



240 Arona Road | New Stanton, PA 15672
Tel: (724) 925-3532 | cwctc.org
Fax: (724) 925-1423

JOINT OPERATING COMMITTEE MEETING March 4, 2021, 7 P.M.

Executive Session 6-7 p.m. for legal and personnel matters

Call to order by the President

The meeting was called to order at 7:07 p.m. by Ms. Savage, followed by the Pledge of Allegiance and a moment of silence.

Present:

Ms. Stacey Livengood (Belle Vernon Area School District)
Ms. Robin Savage (Greensburg Salem School District)
Dr. Scott Learn (Hempfield Area School District)
Mr. Mark Gogolsky (Jeannette City School District)
Mr. John Weinman (Mt. Pleasant Area School District)
Mr. Nick Petrucci (Penn Trafford School District)
Mr. James Carson (Southmoreland School District)
Ms. Nancy Bickus-Neel (Yough School District)

Present Via Zoom:

Mr. Brian Carlton (Norwin School District)

Others Present:

Mr. Jason Lucia (CWCTC Administrative Director)
Mr. Chris Tollari (CWCTC Business Manager/JOC Board Secretary)
Ms. Darcy Szymkiewicz (CWCTC Acting Dean of Students)
Mr. Russell Lucas (solicitor)
Dr. Janet Sardon (Yough School District Superintendent)

Other CWCTC members were present physically and via Zoom.

Public Comments: None

Communications: None

Minutes

Motion by Dr. Learn and seconded by Mr. Gogolsky to approve the minutes of the JOC meeting held February 4, 2021. All were in favor; motion carried unanimously.

Administration Reports

A. Administrative Director

Updated on merged programs and different cross-curricular projects and assignments that are taking place.

Updated on the equipment operating that is being integrated into construction trades and masonry.

Updated on the new storage building that is being built.

Workforce Education Initiative discussed and the online applications for next school year for the new enrollees.

Dr. Perna gave an update on the Comprehensive Plan

Introduced Curtis Smithely, our new Questeq IT Coordinator.

Based on the potential of a large enrollment, there is a need to have further discussion on how we are going to provide career and technical education to all of the interested students.

B. Business Manager

We are currently closing in on finalizing our first draft of our proposed budget.

We are working together in conjunction with our Building and Grounds Supervisor to see what updates of Capital Improvements need to be made prior to the end of the school year regarding any of the vital systems that we have.

We are also trying to work on getting everything updated for our previously started Foundation account so that the Foundation can be reformed and be active.

Last week Toshiba installed all of our 4 new, large production printers. They worked with our new IT company, Questeq, to get a new print server up and running. Over the life of this contract we are looking at a savings of a little over 10%.

I have Statements of Financial Interest for all JOC members who did not receive a copy (or were not here) for our last JOC meeting. These need to be given back to me for our next JOC meeting. They are due on May 1st.

C. Adult Education Coordinator/Grant Writer

There were four students in the CDL Class that began February 22nd. The next class starts on March 15th.

State Inspection class for the seniors in the Automotive Technology class will begin on Monday, March 8th.

The amount for the Supplemental Equipment Grant will be announced at the end of March. CWCTC's grant was approved. We are waiting to find out the amount based on the number of grants submitted and the Average Daily Membership.

Treasurer's Report

Motion by Ms. Livengood and seconded by Dr. Learn to approve the Treasurer's Reports ending January 2021. (attachment 2) All were in favor; motion carried unanimously.

Payment of Bills

Motion by Mr. Gogolsky and seconded by Mr. Weinman to approve payment of bills. (attachment 2) All were in favor; motion carried unanimously.

Payment of Loan

Motion by Dr. Learn and seconded by Mr. Weinman to grant permission to pay the ESCO loan payment in the amount of \$543,471.61. This is the eighth annual payment of a 15-year loan; seven payments remain. All were in favor; motion carried unanimously.

Westmoreland County SAP

Motion by Mr. Weinman and seconded by Dr. Learn to approve a one-year renewal agreement with Westmoreland County Student Assistance Program (SAP), effective July 1, 2021. All were in favor; motion carried unanimously.

WIU Executive Leadership Services

Motion by Ms. Livengood and seconded by Mr. Gogolsky to approve a one-year renewal agreement with the Westmoreland Intermediate Unit for Executive Leadership Services, effective July 1, 2021. The hourly rate is \$100. There is no change in the hourly rate. All were in favor; motion carried unanimously.

Toshiba Printer Contract

Motion by Ms. Livengood and seconded by Mr. Gogolsky to approve the renewal of the print service contract with Toshiba for five years at a total of \$104,011.11, a projected savings of \$11,939.76. All were in favor; motion carried unanimously.

NOCTI Exam Waiver

Motion by Mr. Weinman and seconded by Dr. Learn to approve a waiver of its obligation to administer the NOCTI Exam to its students during the 2020-2021 school year, as allowable under Act 136, as a result of in-person instructional time lost due to the COVID-19 Pandemic. All were in favor; motion carried unanimously.

Labor Agreement

Motion by Ms. Livengood and seconded by Dr. Learn to approve the Settlement Agreement with the CWCTC ESPA concerning the PLRB Unit Clarification and to authorize Administration to take all steps necessary to carry out the terms of the Settlement Agreement. All were in favor; motion carried unanimously.

Comprehensive Plan

Motion by Mr. Gogolsky and seconded by Dr. Learn to approve the Central Westmoreland Career and Technology Center Comprehensive Plan for the school years 2020-21, 2021-22, and 2022-23 to be available for public inspection and comment on our website from February 20 until March 19, 2021 and to be submitted to the Pennsylvania Department of Education on March 20, 2021. All were in favor; motion carried unanimously.

Substitute

Motion by Ms. Livengood and seconded by Dr. Learn to approve the following to be added to the substitute custodian list for the 2020-2021 school year, pending receipt of all clearances and documentation. All were in favor; motion carried unanimously.

1) Kenneth Burk

Maintenance/Custodian

Motion by Mr. Petrucci and seconded by Mr. Carson to approve the hiring of Luke Nethen as a Maintenance/Custodian at a rate of \$15.50/hour, pending receipt of all clearances and documentation. All were in favor; motion carried unanimously.

Resolution

Motion by Dr. Learn and seconded by Mr. Petrucci to eliminate the Career Counseling and Career Awareness Program and to suspend/furlough/layoff Beth Butala/the professional employee staffing said position effective immediately. All were in favor through a roll call vote; motion carried unanimously.

Report of Solicitor: None

Adjournment

Motion by Dr. Learn and seconded by Mr. Weinman to adjourn the meeting at 8:17 p.m. All were in favor; motion carried unanimously.

The next regular meeting is scheduled for Thursday, April 1 at 7 p.m.

JOC Chairperson

JOC Board Secretary

CENTRAL WESTMORELAND CAREER AND TECHNOLOGY CENTER
TREASURER'S REPORT
FOR THE MONTH ENDING JANUARY 31, 2021

GENERAL ACCOUNT

Beginning Bank Balance-First National Bank

\$ 1,215,961.12

DEPOSITS

<u>CATEGORY</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
6946 999 SC	1/11/2021	Jeannette City SD January Tuition - 2020-21 SY	24,734.04
6946 999 SC	1/11/2021	Greensburg Salem SD January Tuition - 2020-21 SY	52,051.08
6946 999 SC	1/11/2021	Yough SD January Tuition - 2020-21 SY	71,772.72
153	1/11/2021	Café 125	12,410.77
1380 610 CO	1/11/2021	Cosmetology-Student Kit Payment-Winfield	20.00
1380 610 CO	1/11/2021	Cosmetology-Supplies	9.12
6946 999 SC	1/12/2021	Belle Vernon Area SD January 2021 - 2020-21	22,908.26
6946 999 SC	1/12/2021	Southmoreland SD Febuary 2020 - 2020-21	39,813.70
1380 610 CO	1/12/2021	Cosmetology-Student Kit Payments	220.00
6999 999 SR	1/12/2021	Kriebel Utility Rebate	161.04
6946 999 SC	1/15/2021	Mt Pleasant Area SD Nov. and Dec. 2020 - 2020-21	125,740.70
6946 999 SC	1/15/2021	Hempfield Area SD January 2021 - 2020-21	121,580.35
6943.999.102.30.00.ES	1/15/2021	Evening School	6,950.00
6946 999 SC	1/19/2021	Norwin SD January 2021 - 2020-21	75,293.17
6946 999 SC	1/19/2021	Evening School	40,736.16
10 1340 810 000 30 00 FS	1/19/2021	Activity Fund Reimbursement	447.00
10 1380 610 000 30 00 AB	1/19/2021	Outside Vehicle Project	678.00
1380 610 CO	1/19/2021	Cosmetology-Student Kit Payment-Priest	100.00
10 8742 999 391 30 00 CV	1/21/2021	GEER Grant	10,131.18
6946 999 SC	1/27/2021	Greensburg-Salem SD February 2021 - 2020-21	52,051.08
10 0145 000 000 00 00 00	1/27/2021	Greensburg-Salem SD 2019-20 Tuition Due from Member Districts	64,999.25
10 0145 000 000 00 00 00	1/27/2021	Penn Trafford SD 2019-20 Tuition Due from Member Districts	40,112.93
6946 999 SC	1/27/2021	Yough SD February 2021 - 2020-21	71,772.72
10 6992 999 000 30 00 ER	1/27/2021	NRG Curtailment Solutions	1,024.00
10 2360 540 000 30 00 OF	1/27/2021	Westmoreland-Fayette Workforce	6,300.00
1380 610 CO	1/27/2021	Cosmetology-Student Kit Payment-Wilson	20.00
	1/31/2021	Interest from Sweep Account	2.99
		Total deposits	<u>\$ 842,040.26</u>

General Fund

Balance on Hand-December 31, 2020	1,173,142.72
Income	<u>842,040.26</u>
Total	2,015,182.98
Expenditures	<u>1,126,708.21</u>
Book Balance-January 31, 2021	888,474.77
January 31 2021-Outstanding Checks	<u>202,615.14</u>
Bank Balance January 31, 2021	<u>1,091,089.91</u>

(CONTINUED)

CENTRAL WESTMORELAND CAREER AND TECHNOLOGY CENTER
TREASURER'S REPORT
FOR THE MONTH ENDING JANUARY 31, 2021
(CONTINUED)

Capital Reserve Fund

Balance December 31, 2020	130,756.50
Interest	25.97
Deposits	
Expenditures	
	<hr/>
Balance January 31, 2021	<u><u>130,782.47</u></u>

ACH ACCOUNT

Balance December 31, 2020	3,992.38
Interest	0.48
Deposits	
Expenditures	
	<hr/>
Balance January 31, 2021	<u><u>3,992.86</u></u>

Note- Updated DATES (from 2020 to 2021) 4.9.2021



March 4, 2021
JOC MEETING

GENERAL ACCOUNTS

GENERAL PAID BILLS FOR APPROVAL

2020-2021 (Feb. 1-15)

Consolidated Communications - January Telephone Bill	726.96
Direct Energy Business - December Natural Gas Bill	1,281.69
FNB Commercial Credit Card - Covid Grant Supplies	463.50
FNB Commercial Credit Card - Protective Services Magazines	318.00
FNB Commercial Credit Card - Health Occupations Magazines	23.00
FNB Commercial Credit Card - Office Advertisement	500.00
FNB Commercial Credit Card - Electrical Supplies	2,363.73
FNB Commercial Credit Card - Business Office Supplies	355.83
J C Ehrlich Co Inc - January Pest Control	85.00
MAWC - January Sewage Bill	313.60
MAWC - January Water Bill	574.52
PA UC Fund - Unemployment Compensation Benefit Charge (Wire)	324.16
Wex Bank - January Gasoline	146.31
	<hr/>
	7,476.30

2020-2021 Payroll (Feb. 1-15)

FICA - EFTPS - 1st February Pay	22,347.78
Federal Withholding-EFTPS - 1st February Pay	13,072.34
First National Bank - 1st February Pay	92,103.42
IU 7 Federal Credit Union - 1st February Pay	2,640.00
PA Department of Revenue - 1st February Pay	4,483.79
Stanwood Area Credit Union - 1st February Pay	2,975.00
Voya Financial - 1st February Pay	524.82
	<hr/>
	138,147.15

2020 2021 UNPAID BILLS

ADVANCE AUTO PARTS - AUTO MECHANICS - SUPPLIES	\$	223.50
ADVANCE AUTO PARTS - AUTO MECHANICS - SUPPLIES	\$	44.97
C-TECH ASSOCIATES - POWERLINE - BOOKS & PERIODICALS	\$	335.30
COLKER JANITORIAL SUPPLIES - MAINTENANCE - SUPPLIES	\$	94.08
CREST/GOOD - MAINTENANCE - SUPPLIES	\$	337.69
DON PARKER SALES - COMPETITIVE EQUIPMENT GRANT - AUTO MECHANICS	\$	15,832.80
MERI BETH ELDER - HEALTH OCCUPATIONS - TRAVEL	\$	22.40
INSTITUTIONAL DIVERSIFIED - EVENING SCHOOL - SUPPLIES	\$	840.00
INSTITUTIONAL DIVERSIFIED - ELECTRICAL - SUPPLIES	\$	360.00
INSTITUTIONAL DIVERSIFIED - RESOURCE ROOM- SUPPLIES	\$	180.00
INSTITUTIONAL DIVERSIFIED - AUTO BODY - SUPPLIES	\$	360.00
INSTITUTIONAL DIVERSIFIED - AUTO MECHANICS - SUPPLIES	\$	360.00
INSTITUTIONAL DIVERSIFIED - MACHINE TRADES - SUPPLIES	\$	685.00
NICHOLAS NELSON - TUTORSHIP REIMBURSEMENT	\$	574.20
PAINT MASTERS PLUS - AUTO BODY - SOFTWARE UPDATE	\$	120.00
PAXTON PATTERSON - MASONRY - SUPPLIES	\$	739.25 P
SAINT VINCENT COLLEGE - PERKINS - PROFESSIONAL SERVICES	\$	350.00
SCOTT ELECTRIC - MAINTENANCE - SUPPLIES	\$	208.80
SCOTT ELECTRIC - ELECTRIC - SUPPLIES	\$	97.60
STAPLES - OFFICE - SUPPLIES	\$	26.59
STAPLES - GUIDANCE - SUPPLIES	\$	6.48
TOSHIBA BUSINESS SOLUTIONS - GUIDANCE - SUPPLIES	\$	210.00
WISNESKI'S - MAINTENANCE - SERVICES	\$	475.00
TOTAL	\$	22,483.66
2020-2021 PAID BILLS FOR APPROVAL	\$	7,476.30
2019-2020 PAID BILLS FOR APPROVAL	\$	-
2020-2021 PAYROLL	\$	138,147.15
2020-2021 UNPAID BILLS FOR APPROVAL	\$	22,483.66
TOTAL	\$	168,107.11

ACTIVITIES ACCOUNT
MONTHLY STATEMENT FOR JANUARY 31, 2021
CENTRAL WESTMORELAND CTC
NEW STANTON, PA 15672

CLUB	BEGINNING BALANCE	INCOME	EXPENSES	ENDING BALANCE
1. SHA	\$ 2,404.48	\$ 270.05	\$ 630.84	\$ 2,043.69
2. MAIN VICA (SKILLS USA)	\$ 22,356.11	\$ 0.51	\$ 737.86	\$ 21,618.76
3. SPIRIT SQUAD	\$ 1,194.92	\$ 2,575.00	\$ 1,257.69	\$ 2,512.23
4. AUTO BODY	\$ 16.59	\$ -	\$ -	\$ 16.59
5. AUTO MECHANICS	\$ 2,447.03	\$ -	\$ -	\$ 2,447.03
6. BUILDING MAINTENANCE	\$ 375.92	\$ -	\$ -	\$ 375.92
7. COCA-COLA & STUDENT SUCCESS FUND	\$ 4,194.81	\$ -	\$ -	\$ 4,194.81
8. COMMERICAL ART	\$ 503.23	\$ -	\$ -	\$ 503.23
9. COMPUTER & INFORMATION SCIENCE	\$ 208.56	\$ -	\$ -	\$ 208.56
10. COSMETOLOGY	\$ 584.61	\$ -	\$ -	\$ 584.61
11. ELECTRICITY	\$ 1,005.91	\$ -	\$ -	\$ 1,005.91
12. FIRST ROBOTICS	\$ 142.16	\$ -	\$ -	\$ 142.16
13. FOOD SERVICE	\$ 409.22	\$ 1,805.80	\$ 1,685.30	\$ 529.72
14. FUTURE BUILDERS	\$ 928.77	\$ -	\$ -	\$ 928.77
15. GRAPHIC ARTS	\$ 66.49	\$ 568.00	\$ 72.23	\$ 562.26
16. HEALTH ASSISTANT	\$ 67.77	\$ -	\$ -	\$ 67.77
17. HEATING & AIR CONDITIONING	\$ 552.35	\$ -	\$ -	\$ 552.35
18. MASONRY	\$ 594.99	\$ -	\$ -	\$ 594.99
19. NATIONAL HONOR SOCIETY	\$ 357.29	\$ -	\$ -	\$ 357.29
20. PAINTING & DECORATING	\$ 1,967.17	\$ -	\$ -	\$ 1,967.17
21. PHYSICAL EDUCATION	\$ 925.69	\$ -	\$ -	\$ 925.69
22. PLUMBING	\$ 147.85	\$ -	\$ -	\$ 147.85
23. POWERLINE CONSTRUCTION	\$ 5,017.70	\$ 210.00	\$ -	\$ 5,227.70
24. PROTECTIVE SERVICES	\$ 2,235.02	\$ 50.00	\$ 151.98	\$ 2,133.04
25. SPORTS THERAPY	\$ 855.36	\$ -	\$ -	\$ 855.36
26. WAREHOUSING	\$ 400.15	\$ -	\$ -	\$ 400.15
27. WELDING	\$ 242.76	\$ -	\$ -	\$ 242.76
28. NATIONAL ART HONOR SOCIETY	\$ 860.81	\$ -	\$ -	\$ 860.81
MONTHLY TOTALS	\$51,063.72	\$5,479.36	\$4,535.90	\$52,007.18
INVESTMENT ACCOUNT	\$14,137.46	\$0.56	\$0.00	\$14,138.02
CHECKING ACCOUNT BALANCE				\$37,869.16

INTEREST CALCULATION

31-Jan-21

INTEREST FOR MONTH ENDING:
AVG. BAL. FOR MONTH ENDING:

\$ 0.56
\$ 24,211.24

	BEG. BAL	END BAL.	AVG. BAL	INTEREST
SHA	\$ 2,404.48	\$ 2,043.64	\$ 2,224.06	\$ 0.05
SKILLS	\$ 22,356.11	\$ 21,618.25	\$ 21,987.18	\$ 0.51
	\$ 24,760.59	\$ 23,661.89	\$ 24,211.24	\$ 0.56

**CENTRAL WESTMORELAND CAREER AND TECHNOLOGY CENTER
RESOLUTION 2020-2021 # 001**

**RESOLUTION APPROVING CURTAILMENT OR ALTERATION OF THE CTC'S
CAREER COUNSELING AND CAREER AWARENESS PROGRAM AND
SUSPENDING (FURLOUGHING)
PROFESSIONAL EMPLOYEE**

AND NOW THIS 4th DAY OF MARCH, 2021, at a duly-advertised public meeting of the Joint Operating Committee of the Central Westmoreland Career and Technology Center (the "Center"), the following Resolution was adopted by the Center's Joint Operating Committee by majority vote.

WHEREAS, the Center currently funds and sponsors a Career Counseling and Career Awareness Program and employs a Guidance Counselor to staff that Program; and

WHEREAS, the Center's Administrative Director has recommended that the Center's educational program be curtailed and altered to conform to standards of organization that will effect a change in the Center's organization or curriculum by creating a more effective educational program and curriculum; and

WHEREAS, the member school districts which send their students to the Center have their own Career Counseling and Career Awareness programs, and as a result the Center's Career Counseling and Career Awareness program is duplicative and unnecessary; and

WHEREAS, in order to conform with educational activities, the Administrative Director has recommended that the Career Counseling and Career Awareness Program be curtailed and altered through elimination; and

WHEREAS, the Center's Joint Operating Committee believes that the recommended changes will result in a more effective educational program.

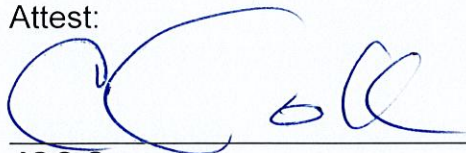
NOW THEREFORE BE IT RESOLVED that the Joint Operating Committee of the Center resolves to alter and curtail its educational program through the elimination of the Career Counseling and Career Awareness Department, effective immediately.

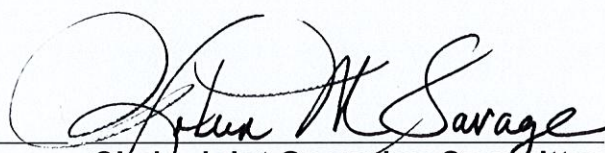
NOW THEREFORE BE IT FURTHER RESOLVED that the Joint Operating Committee of the Center shall suspend/furlough/layoff the Professional Employee employed to staff the Center's Career Counseling and Career Awareness Program,

Beth Butala, effective immediately, with the employee's rights to recall and realignment as set forth in the Pennsylvania School Code of 1949, as amended, and the Center's Collective Bargaining Agreement with its professional staff.

NOW THEREFORE BE IT FURTHER RESOLVED that the Center's Administration is directed to deliver Notice of Furlough to the affected Professional Employee and to take any further action necessary to carry out this Resolution.

Attest:


JOC Secretary


Chair, Joint Operating Committee

Motion to adopt the Resolution by SCOTT LEARN

Motion seconded by NICK PETRUCCI

Roll call vote:

y Ms. Bickus-Neal
y Mr. Carson
y Dr. Learn
y Mr. Petrucci
y Mr. Weinman

y Mr. Carlton
y Mr. Gogolsky
y Ms. Livengood
y Ms. Savage

Number voting Yes 9

Number voting No 0

Number Absent 0

**SETTLEMENT AGREEMENT
BETWEEN
THE CENTRAL WESTMORELAND CAREER AND TECHNOLOGY CENTER
AND
THE CENTRAL WESTMORELAND CAREER AND TECHNOLOGY CENTER
EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION, PSEA/NEA**

This Settlement Agreement (hereinafter the "Agreement") is made this 4th day of MARCH, 2021, by and between the Central Westmoreland Career and Technology Center (hereinafter the "Center") and the Central Westmoreland Career and Technology Center Educational Support Professional Association, PSEA/NEA (hereinafter the "Association").

WHEREAS, the Center and the Association are parties to a Collective Bargaining Agreement (hereinafter the "CBA") having a term in effect from July 1, 2016 through June 30, 2022, which CBA sets forth the terms and conditions of employment for the Center's paraprofessional, custodial/maintenance and secretarial/clerical employees; and

WHEREAS, the Center employed Team Leaders for Custodial/Grounds and Building and Environmental Maintenance and classified those positions as non-bargaining unit managerial positions; and

WHEREAS, the Association filed a Unit Clarification Petition (hereinafter the "Petition") with the Pennsylvania Labor Relations Board at PERA-U-19-239-W seeking the inclusion of the Team Leader positions in the Association's bargaining unit; and

WHEREAS, the parties have come to an agreement which resolves the Petition filed by the Association; and

WHEREAS, the parties desire to reduce that agreement to writing.

NOW THEREFORE, intending to be legally bound hereby, the Center and the Association agree as follows:

1. The Center agrees and acknowledges that as of the date of this Agreement, only one (1) of the three (3) Team Leader positions is occupied and the Center does not intend to utilize the Team Leader positions moving forward, but instead has elected to vest the managerial functions in a Buildings and Grounds Supervisor position, which was created in the summer of 2020.

2. In exchange for the Center's agreement and acknowledgement set forth in Paragraph 1, above, the Association agrees that it shall withdraw the Petition with prejudice.

3. The parties further agree that following the approval of this Agreement the current Team Leader for Building and Environmental Maintenance, Bruce Miller, shall be moved to a

newly-created bargaining unit position, the Building and Grounds Assistant (hereinafter the "Assistant"), which position is described in the Job Description attached to this Agreement as Exhibit "A." The parties acknowledge that the Center shall adjust Mr. Miller's salary from its current rate of \$51,469.88 to \$48,469.88 when he is transferred from Team Leader to Assistant. The parties further agree and acknowledge that the Center is not waiving or abridging its managerial right to set the Assistant's job description through the job description's attachment to this Agreement. Finally, the parties agree and acknowledge that they shall bargain over the terms and conditions applicable to the Assistant position, and agree that they shall amend the Association's unit description to include the Assistant within the unit description.

4. The parties to this Agreement agree and acknowledge that the monetary value of the stipend to be paid to the Building and Grounds Assistant shall be ten thousand dollars (\$10,000) annually, and the parties further agree to bargain over any other necessary terms and conditions of employment related to the position as they arise.

5. The Association agrees that it shall not challenge the managerial, non-bargaining unit status of the Center's Buildings and Grounds Supervisor.

6. This Agreement 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 Agreement. No party is relying upon any representations, promises, or covenants other than those expressly set forth in this Agreement and no condition precedent to the effectiveness of this Agreement exists. All prior discussions and negotiations have been and are merged and integrated into and are superseded by this Agreement.

7. The parties represent and acknowledge that in executing this Agreement, they do not rely, and they have not relied upon, any representation or statement made by one another or any of each other's agents, representatives, or attorneys with regard to the subject matter of this Agreement.

8. The parties agree that this Agreement and its terms and conditions are unique to this factual circumstance and that this Agreement shall not be precedent-setting in any fashion and may not be cited as precedent or past practice in any subsequent proceeding, except in a proceeding to enforce its terms.

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

Attest:



Secretary

**CENTRAL WESTMORELAND CAREER AND
TECHNOLOGY CENTER**

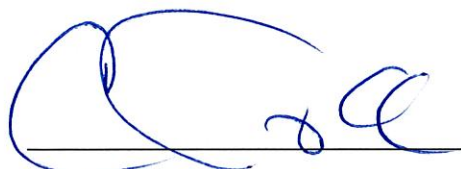
By: 

Joint Operating Committee Chair

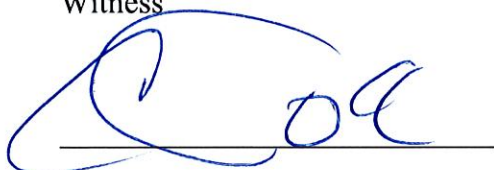
**CENTRAL WESTMORELAND CTC
EDUCATION SUPPORT PROFESSIONAL
ASSOCIATION, PSEA/NEA**

By: 

Title: PRESIDENT



Witness



Witness



Witness

By: 

Title: Vice President

By: 

Title: Secretary

Witness

By: _____

Title: _____