meets the Requirements of State Required Trainings
Professional Learning Community (PLC)	Ongoing	<ul style="list-style-type: none"> <li>1a: Demonstrating Knowledge of Content and Pedagogy</li> <li>1c: Setting Instructional Outcomes</li> <li>1e: Designing Coherent Instruction</li> </ul>	

**Student-Centered Learning - Address the Learning Needs of Diverse Learners in an Inclusive Setting**

Action Step	Audience	Topics to be Included	Evidence of Learning	Lead Person/Position	Anticipated Timeline Start Date	Anticipated Timeline Completion Date
	Teachers	The Seven Principles of Student-Centered Learning including instructional approaches, academic support strategies, addressing learning needs, career interests, and cultural backgrounds of individuals students and groups of students to promote engaging, competency-based, student-learning to encourage students to take responsibility for their learning.	Implementation of principles of student-centered learning Student engagement,	CTE Supervisor	09/01/2021	06/30/2024
Learning Formats						
Type of Activities	Frequency	Danielson Framework Component Met in this Plan		This Step Meets the Requirements of State Required Trainings		
In-service day	Monthly	<ul style="list-style-type: none"> <li>2a: Creating and Environment of Respect and Rapport</li> <li>2b: Establishing a Culture for Learning</li> </ul>		Teaching Diverse Learners in an Inclusive Setting		

## Communications Action Steps

Evidence-based Strategy	Action Steps
National Center for College and Career Transitions - NC3T	<ul style="list-style-type: none"> <li>Serve on the Bucks County Career Pathway Advisory Board to develop a network of schools, businesses, and other partners to expand educational opportunities, and life pathways for students so they can make informed post-graduation decisions and develop employability.</li> </ul>
BCIU Marketing Committee	<ul style="list-style-type: none"> <li>Promote MBIT using best practices recommended by the BCIU Marketing Committee comprised of Bucks County school districts and CTCs to market our school.</li> </ul>

## Communications Activities

Career Ready Bucks					
Action Step	Audience	Topics to be Included	Type of Communication	Anticipated Timeline Start Date	Anticipated Timeline Completion Date
	All Stakeholders including students, staff, business & industry partners, Occupational Advisory Committee members and the Local Advisory Council.	An overview of how schools, students, businesses, and other partners can utilize Career Ready Bucks resources to network and expand opportunities and life pathways for students to guide academic decisions in support of those goals and aspirations. Businesses and organizations can cultivate interest in their industry and promote positions where future growth and expansion are anticipated.	Administrative Director	09/01/2021	06/30/2024
Communications					
Type of Communication			Frequency		
Presentation			Quarterly		
Newsletter			Quarterly		
Posting on district website			Monthly		

**BCIU Communications & Marketing Committee**

Action Step	Audience	Topics to be Included	Type of Communication	Anticipated Timeline Start Date	Anticipated Timeline Completion Date
	Students, families, school counselors and principals, middle school students, 6th graders, and community members	Developing effective communication plans, Marketing initiatives including Program Planning Nights, Open House, School Counselor In-service, School Tours and Presentations (virtual and in-person), Shadowing visits, Program of Study, New Student Orientation, student ambassadors, school board reports, social media, blogs, and newsletters, legal issues related to marketing.	Communication & Technology Specialist	09/01/2021	06/30/2024

**Communications**

Type of Communication	Frequency
Blog	Daily
Letter	Monthly
Newsletter	Monthly
Posting on district website	2-3 times a week
Public service announcement	As needed
Presentation	Twice a year



**MIDDLE BUCKS INSTITUTE OF TECHNOLOGY**  
2022/2023 BUDGET CALENDAR

<u>DATE</u>	<u>DESCRIPTION</u>
August 9, 2021	2022/2023 Budget Calendar adopted by Executive Council
September 13 - 24	Budget packet distributed to Management Team & professional staff
September 24	Budget packets gathered from professional staff and reviewed by Asst. Director & CTE Supervisor
October 1	Budget packets due to Business Manager
October 5	Committee of the Whole budget planning
November 2	Preliminary budget summary presented to Committee of the Whole
November 8	Preliminary budget presentation to Executive Council
November - January	Committee of the Whole budget work sessions (if needed)
February 1, 2022	Committee of the Whole review proposed budget
February 7	Budget presentation to Executive Council
March 14	2022/2023 Budget adopted by Executive Council
March 15 – 18	Recommended budgets sent to member district Superintendents with copies for individual School Directors
March 15– April 30	Member School Boards approve recommended budget
May– June	Approved budget submitted to PDE

## Middle Bucks Institute of Technology

## Li L Bucks Preschool at MBIT For the Period 06/01/2021 through 06/30/2021

Fiscal Year: 2020-2021

	06/01/2021 - 06/30/2021	Year To Date
<b>INCOME</b>		
TUITION & FEES		
PRE SCHOOL TUITION (+)	\$12,014.26	\$210,416.79
FEES & DEPOSITS (+)	\$0.00	\$1,400.00
Sub-total : TUITION & FEES	\$12,014.26	\$211,816.79
<b>Total : INCOME</b>	\$12,014.26	\$211,816.79
<b>EXPENSES</b>		
OPERATING EXPENSES		
WAGES (-)	\$19,438.53	\$142,865.87
BENEFITS (-)	\$9,100.51	\$76,471.51
PROF SERVICES (-)	\$0.00	(\$113.05)
PROPERTY SERVICES (-)	\$0.00	\$1,950.00
OTHER PURCHASED SERVICES (-)	\$72.00	\$895.50
SUPPLIES (-)	\$909.67	\$26,152.61
EQUIPMENT (-)	\$329.54	\$878.00
DUES & FEES (-)	\$0.00	\$3,233.04
Sub-total : OPERATING EXPENSES	(\$29,850.25)	(\$252,333.48)
<b>Total : EXPENSES</b>	(\$29,850.25)	(\$252,333.48)
<b>OTHER</b>		
OTHER INCOME		
GRANTS (+)	\$0.00	\$3,000.00
CARES GRANT (+)	\$675.00	\$40,032.50
SUBSIDIES - SS & RETIREMENT (+)	\$3,929.86	\$29,056.96
Sub-total : OTHER INCOME	\$4,604.86	\$72,089.46
<b>Total : OTHER</b>	\$4,604.86	\$72,089.46
<b>NET ADDITION/(DEFICIT)</b>	(\$13,231.13)	\$31,572.77

End of Report

## Middle Bucks Institute of Technology

## Li L Bucks Preschool at MBIT As of 06/30/2021

Fiscal Year: 2020-2021

**ASSETS**

CURRENT ASSETS	
CASH (+)	\$54,501.98
ACCOUNTS RECEIVABLE (+)	\$1,177.26
Sub-total : CURRENT ASSETS	\$55,679.24

CAPITAL ASSETS, NET ACCUM DEPREC	
EQUIPMENT (+)	\$10,530.40
Sub-total : CAPITAL ASSETS, NET ACCUM DEPREC	\$10,530.40

**Total : ASSETS** \$66,209.64

**LIABILITIES**

EMPLOYMENT TAX WITHHOLDINGS	
PAYROLL WITHHOLDINGS (+)	\$15,191.64
Sub-total : EMPLOYMENT TAX WITHHOLDINGS	\$15,191.64

ACCOUNTS PAYABLE	
ACCOUNTS PAYABLE (+)	\$245.32
Sub-total : ACCOUNTS PAYABLE	\$245.32

DEFERRED REVENUE	
DEPOSITS (+)	\$3,403.54
Sub-total : DEFERRED REVENUE	\$3,403.54

**Total : LIABILITIES** \$18,840.50

**EQUITY**

FUND BALANCE	
NET ASSETS (+)	\$15,796.37
Sub-total : FUND BALANCE	\$15,796.37

NET ADDITION/(DEFICIT)	
NET ADDITION/(DEFICIT) (+)	\$31,572.77
Sub-total : NET ADDITION/(DEFICIT)	\$31,572.77

**Total : EQUITY** \$47,369.14

**Total LIABILITIES + EQUITY** \$66,209.64

End of Report

Balance Sheet

## Middle Bucks Institute of Technology

### Adult Education For the Period 06/01/2021 through 06/30/2021

Fiscal Year: 2020-2021

	06/01/2021 - 06/30/2021	Year To Date
<b>INCOME</b>		
Local Revenue		
Registration Fees & Tuition (+)	\$219.00	\$47,651.00
Sub-total : Local Revenue	\$219.00	\$47,651.00
State Subsidies		
Vocational Ed Subsidy - Adults (+)	\$0.00	\$5,168.26
Social Security Subsidy (+)	\$43.10	\$1,458.59
Retirement Subsidy (+)	\$130.20	\$5,468.72
Sub-total : State Subsidies	\$173.30	\$12,095.57
<b>Total : INCOME</b>	\$392.30	\$59,746.57
<b>EXPENSES</b>		
Salaries		
Administrative (-)	\$0.00	\$21,182.40
Instructors (-)	\$870.00	\$15,245.00
Support (-)	\$274.61	\$1,824.64
Sub-total : Salaries	(\$1,144.61)	(\$38,252.04)
Benefits		
Statutory (-)	\$346.64	\$14,962.74
Sub-total : Benefits	(\$346.64)	(\$14,962.74)
Property Services		
Repairs & Maintenance (-)	\$0.00	\$49.50
Sub-total : Property Services	\$0.00	(\$49.50)
Supplies		
Consumable Supplies (-)	\$203.35	\$4,682.96
Books & Periodicals (-)	\$0.00	\$2,707.73
Sub-total : Supplies	(\$203.35)	(\$7,390.69)
Other		
Dues & Fees (-)	\$0.00	\$2,665.75
Sub-total : Other	\$0.00	(\$2,665.75)
<b>Total : EXPENSES</b>	(\$1,694.60)	(\$63,320.72)
<b>NET ADDITION/(DEFICIT)</b>	(\$1,302.30)	(\$3,574.15)

End of Report

## Middle Bucks Institute of Technology

### Adult Education As of 06/30/2021

Fiscal Year: 2020-2021

**ASSETS**

## CURRENT ASSETS

CASH &amp; INVESTMENTS (+)

\$212,613.82

Sub-total : CURRENT ASSETS

\$212,613.82**Total : ASSETS**

\$212,613.82

**LIABILITIES**

## CURRENT LIABILITIES

ACCRUED BENEFITS (+)

\$1,446.29

Sub-total : CURRENT LIABILITIES

\$1,446.29**Total : LIABILITIES**\$1,446.29**EQUITY**

## FUND BALANCE

BEGINNING FUND BALANCE (+)

\$214,741.68

Sub-total : FUND BALANCE

\$214,741.68

## NET ADDITION/(DEFICIT)

NET ADDITION/(DEFICIT) (+)

(\$3,574.15)

Sub-total : NET ADDITION/(DEFICIT)

(\$3,574.15)**Total : EQUITY**\$211,167.53**Total LIABILITIES + EQUITY**

\$212,613.82

End of Report