

SHARPSVILLE AREA SCHOOL DISTRICT
Special Meeting
May 25, 2022

The special meeting of the Sharpsville Area School Board was held in the Cafeteria at the Sharpsville Area Elementary School on Wednesday, May 25, 2022, at 7:00 p.m. with President Jerry Trontel presiding. The following members were present: Rosemary Ferguson, Michael Garcia, Darla Grandy, Nicholas Hanahan, Michael Lenzi, Tabitha Smith, Joseph Toth, and Jerry Trontel. The following members were absent: Ron Barnes.

Also present were Superintendent John Vannoy, Business Manager/Board Secretary Ashley Mocker, Elementary School Principal Jon Fry, Solicitor Robert Tesone, Attorney Russell Lucas and guests, some who participated virtually.

ADOPTION OF THE AGENDA

There was a motion by Mr. Hanahan, seconded by Mrs. Ferguson, to approve the meeting agenda.

Motion carried.

UNFINISHED BUSINESS

Mr. Trontel recommended the following action:

SAEA MEMORANDUM OF UNDERSTANDING

There was a motion by Mr. Trontel, seconded by Mr. Garcia, to remove the following motion from the table:

There was a motion by Mr. Trontel, seconded by Mr. Barnes, to approve the Memorandum of Understanding with the Sharpsville Area Education Association regarding the Summer Academy (staffing), the same being attached to and a part of these minutes.

Approved: Ferguson, Garcia, Grandy, Hanahan, Lenzi, Smith, Toth, and Trontel

Opposed: None

Motion Carried.

The original motion was voted on as follows:

Approved: Ferguson, Garcia, Grandy, Hanahan, Lenzi, Smith, Toth, and Trontel

Opposed: None

Motion Carried.

BOROUGH OF SHARPSVILLE AND SASD MEMORANDUM OF UNDERSTANDING

There was a motion by Mr. Trontel, seconded by Mr. Lenzi, to remove the following motion from the table:

There was a motion by Mr. Lenzi, seconded by Mr. Garcia, to approve the Memorandum of Understanding with the Borough of Sharpsville for a School Resource Officer effective August 2022 through June 2025, the same being attached to and a part of these minutes.

Approved: Ferguson, Garcia, Grandy, Hanahan, Lenzi, Smith, Toth, and Trontel

Opposed: None

Motion Carried.

The original motion was voted on as follows:

Approved: Ferguson, Garcia, Grandy, Hanahan, Lenzi, Smith, Toth, and Trontel

Opposed: None

Motion Carried.

PERSONNEL REPORT

Mr. Barnes recommended the following action:

DIRECTOR OF STUDENT SERVICES NEW HIRE

There was a motion by Mr. Trontel, seconded by Mrs. Smith, to hire Carla Krisuk as the Director of Student Services at a salary of \$86,000 effective upon release from her current employer in accordance with the current Act 93 Administration Compensation Plan.

Approved: Ferguson, Garcia, Grandy, Hanahan, Lenzi, Smith, Toth, and Trontel

Opposed: None

Motion Carried.

AFSCME MEMORANDUM OF UNDERSTANDING

There was a motion by Mr. Trontel, seconded by Mr. Hanahan, to approve the Memorandum of Understanding with AFSCME regarding summer staffing rate, the same being attached to and a part of these minutes.

Approved: Ferguson, Garcia, Grandy, Hanahan, Lenzi, Smith, Toth, and Trontel

Opposed: None

Motion Carried.

SUMMER ACADEMY TEACHERS

There was a motion by Mr. Trontel, seconded by Mr. Toth, to approve the following Summer Academy teachers at an hourly rate of \$50.00 per hour:

Sarah Barabas
Stephanie Book
Emily Brown
Megan Donaldson
Morgan Donatelli (pending submission of all required paperwork)
Megan Earle (pending submission of all required paperwork)
Faith Guy (pending submission of all required paperwork)
Jayne Kornbau
Jennifer Kuhn
Amy Meighen
Lisa Oliver
Ava Park (pending submission of all required paperwork)
Stacia Gruitza
Jennifer Toney
Krisann Trontel
Shanay Wiley

Approved: Ferguson, Garcia, Grandy, Hanahan, Lenzi, Smith, and Toth

Opposed: None

Abstained: Trontel

Motion Carried.

EXTENDED SCHOOL YEAR TEACHER

There was a motion by Mr. Trontel, seconded by Mr. Lenzi, to approve Cyndi Marinoff as an Extended School Year teacher at an hourly rate of \$50.00 per hour.

Approved: Ferguson, Garcia, Grandy, Hanahan, Lenzi, Smith, Toth, and Trontel

Opposed: None

Motion Carried.

SUCCESS BY SIX TEACHERS

There was a motion by Mr. Trontel, seconded by Mr. Toth, to approve the following Success by Six teachers at an hourly rate of \$50.00 per hour:

Stephanie Book
Faith Guy (pending submission of all required paperwork)
Ava Park (pending submission of all required paperwork)
Rhonda Staunch

Approved: Ferguson, Garcia, Grandy, Hanahan, Lenzi, Smith, Toth, and Trontel

Opposed: None

Motion Carried.

SUMMER ACADEMY INSTRUCTIONAL AIDES

There was a motion by Mr. Trontel, seconded by Mrs. Ferguson, to approve the following Summer Academy instructional aides at an hourly rate of \$25.00 per hour:

Leann Bulick
Amber Ealy
Roseanne Smithyman

Approved: Ferguson, Garcia, Grandy, Hanahan, Lenzi, Smith, Toth, and Trontel

Opposed: None

Motion Carried.

EXTENED SCHOOL YEAR INSTRUCTIONAL AIDES

There was a motion by Mr. Trontel, seconded by Mrs. Smith, to approve the following Extended School Year instructional aides at an hourly rate of \$25.00 per hour:

Sandra Demofonte
Madison DiBello (pending submission of all required paperwork)
Paul Graban
Tracey Griffin
Holly Ion
Patricia Mendillo
Melissa Young

Approved: Ferguson, Garcia, Grandy, Hanahan, Lenzi, Smith, Toth, and Trontel

Opposed: None

Motion Carried.

SUCCESS BY SIX INSTRUCTIONAL AIDE

There was a motion by Mr. Trontel, seconded by Mr. Hanahan, to approve Amber Ealy as a Success by Six instructional aide at an hourly rate of \$25.00 per hour.

Approved: Ferguson, Garcia, Grandy, Hanahan, Lenzi, Smith, Toth, and Trontel

Opposed: None

Motion Carried.

ATHLETIC REPORT

Mr. Lenzi recommended the following action:

BOYS' BASKETBALL HEAD COACH – NEW HIRE

There was a motion by Mr. Lenzi, seconded by Mrs. Ferguson, to hire Michael Williams as the Head Boys' Basketball Coach for the 2022-2023 school year at the rate of ~~\$7,654~~ (sic.) \$7,427 (Step Max).

Approved: Ferguson, Garcia, Grandy, Hanahan, Lenzi, Smith, Toth, and Trontel

Opposed: None

Motion Carried.

EXECUTIVE SESSION

President Trontel announced that the Board will meet in Executive Session for personnel reasons.

The meeting was recessed at 7:23 p.m.

The meeting reconvened at 8:40 p.m.

MOTION TABLED

There was a motion by Mr. Trontel, seconded by Mrs. Ferguson, to table the following agenda item to a future meeting:

1. Statement of Charges - The Board, having reviewed the Statement of Charges which has been prepared and presented to it with regard to Employee #7940, hereby approves the Statement of Charges and directs the Administration to notify the Employee and take any further steps, as necessary, in furtherance of this approval.

Approved: Ferguson, Garcia, Grandy, Hanahan, Lenzi, Smith, Toth, and Trontel

Opposed: None

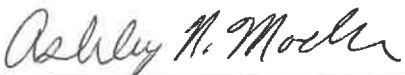
Motion Carried.

ADJOURNMENT

There was a motion by Mr. Lenzi, seconded by Mr. Toth, to adjourn the meeting.

Motion Carried.

The meeting adjourned at 8:44 p.m.



Ashley N. Mocker, Board Secretary

SHARPSVILLE AREA SCHOOL DISTRICT

Conflict of Interest
Abstention Memorandum

TO: Board Secretary, Sharpsville Area School District

FROM: JERRY TRONTEL, Board Member

DATE: MAY 25, 2022

Pursuant to Pennsylvania's "Public Official and Employee Ethics Law" I hereby declare that I am required to abstain regarding the following issue/motion:

- SECTION 5, ITEM D
- SUMMER ACADEMY TEACHERS

My conflict/reason for abstaining is as follows:

RELATIVE OF ONE OF THE
EMPLOYEES LISTED.

Jerry Trontel
Signature of Board Member

NOTE: Section 3 (J) requires the following procedure:

"Any public official or public employee, who in the discharge of his official duties, would be required to vote on a matter that would result in a conflict of interest shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his interest as a public record in a written memorandum filed with the person responsible for recording the minutes for the meeting at which the vote is taken..." (emphasis added)

This memorandum does not have to be utilized when a conflict is defined "by any law, rule, regulations, order or ordinance," for example the School Code (Section 1111) prohibits voting to hire certain relatives.

MEMORANDUM OF UNDERSTANDING (MOU)

REGARDING CONTRACTUAL TUTORING RATE INCREASE

THIS MEMORANDUM OF UNDERSTANDING is entered into and effective the 16th day of May, 2022, by and between:

SHARPSVILLE AREA SCHOOL DISTRICT (hereinafter the “District”),

**A
N
D**

SHARPSVILLE AREA EDUCATION ASSOCIATION, PSEA/NEA
(hereinafter the “Association”).

WITNESSETH:

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement (hereinafter the “CBA”) covering the period of July 1, 2021 to June 30, 2025; and

WHEREAS, Appendix C of the CBA states the parties’ agreement with regard to the applicable rates for Tutoring for Association members; and

WHEREAS, the District has additional federal funds available to it for a limited period of time from the ESSER federal programs, which must be spent by September 30, 2024; and

WHEREAS, the District desires to use those funds to supplement the contractual Tutoring rate for a limited period of time to address learning loss.

NOW THEREFORE, in consideration of the above premises and the following mutual covenants contained herein, the parties agree as follows:

1. The parties agree and acknowledge that the following contractual Tutoring rates apply for the various years of the CBA to the provision of services by Association members for tutoring and summer programs:

2021-2022:	\$29.35 per hour
2022-2023:	\$29.90 per hour
2023-2024:	\$30.40 per hour
2024-2025:	\$30.81 per hour

2. The parties agree that for the length of time in which the District has ESSER program funds available, the applicable Tutoring rate for all tutoring and summer programs shall be \$50 per hour for certified teaching staff, and that the enhanced Tutoring rate shall end on the earlier of September 30, 2024 or when the ESSER program funds are exhausted, whichever occurs first.

3. The parties agree that the District retains its discretion to determine which certified Association members shall be staffed for tutoring and summer program assignments.

4. The parties further agree that the District's determination as to when its ESSER program funds are exhausted shall be final, and that at such point, the District shall notify the Association and the applicable Tutoring rates set forth in the CBA shall again apply.

5. The parties agree that the available work for tutoring and summer programs shall be offered first to bargaining unit members for staffing, but in the event that there are an insufficient number of bargaining unit members who volunteer to perform these services, the District may advertise for and employ non-bargaining unit members to perform such services.

6. The parties agree that this Memorandum temporarily modifies the provisions set forth in the CBA in Appendix C regarding the Tutoring rate and that this Memorandum shall expire following the exhaustion of all of the District's ESSER funds.

7. The Association affirms that, as exclusive bargaining representative for the Association's employees, it has full authority and does enter into this Memorandum of Understanding, on behalf of all employees covered by the CBA.

8. The parties agree that this Memorandum of Understanding does not in any way impact, alter, amend or otherwise modify the Agreement except as set forth herein, but rather that it addresses only the circumstances set forth herein and no other matter; and shall not set a binding past practice or precedent.

9. This Memorandum constitutes the complete, entire and integrated agreement and understanding of the parties hereto containing the subject matter hereof and will not be altered,

modified, or rescinded except by writing duly executed by each of the parties hereto. No statements, promises or representations have been by any party promised, or expected other than as stated in this Memorandum. No party is relying upon any representations, promises, or covenants other than those expressly set forth in this Memorandum and no condition precedent to the effectiveness of this Memorandum exists. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by this Memorandum.

10. Any disputes regarding this Memorandum shall be subject to the grievance procedure of the Collective Bargaining Agreement.

WHEREFORE, the parties hereto, by their duly authorized representatives and intending to be legally bound, have executed this Memorandum.

ATTEST:

SHARPSVILLE AREA SCHOOL DISTRICT

Ashley Mochel 05/16/2022
Board Secretary Date

By: Arcel J. Trontel
Board President

SHARPSVILLE AREA EDUCATION ASSOCIATION, PSEA/NEA

Witness Date

By: _____
Association President Date

MEMORANDUM OF UNDERSTANDING

**Between
Borough of Sharpsville
and
Sharpsville Area School District**

This Memorandum of Understanding (MOU) is entered into on this 16th day of May, 2022 between the Borough of Sharpsville (Borough) and the Sharpsville Area School District (School). The Borough and School mutually agree as follows:

- A. The Borough will provide one School Resource Officer (SRO) to carry out specific duties as outline in the attached policy, procedures, duties and responsibilities document. The SRO is an employee of the Borough of Sharpsville, reporting to the Chief of Police, or his designee, through the Sharpsville Police Department's chain of command.
- B. The Borough shall provide 580 hours of the SRO's total cost, including salary and benefits, and the School shall provide 1,500 hours of the SRO's total cost, including salary and benefits for each school year. The school year is defined as being from the first day of classes in the fall to the last day of classes in the spring. The annual cost to the Sharpsville Area School District is as follows:
 - 2022-2023 School Year: Officer Dean Toth \$ *74,505.00
 - 2023-2024 School Year: Officer Dean Toth \$ *TBD
 - 2024-2025 School Year: Officer Dean Toth \$ *TBD

The Sharpsville Area School District will pay, upon invoice, 50% of the annual costs on September 1 of each year and 50% on March 1 of each year.

The Sharpsville Area School District will provide office space, a telephone, and a computer with internet connection for use by the SRO during the day.

This MOU will remain in effect from August 2022 until June 2025.

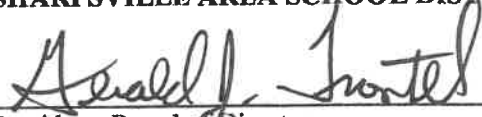
The MOU may be terminated by either party giving the other party ninety (90) days written notice of intent to terminate, and upon termination of the MOU, each party shall be released from any further obligations hereunder.

The attachment is incorporated by reference and is a part of this Memorandum of Understanding.

BOROUGH OF SHARPSVILLE

SHARPSVILLE AREA SCHOOL DISTRICT

President, Borough Council



President, Board of Directors

Borough Manager

Superintendent of Schools

Chief of Police

* The annual cost for the second and third year of this contract will be set based on the Collective Bargaining Agreement with the Sharpsville Police Department. The current CBA expires December 31, 2023.

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER
ATTACHMENT**

A. NUMBER OF OFFICERS

The Borough of Sharpshville shall furnish one (1) police officer from the Sharpshville Police Department to serve as School Resource Officer (SRO) to the Sharpshville Area School District.

B. QUALIFICATIONS

The SRO shall meet the following qualifications:

1. Be a certified law enforcement officer by the Commonwealth of Pennsylvania.
2. Successfully complete SRO training within one year of appointment.
3. Have excellent communication skills.
4. Be able to relate well with students of all ages.
5. Possess good coordinating and planning skills.
6. Work well with school administrators, staff, and faculty.
7. Obtain additional professional development training (active shooter, ALICE instructor, Instructor Development, Crisis Intervention Training, etc.) when possible.

C. SRO DUTIES AND RESPONSIBILITIES

1. General Security and Safety
 - A. Maintain high visibility to all students, staff and visitors while avoiding being time and place predictable.
 - B. Respond to on-site crises including, but not limited to, crimes in progress, bomb threats, emergency medical matters, unruly persons, fires, disasters and violent persons.
 - C. Routinely assess physical security of buildings (check for locked doors, secured windows, suspicious packages, etc.).
 - D. Patrol hallways and common areas (cafeteria, auditorium, library, stadium/track, gymnasium, utility rooms, main offices, etc.) by foot and parking lots and school property roadways by police vehicle.
 - E. Monitor primary and secondary entrance / exit ways at start and close of school.
 - F. Provide traffic control assistance in parking lots and school property roadways.
 - G. Investigate suspicious persons, vehicles or activities.
 - H. Challenge unauthorized visitors or suspected or known trespassers.
 - I. Provide emergency first aid.
 - J. Work closely with school officials to develop safety programs and plans for all hazards and update and improve existing programs and plans.
2. Law and Order Operations
 - A. Respond to crimes in progress and take appropriate enforcement action.
 - B. Investigate reports of crimes and take necessary enforcement action.
 - C. Investigate reports of threats or potential threats against the school district, students, staff and faculty and administration.
 - D. Conduct crime prevention activities through physical security and threat vulnerability assessments and educational presentations. Identify crime prevention risk factors and recommend corrective actions.
 - E. Investigate reports of truancy and take appropriate enforcement action.
 - F. Investigate reports of school district residency violations and provide findings to school district administration.
 - G. Provide assistance to other Sharpshville police in cases occurring off school property but with a school nexus.
 - H. Provide assistance to other law enforcement (state police, probation officers, etc.) on school-related matters upon request.
 - I. Serve as a direct liaison between the police department and the school district. Primary liaison activities include, but are not limited to, information sharing on criminal activity or threats wherein the school district is or may be a party of interest, coordinating meetings and plans between school and police department leadership to foster new or continue existing good working relationships and providing any other cooperation that lawfully benefits both organizations.

- J. Safeguard all police records management system information, criminal history record information and protected information as required by federal and state rules and regulations or law and local policy or general order.
 - K. Document all reports of crime, conduct of investigations, threat and safety information received and criminal intelligence information received in the Sharpsville police records management system.
3. Instruction, Education and Guidance
- A. Serve as a positive community policing role model.
 - B. Develop safety, crime prevention and anti-drug curricula and programs for students.
 - C. Present, instruct, or implement school-approved programs on public safety, anti-drug, anti-bullying, social media-related crimes, other destructive behavior and law enforcement education.
 - D. Communicate openly with students regarding rights, responsibilities, concerns and unacceptable behaviors.
 - E. Make referrals to community programs, social services, in-school programs, etc.

D. INSTRUCTIONAL RESPONSIBILITY

The SRO may teach law enforcement related topics at the request of the school administration. Subjects and content will be agreed upon by the School District and the Sharpsville Police Department.

E. SRO EMPLOYER

The SRO shall remain an employee of the Sharpsville Police Department and not an employee of the Sharpsville Area School District. The SRO shall abide by the policies of the Sharpsville Area School District when they are not in conflict with the policy and procedures of the Sharpsville Police Department.

F. ADDITIONAL RESPONSIBILITIES OF THE SRO

1. The SRO will develop expertise in presenting various subjects such as understanding the laws, the police officer and the police mission.
2. The SRO is not a school disciplinarian. The SRO will not become involved in any form of school administered punishment. If the staff of the Sharpsville Area School District believes a violation of the law has occurred, they shall contact the SRO who will determine whether law enforcement action is appropriate.
3. The SRO will, whenever possible, be available for conferences with students, parents, and faculty member to assist them with problems of a law enforcement or crime prevention nature.
4. The SRO will be familiar with the community agencies which offer assistance to students and their families, such as mental health clinics, drug treatment centers, etc.
5. When working at the school or a school-related function, the SRO shall be armed at all times.
6. The SRO shall act as an instructor for specialized short-term programs when agreed upon by the School District and Police Department.
7. The SRO shall coordinate all his/her activities with the School District administrative staff and will seek permission, advice, and guidance prior to enacting any program within the school.
8. The SRO will assist the Superintendent/Principal in developing Emergency Response Plans and similar plans and strategies to prevent and/or minimize dangerous situations which may occur.
9. Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to school policy, police policy, and legal requirements with regard to such interviews.
10. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the Superintendent/Principal of the school aware of such action. At the Superintendent/Principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted visitors who may appear at the school and related school functions, to the extent the SRO may do so under the authority of the law.

11. The SRO shall give assistance to other police officers in matters regarding his/her school assignment whenever necessary.
12. The SRO shall maintain a detailed and accurate record of the operation of the School Resource Officer Program.

G. RULES AND GUIDELINES

1. The SRO shall adhere to all state and federal laws and the policy/procedure manual of the Sharpsville Police Department.
2. The SRO shall keep documentation of all office counseling sessions.
3. The SRO shall keep a copy of all policy and school reports regarding criminal incidents and investigations at the school.
4. The SRO will not take part in any school disciplinary actions; he/she will only accompany the school interviewer if there is a threat of violence. If the incident is a violation of the law, the SRO may assist in determining if law enforcement action is appropriate.
5. The SRO will follow Sharpsville Police Department policy when requested to transport any student.
6. The SRO may assist school personnel in escorting students who are violent or have threatened violence toward school administration from the school grounds. It shall be the school's responsibility to release the student according to school policy.
7. The SRO shall wear the appropriate uniform of the Sharpsville Police Department or other specifically authorized uniform or professional business attire.
8. The SRO shall be equipped with appropriate communication devices that enable him/her to have direct contact with the Sharpsville Police Department. The SRO will be responsible to request additional police presence or assistance at the school and will make such requests when needed.
9. The SRO is prohibited from fraternizing with any student regardless of his/her age. Any contact with a student off school property, other than school sponsored events or happenstance encounters in a public place is prohibited.
10. The SRO will be evaluated by their supervisor annually. The supervisor shall solicit the input of the Superintendent/Principal prior to completing the evaluation.
11. The SRO is required to attend all mandatory training of the Sharpsville Police Department including firearms qualifications.
12. The SRO shall remain in the school building or on the grounds at all times including rest breaks and lunch unless he/she has permission from his/her immediate supervisor to leave the school and notification has been made to the Principal/Superintendent.
13. The SRO has sick days based on the Collective Bargaining Agreement with the Borough of Sharpsville. If the SRO is unable to be at his/her assigned duties due to illness, the SRO shall notify his/her supervisor as soon as possible. The Shift Supervisor will notify the Principal/Superintendent. A replacement officer will cover the SRO on a temporary basis.
14. The SRO shall use his/her accumulated vacation and holidays in conjunction with the schedule of the Sharpsville Area School District, coordinating his/her days off with those days' school is not in session. Consideration will be given on a case by case basis when the SRO is unable to do so.

MEMORANDUM OF UNDERSTANDING (MOU)

REGARDING CONTRACTUAL TUTORING RATE INCREASE

THIS MEMORANDUM OF UNDERSTANDING is entered into and effective the _____ day of June, 2022, by and between:

SHARPSVILLE AREA SCHOOL DISTRICT (hereinafter the “District”),

**A
N
D**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, LOCAL 633** (hereinafter the “Association”).

WITNESSETH:

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement (hereinafter the “CBA”) covering the period of July 1, 2021 to June 30, 2023, which governs the terms and conditions for the aides employed by the District; and

WHEREAS,; Appendix A of the CBA sets forth the wage rates for the aides; and

WHEREAS, the District has additional federal funds available to it for a limited period of time from the ESSER federal programs, which must be spent by September 30, 2024; and

WHEREAS, the District desires to use those funds to supplement, for a limited period of time, the wage rate paid to aides for their work on summer programs to address learning loss.

NOW THEREFORE, in consideration of the above premises and the following mutual covenants contained herein, the parties agree as follows:

1. The parties agree and acknowledge that a wage rate of twenty-five dollars (\$25) per hour shall apply to the provision of services by Association member aides performing services in District summer programs as set forth herein.

2. The parties agree that for the length of time in which the District has ESSER program funds available, the applicable rate set forth in Paragraph 1 shall apply to aides

working in District summer programs, and that the enhanced rate shall end on the earlier of June 30, 2023 or when the ESSER program funds are exhausted, whichever occurs first.

3. The parties agree that the following shall apply in determining which Association aides shall be staffed for 2022 summer program assignments:

- a. The parties agree that any instructional aides who were assigned on a one-on-one basis to a particular student during the 2021-2022 school year who participates in the summer program shall be assigned to that student for the summer program, provided the aide elects to work during the summer program.
- b. The parties agree that any instructional aides who were staffed to the District's autistic programs and classroom during the 2021-2022 school year shall be assigned to autistic students or programs for the summer program, provided the aide elects to work during the summer program.
- c. Apart from the limitations set forth in a. and b., above, if there are more aides interested in summer program work than there are positions available, then seniority will apply.

4. The parties further agree that the District's determination as to when its ESSER program funds are exhausted shall be final, and that at such point, the District shall notify the Association and the applicable rate for aides set forth in the CBA shall again apply.

5. The parties agree that the available work for aides staffing District summer programs shall be offered first to bargaining unit members, but in the event that there are an insufficient number of bargaining unit members who volunteer to perform these services, the District may advertise for and employ non-bargaining unit members to perform such services.

6. The parties agree that this Memorandum temporarily modifies the provisions set forth in the CBA in Appendix A regarding the applicable wage rate for aides performing work in summer programs and that this Memorandum shall expire following the exhaustion of all of the District's ESSER funds or on June 30, 2023, whichever comes first.

7. The Association affirms that, as exclusive bargaining representative for the Association's employees, it has full authority and does enter into this Memorandum of Understanding, on behalf of all employees covered by the CBA.

8. The parties agree that this Memorandum of Understanding does not in any way impact, alter, amend or otherwise modify the Agreement except as set forth herein, but rather that it addresses only the circumstances set forth herein and no other matter; and shall not set a binding past practice or precedent.

9. This Memorandum constitutes the complete, entire and integrated agreement and understanding of the parties hereto containing the subject matter hereof and will not be altered, modified, or rescinded except by writing duly executed by each of the parties hereto. No statements, promises or representations have been by any party promised, or expected other than as stated in this Memorandum. No party is relying upon any representations, promises, or covenants other than those expressly set forth in this Memorandum and no condition precedent to the effectiveness of this Memorandum exists. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by this Memorandum.

10. Any disputes regarding this Memorandum shall be subject to the grievance procedure of the CBA.

WHEREFORE, the parties hereto, by their duly authorized representatives and intending to be legally bound, have executed this Memorandum.

ATTEST: **SHARPSVILLE AREA SCHOOL DISTRICT**

Ashley Moch
Board Secretary Date

By: Aerald J. Truitt
Board President

AFSCME LOCAL 633

Witness Date

By: _____
Association President Date

Witness Date

By: _____
AFSCME Staff Representative Date