

**MEMORANDUM OF UNDERSTANDING
REGARDING STIPENDS VIA ESSER FUNDS**

This Memorandum of Understanding (“MOU”) is entered into by and between the Board of Education of the Finneytown Local School District (the “Board”) and the Finneytown Association of Support Personnel (the “Association”) (collectively, the “Parties”).

WHEREAS, the Board and the Association are parties to a collective bargaining agreement for the period of July 1, 2022 through June 30, 2025 (the “Agreement”); and

WHEREAS, in the course of negotiations, the Parties acknowledged that since March 17, 2020, all staff members of the Finneytown Local School District have been responsible for challenging and additional responsibilities due to COVID-19; and

WHEREAS, Elementary and Secondary School Emergency Relief (ESSER) Fund dollars were appropriated to state education agencies (SEAs) based on the previous year's Title I shares, with 90% allocated to local education agencies that received a Title I allocation in the most recent fiscal year; and

WHEREAS, the law allows districts to spend their ESSER funds on a broad range of “Allowable Activities,” including, but not limited to the following:

1. Coordinate preparedness and response efforts of the district to prevent, prepare for, and respond to COVID-19.
2. Activities to address unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, foster youth.
3. Develop and implement procedures and systems to improve the preparedness and response efforts of LEA.
4. Training and PD for staff on sanitation and minimizing spread of infectious diseases.
5. Provide mental health services and supports.
6. Plan and implement summer learning and supplemental after-school activities.
7. Addressing learning loss by: administering and using high-quality assessments to assess students’ academic progress and meet students’ academic needs, including through differentiating instruction; implementing evidence-based activities to meet the comprehensive needs of students; providing information and assistance to parent and families on how they can effectively support students, including in a distance learning environment; and/or tracking student attendance and improving student engagement in distance education.
8. School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs.

9. Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and non-mechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door repair and replacement.
10. Other activities necessary to maintain the operations and continuity of services in the LEA and continuing to employ existing staff of the LEA.

WHEREAS, the Board extends their gratitude for every member's extra efforts to mitigate the negative effects of the COVID-19 pandemic for the students and school community and desires to provide compensation, for their commitment in fulfilling additional job responsibilities and engaging in Allowable Activities during these challenging and unique times; and

WHEREAS, the Parties wish to outline the terms under which compensation will be paid, which will be in accordance with the terms of this MOU.

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree that a supplemental stipend of \$600.00 will be paid to each full-time member employed for the entire 2022-2023 school year for performing Allowable Activities. Such payment shall be made in a single lump sum, less applicable withholdings and deductions, at the end of the 2022-2023 school year if still employed by the Board.
2. The Parties agree that a supplemental stipend of \$600.00 will be paid to each full-time member employed for the entire 2023-2024 school year for performing Allowable Activities. Such payment shall be made in a single lump sum, less applicable withholdings and deductions, at the end of the 2023-2024 school year if still employed by the Board.
3. The Parties agree that a supplemental stipend of \$300.00 will be paid to each part-time (less than thirty (30) hours per week) member employed for the entire 2022-2023 school year for performing Allowable Activities. Such payment shall be made in a single lump sum, less applicable withholdings and deductions, at the end of the 2022-2023 school year if still employed by the Board.
4. The Parties agree that a supplemental stipend of \$300.00 will be paid to each part-time (less than thirty (30) hours per week) member employed for the entire 2023-2024 school year for performing Allowable Activities. Such payment shall be made in a single lump sum, less applicable withholdings and deductions, at the end of the 2023-2024 school year if still employed by the Board.

5. The Parties agree that the supplemental stipend shall be prorated for those employees who start after the first contracted work day.
6. The Parties affirm and agree that this MOU shall prevail over any contrary provision in the Agreement.
7. This MOU shall set no precedent and shall not be considered as creating any past practice as between the Parties. The Parties acknowledge that this is a one-time MOU only, for the purposes of addressing the unique facts and circumstances presented herein and as related to the COVID-19 pandemic.
8. This MOU constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the Parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by the Parties.
9. The Parties have reviewed this MOU with their representatives, understand its terms and conditions, are voluntarily executing this MOU, and each signatory to this MOU represents that he or she has the authority to enter into this MOU on behalf of his or her party.

For the Board:

For the Association:

By: 
President

By: 

Date: 5/16/2022

Date: 5/20/2022

By: 
Treasurer

Date: 5/16/22