

MON VALLEY CAREER & TECHNOLOGY CENTER

JOINT OPERATING COMMITTEE MEETING

December 14, 2023

7:00 Start

_____ 1. Call to order by the President.

Time:

(a) Pledge of Allegiance.

(b) Roll Call

_____ Mr. John Marchezak (Bentworth Member) _____ Mr. Neil Henehan

_____ Mr. Joe Brown (Beth Center Member) _____ Mr. Adam Wilkinson

_____ Mr. Barry Niccolai (California Member) _____ Mr. Randy Skrinjorich

_____ Mr. Charlie Yakich (Charleroi Member) _____ Mr. David Mongillo (Solicitor)

_____ Mr. Mark Panicucci (Monessen Member)

_____ Mrs. Heather Wilhelm (Ringgold Member)

_____ 2. Public Comment:

_____ 3. Communications:

_____ 4. Minutes

Motion to approve the minutes of the Board Meeting held on November 3, 2023.

(Attachment 1)

Motion made by: _____, Seconded by: _____

Question: _____, All in Favor: _____

_____ 5. Treasurer's Report

Motion to approve the Treasurer's Report ending November 2023. **(Attachment 2)**

Motion made by: _____, Seconded by: _____

Question: _____, All in Favor: _____

_____ 6. Bills for Payment

Motion to approve payment of bills in the amount of **\$22,705.95. (Attachment 3)**

Motion made by: _____, Seconded by: _____

Question: _____, All in Favor: _____

_____ **7. Treasurer**

Motion to appoint _____ to fill the unexpired term of Treasurer. The position is elected each May for one year.

Motion made by: _____, Seconded by: _____

Question: _____, All in Favor: _____

_____ **8. Reorganization**

Motion to maintain all current officer positions for the 2024 calendar year as a matter of reorganization.

Motion made by: _____, Seconded by: _____

Question: _____, All in Favor: _____

_____ **8. Settlement Agreement and Mutual Release**

Motion to approve the Settlement Agreement and Mutual Release between MVCTC and IU1. **(Attachment 4)**

Motion made by: _____, Seconded by: _____

Question: _____, All in Favor: _____

_____ **9. Revised Calendar**

Motion to approve the revised calendar for the 23-24 school year. **(Attachment 5)**

Motion made by: _____, Seconded by: _____

Question: _____, All in Favor: _____

_____ **10. Designation of Date and Time of Meetings**

Motion to schedule and advertise the Mon Valley Career & Technology Center Joint Operating Committee Meetings as seen below:

Meeting Dates:

No meeting in January

<u>Month/Day</u>	<u>Time</u>
February 1, 2024	7:00
March 7, 2024	7:00
April 4, 2024	7:00
May 2, 2024	7:00
June 6, 2024	7:00

No meeting in July

August 1, 2024	7:00
September 5, 2024	7:00
October 3, 2024	7:00
November 7, 2024	7:00
December 12, 2024	7:00

Second Thursday of the Month: Reorganization

Motion made by: _____, Seconded by: _____

Comments: _____, All in favor: _____

ADMINISTRATIVE REPORT:

_____ 1. Mr. Henahan:

- Skills USA Competition December 19, 2023.

COMMITTEE/SCHOOL REPORT:

ADJOURNMENT: Time _____

Motion Made by: _____, Seconded by: _____, All in Favor: _____

Next Board Meeting: February 1, 2024 @ 7:00 PM

MON VALLEY CAREER & TECHNOLOGY CENTER
JOINT OPERATING COMMITTEE MEETING MINUTES

November 3, 2023

The meeting was called to order by Mr. Yakich, with the Pledge of Allegiance at 7:00 PM.

Roll Call: Present

Mr. Charlie Yakich, Mr. Gene Kennedy, Mr. Mark Panicucci, Mr. John Marchezak, Mr. Barry Niccolai, Mr. Neil Henehan, Mr. Adam Wilkinson, Mr. Randy Skrinjorich, Mr. David Mongillo (Solicitor).

Communication: None

Minutes

Motion by Mr. Kennedy and seconded by Mr. Marchezak to approve the minutes of the Board Meeting held on October 5 6, 2023. (Attachment 1) **Roll Call: 5-0**

Treasurer's Report

Motion by Mr. Marchezak and seconded by Mr. Kennedy to approve the Treasurer's Report ending October 2023. **(Attachment 2) Roll Call: 5-0**

Bills for Payment

Motion by Mr. Kennedy and seconded by Mr. Panicucci to approve payment of bills in the amount of \$89,360.36. **(Attachment 3) Roll Call: 5-0**

Construction Teacher

Motion by Mr. Kennedy and seconded by Mr. Marchezak to approve Mr. Nick Babko as Construction Teacher at step 2 of Track 1 of the collective bargaining agreement, at a salary of \$49,963.00. **(Attachment 4). Roll Call: 5-0**

ADMINISTRATIVE REPORT:

- Mr. Henehan discussed Skills USA District Competition, Fall Leadership results and the Welding Remodel.

COMMITTEE/SCHOOL REPORT: None

ADJOURNMENT:

Motion by Mr. Kennedy and seconded by Mr. Marchezak to adjourn the meeting at 7:08 PM. **Roll Call: 5-0**
Next **JOC Meeting: December 14, 2023 @ 7:00 PM.**

Joe Brown Secretary

**MON VALLEY CAREER & TECHNOLOGY CENTER
TREASURER'S REPORT
ENDING NOVEMBER 2023**

BALANCE, ending OCTOBER 2023 \$ 1,733,271.30

REVENUE FOR NOVEMBER 2023/MONEY MARKET \$ 37,705.77

\$ 35,663.28 State Fund
2,042.49 Interest
\$ 37,705.77

REVENUE FOR NOVEMBER 2023/OPERATING ACCOUNT \$ 277,564.03

\$ 275,154.68 District Payments
2,306.35 Interest
103.00 Culinary sale
\$ 277,564.03

EXPENDITURES FOR NOVEMBER 2023/OPERATING ACCOUNT \$ 271,018.08

\$ 57,462.21 Payroll of 11-02-2023
57,357.92 Payroll of 11-16-2023
72,122.39 Payroll of 11-30-2023
43,438.83 ACSHIC
22,705.95 Bills for Payment
8,052.06 Lowe's
2,321.32 Visa
2,081.54 Gordon Food
1,537.79 Authority of the Borough of Charleroi
841.55 Steratore
772.37 Payroll bills 11-30
540.00 Big's Sanitation
448.36 Newegg
384.62 Bills for Payroll 11-2
350.15 Safety Kleen
209.85 Washington Greene Job Training
134.11 Toshiba Financial
75.00 Lancaster I.U.
70.00 Burmax
69.73 Amy Wise Reimbursement
42.33 Medco
\$ 271,018.08

BALANCE, end NOVEMBER 2023 \$ 1,777,523.02

CAPITAL RESERVE

BALANCE, ending OCTOBER 2023	\$	602,220.99
<u>REVENUE FOR NOVEMBER 2023</u>	\$	71.44
\$ 71.44 Interest		
<u>EXPENDITURES FOR NOVEMBER 2023</u>	\$	-0-
BALANCE, ending NOVEMBER 2023	\$	602,292.43

STUDENT ACTIVITIES

BALANCE, ending OCTOBER 2023	\$	78,740.31
<u>REVENUE FOR NOVEMBER 2023</u>	\$	1,504.00
\$ 1,254.00 Snack Shack		
140.00 Skills Membership		
<u>110.00</u> Fall Leadership		
\$ 1,504.00		
<u>EXPENDITURES FOR NOVEMBER 2023</u>	\$	8,753.95
\$ 8,393.95 Oakbrook Corporation		
<u>360.00</u> Western Region Skills		
\$ 8,753.95		
BALANCE, ending NOVEMBER 2023	\$	71,490.36

Date: 11/28/23

Time: 14:09:27

Check Dates 11/01/23 - 11/30/23

Mon Valley Career & Technology Ctr
List Of Payments 2023-2024

Page: 1

BAR047I

Check # 00000001 - 00029855

Vendor Name	Check	Date	Description	Check Amount
Bank Account: 10-0100-000-00-00-00-000 Bank Acct For Fund 10-OPERATING				
Amazon Capital Services	00024928	11/16/23	Oper/Maint/GeneralSuppli	\$134.10
	00024929	11/16/23	Oper/Maint/GeneralSuppli	\$677.46
	00024930	11/16/23	Administrative/Gen.Suppl	\$129.00
CM REGENT, LLC	00024931	11/16/23	T&I/GroupInsurance	\$222.65
	00024932	11/16/23	T&I/GroupInsurance	\$321.22
COMCAST	00024933	11/16/23	Oper/Maint/Telephone/Post	\$614.61
	00024934	11/16/23	Oper/Maint/Telephone/Post	\$291.34
DAIKIN APPLIED	00024935	11/16/23	Oper/Maint/ContractedSer	\$2,386.00
DEBRA WALTER	00024936	11/16/23	StudentActivity/Miscella	\$84.82
DURITZAS MARKET	00024937	11/16/23	T&I/GeneralSupplies	\$306.90
GORDON FOOD SERVICE, INC.	00024938	11/16/23	FoodServiceSupplies	\$493.73
J.C. Ehrlich	00024939	11/16/23	Oper/Maint/ContractedSer	\$184.44
JONES & BARTLETT LEARNING, LLC	00024940	11/16/23	Perkins/GeneralSupplies	\$812.06
Medco Supply Company	00024942	11/16/23	Federal Revenue Received From Other Pennsylvania Pub	\$473.97
MON VALLEY EA	00024941	11/16/23	UNIONDUES(TEACH.)PAYAB	\$1,337.18
O'REILLY AUTOMOTIVE INC	00024943	11/16/23	Oper/Maint/GeneralSuppli	\$459.43
PA SCDU	00024944	11/16/23	WAGEATTACHMENTPAYABLE	\$184.62
PEOPLES	00024945	11/16/23	Oper/Maint/Fuel/Building	\$564.72
PSEA	00024946	11/16/23	UNIONDUESCUSTPAYABLE	\$79.26
SAM'S CLUB MC/SYNCB	00024947	11/16/23	Trade & Industrial Education - MISCELLANEOUS EXPENSES	\$3,397.57
SHERWIN WILLIAMS	00024948	11/16/23	Oper/Maint/GeneralSuppli	\$719.80
	00024949	11/16/23	Oper/Maint/GeneralSuppli	\$97.98
SKY OXYGEN	00024950	11/16/23	T&I/GeneralSupplies	\$647.25
TERRI WALTER	00024951	11/16/23	T&I/GeneralSupplies	\$352.74
TOSHIBA FINANCIAL SERVICES	00024952	11/16/23	T&I/ContractedServices	\$2,405.10
TRACTOR SUPPLY CREDIT PLAN	00024953	11/16/23	Oper/Maint/GeneralSuppli	\$149.92
TUCKER/ARENSBERG ATTORNEYS	00024954	11/16/23	LegalExp/ProfessionalSe	\$562.00
UGI ENERGY SERVICES, LLC	00024955	11/16/23	Oper/Maint/Fuel/Building	\$316.76
Work Partners	00024959	11/16/23	Oper/Maint/PropertyInsur	\$523.00
VALLEY 1ST COMMUNITY FCU	00024956	11/16/23	CREDITUNIONPAYABLE	\$200.00
WEST PENN POWER	00024957	11/16/23	Oper/Maint/ContractedSer	\$51.27
	00024958	11/16/23	Oper/Maint/Electricity	\$3,525.05
Report Total				\$22,705.95

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “**Agreement**”) is entered into on this 2nd day of November, 2023 by and between Intermediate Unit 1 Health Insurance Consortium Trust, (“**IUC**”) and Mon Valley Career & Technology Center (“**CTC**”).

RECITALS

A. The IUC is an entity created by certain public school entities in Fayette County, Greene County, and Washington County that agreed to jointly cooperate to create a group health insurance trust fund;

B. On June 16, 1992, the CTC became a subscribing member of the trust by executing a Trust Agreement with the IUC. A copy of the Trust Agreement is attached hereto and marked as Exhibit A;

C. On February 17, 2014, the parties executed an Amendment to the Intermediate Unit 1 Health Insurance Consortium Trust Agreement. A copy of the Amendment to the Intermediate Unit 1 Health Insurance Consortium Trust Agreement is attached hereto as Exhibit B;

D. On October 25, 2018, the parties executed a Second Amendment to the Intermediate Unit 1 Health Insurance Consortium Trust Agreement. A copy of the Second Amendment to the Intermediate Unit 1 Health Insurance Consortium Trust Agreement is attached hereto as Exhibit C;

E. Pursuant to the Trust Agreement, a subscribing member may withdraw from the trust by giving written notice prior to March 31 of the year in which the member intends to withdraw with the withdrawal being effective as of June 30 of that same year;

F. Pursuant to the Trust Agreement, upon withdrawal, a subscribing member shall be liable to the IUC to make payment for all obligations that accrued during the time of the member's participation or, in the alternative, provided that all obligations were paid, the member shall be entitled to reimbursement of its pro rata share of the trust based upon a formula set forth in the Trust Agreement;

G. Effective June 30, 2019, the CTC withdrew from the IUC;

H. The underlying dispute ("**the Dispute**") arises from the Trust Agreement and the amendments thereto regarding whether the CTC is liable to the IUC for certain obligations that accrued during its time as a member of the trust or, in the alternative, whether the CTC has satisfied the obligations that accrued during its time as a member of the trust and is entitled to a reimbursement of its pro rata share of the trust;

I. In relation to the Dispute, the IUC initiated an action against the CTC by filing a Petition to Appoint Arbitrator/Demand for Arbitration in the Court of Common Pleas of Washington County, Pennsylvania docketed as Case No. 2876-2023 G.D. ("**the Litigation**").

J. The parties have denied any liability claimed or asserted in relation to the Dispute or the underlying Litigation.

K. As set forth above, the parties now desire to globally resolve any and all issues related to the Dispute and Litigation on mutually agreeable terms, as set forth herein.

TERMS AND CONDITIONS

In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Neutral Settlement. In settlement of the Dispute and Litigation, the parties have agreed that neither party will be liable to the other for any obligations, reimbursement, or any other type of payment pursuant to the Trust Agreement and any amendments thereto.
2. Dismissal of Litigation. Within thirty (30) calendar days following execution of this Agreement by both parties, the IUC shall file a Praecipe to Settle and Discontinue with Prejudice to dismiss the Litigation.
3. Mutual Release. Upon the mutual execution of this Agreement, the IUC and the CTC respectively, on behalf of their trustees, members, directors, officers, agents, employees, representatives, attorneys, heirs, beneficiaries, successors, predecessors, and assigns, and insurers, do hereby remise, release, and forever discharge each other, their trustees, members, directors, officers, agents, employees, representatives, attorneys, heirs, beneficiaries, successors, predecessors, and assigns, from any and all manner of actions and causes of actions, complaints, claims, counterclaims, suits, debts, liens, appeals, obligations, and demands whatever, of any kind or nature, whether known or unknown, which each party has, or may have had, from the beginning of time, arising out of or related in any manner to the Trust Agreement and amendments thereto, the Dispute, the Litigation, and any and all claims, claim for contribution and/or indemnity, crossclaims, counterclaims and demands whatsoever, including but not limited to, attorneys' fees and costs, that were asserted or could have been asserted

pursuant to the Trust Agreement and the amendments thereto, the Dispute, or the Litigation.

4. Confidentiality. The parties acknowledge that the terms and conditions of this Agreement are to remain confidential, and may not be disclosed to anyone, by any manner or means, directly or indirectly, without the prior written consent of the other party except (a) in connection with enforcement of the terms and conditions of this Agreement, and/or (b) to each party's respective affiliates, attorneys, accountants, trustees, and thirdparty professionals working on behalf of such party who need to know such information for the purpose of performing their duties, and/or (c) as may be required law. Consent by either party to any disclosures shall not be deemed to be a waiver on the part of such party of any prohibition against any future disclosure.
5. Integrated Agreement. The parties acknowledge and agree that this Agreement is the entire agreement among them, and that there are no written or oral terms, agreements, representations, or understandings other than those contained in or referenced to in this Agreement. No course of prior dealing between the parties, no usage of the trade, and no parol or extrinsic evidence of any nature shall be used or be relevant to supplement, explain, or modify the terms herein, other than those documents specifically referenced herein.
6. Compromise. This Agreement constitutes a compromise settlement of disputed claims, the liability for which is expressly denied. Nothing in this Agreement constitutes or shall be construed as an admission of liability by any party.

7. Full Authority. Each individual executing this Agreement on behalf of the parties represent and warrant that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with its controlling documents, and, if so required, pursuant to a duly enacted authorization or resolution.
8. Mutual Agreement. The parties acknowledge and agree: (i) this Agreement was negotiated and agreed upon by both parties, and shall not be construed as if it had been prepared only by one party, but rather that it was mutually prepared by both parties; (ii) the parties were represented by competent counsel during the negotiation of this Agreement; (iii) the conditions, obligations, and remedies provided for in this Agreement were the result of sophisticated negotiations and sufficient consideration; and (iv) the conditions, obligations, and remedies provided in this Agreement shall not in any event be deemed unconscionable or unenforceable.
9. Governing Law. This Agreement shall be construed, enforced, and governed in accordance with the laws of the Commonwealth of Pennsylvania.
10. Severance. If any term or condition of this Agreement shall, at any time or to any extent, be deemed invalid or unenforceable by a court with competent jurisdiction, the remainder of this Agreement, or the application of such term or condition other than those to which it is held invalid or unenforceable, shall not be affected, and each remaining term and condition of this Agreement shall be valid and enforced to the fullest extent permitted by Law.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document and the same agreement binding upon the parties, notwithstanding that all the parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day and year set forth above.

**INTERMEDIATE UNIT 1 HEALTH
INSURANCE CONSORTIUM TRUST**

By: _____
Title: _____

**MON VALLEY CAREER &
TECHNOLOGY CENTER**

By: _____
Title: _____



Mon Valley Career & Technology Center

2023-2024

School Calendar

Adopted: December 14, 2023

August

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

January

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

March

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Instructional Days

August	6
September	20
October	22
November	18
December	16
January	20
February	20
March	19
April	21
May	20
Total	182

Significant Days Throughout the School Year

August 22, 2023 - Professional Development
 August 23, 2023 - Clerical Day
 September 4, 2023 - Labor Day
 November 10, 2023 - Veterans Day
 November 23, 24 & 27, 2023 - Fall Recess
 December 25, 2023- January 2, 2024 - Winter Recess
 January 15, 2024 - Martin Luther King Day
 February 19, 2024 - President's Day
 March 28 - April 1, 2024 - Spring Recess
 May 27, 2024 - Memorial Day
 May 29, 2024 - Last day of Instruction

Key:

	First/Last Day of Class
	Clerical Day
	Professional Development
	End 9 Week- <u>Tentative</u>
	Open House/Hiring Event- <u>Tentative</u>
X	No School

School Cancellation - In the event school is canceled and make-up is required, days will be made up in accordance with the Make up days as determined by the Administration using the following days: FID Days, January 15, February 19, April 1, March 28, 29