

FINNEYTOWN LOCAL SCHOOL DISTRICT
Regular Meeting, May 16, 2022
William R. Swartzel Performing Arts Center
Open Forum 6:00pm
Regular Meeting 6:30pm

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. FLSD Policy 0165.1

1. Call to Order

2. Opening Ceremony

Our mission is to foster academic and social growth for each student in a safe, supportive school environment.

Our vision is to be a learning community that inspires our students and staff to think critically, grow intellectually, and live with integrity.

3. Additions to and Approval of the Agenda

4. Approval of Minutes from the Regular Meeting of April 18, 2022 and the Special Meetings of April 26, 2022 and May 3, 2022

5. Presentation of Awards - Finneytown PTA

6. Administrative Report

- **District Update**
- **Federal Programs Update**

7. Public Address

- **Comments Regarding the Board's Intention to Rehire Randy Hajer**
- **General Public Address**

8. Board Coordination Matters

- **Board Members**

9. Financial Matters

9.1 Adoption of the Consent Calendar

It is recommended that the Board adopt the "Consent Calendar" as follows:

Action by the Board of Education in adoption of the "Consent Calendar" at this point of the agenda means that all items appearing with an asterisk (*) after the title constitute the "Consent Calendar" and are adopted by one single motion, unless a member of the Board of Education or the Superintendent requests that any such item be removed from the "Consent Calendar" and voted upon separately.

a) Monthly Financial Report*

b) Depository and Investment Balances as of April 30, 2022*

U.S. Bank	0.0049%	\$ 473,193.05
STAR Ohio	0.4100%	\$ 22,290,280.45
U.S. Bank (construction fund)	0.4500%	\$ 4,876,056.39
STAR Ohio (construction fund)	0.4100%	\$ 4,891,549.57

c) Interest Earned on Depository and Investment Accounts as of April 30, 2022*

General Fund	\$ 7,482.93
Construction Fund	\$ 11,882.84

d) Monthly Bond Project Spending and Commitment Report*

[See attachment]

10. Executive Session, in accordance with ORC 121.22(G)(1), in order to consider the compensation of public employees of the district

11. Superintendent's Recommendations

11.1 Adoption of the Consent Calendar

It is recommended that the Board adopt the "Consent Calendar" as follows:

Action by the Board of Education in adoption of the "Consent Calendar" at this point of the agenda means that all items appearing with an asterisk (*) after the title constitute the "Consent Calendar" and are adopted by one single motion, unless a member of the Board of Education or the Superintendent requests that any such item be removed from the "Consent Calendar" and voted upon separately.

a) Acknowledgement of Resignations*

It is recommended that the Board acknowledge the following resignations, which have been previously accepted by the Superintendent:

Cheryl Caldwell	Intervention Specialist effective May 31, 2022	(personal)
Matthew Hartman	Educational Assistant effective May 27, 2022	(personal)
Heideh Javan	Kindergarten Teacher effective May 31, 2022	(personal)

b) Approval of Contracts – Continuing Certified*

It is recommended that the Board approve continuing contracts for the following returning certified staff members, effective August 1, 2022:

Melissa Smith
Britany Utley
Whitney Walker

c) Approval of Contracts – One Year Limited Certified*

It is recommended that the Board approve one year limited contracts for the following returning certified staff members, effective August 30, 2022 through June 12, 2023:

David Backer
Shannon Backer
Jacynda Barton

Jennifer Bayless
Stephanie Belschner
Jennifer Brunzman

Thomas Budday
Heather Burkhardt
Kyle Chambers
Shannon Cleghorn
Meredith Cottrell
Angela Creutzinger
Bradley Delaney
Jonathan Engel
Phil Farr
Elijah Fenwick-Sanders
Kayla Fields
Kerry Finley
Peter Fisher
Samuel Fronk
Megan Geis
Matthew George
Brittany Gunnell
Elizabeth Gutierrez
Mark Hafner
Samantha Hauck
Melissa Hawkins
Lauren Henline
Keila Herbert
Michael Holland
Heather Howard
Hannah Jones

Joanna Kelly
Megan Kelly
Stefanie Kennedy
Hannah Klotz
Ciera Knott
Ashley Lewis
Allison McCrea
Kevin McCrea
Kayla Miller
Megan Murphy
Bethany Noble
Bradley Pierce
Kaitlyn Pitchford
Elizabeth Proctor
Grace Rambo
Ryan Richmond
Michael Rosa
Nancy Rouse
Janelle Sowders
Amanda Stevenson
Taylor Theissen
Angeline Trombley
Lynn Volz
Amanda Vordenberg
David Wolferst
Tonya Zerkle

d) Approval of Contracts – One Year Retired/Rehired Certified*

It is recommended that the Board approve one year limited contracts for the following returning retired/rehired certified staff members, effective August 30, 2022 through June 12, 2023:

Al Bolton
Kathleen White

e) Approval of Contract Revision – Continuing Certified*

It is recommended that the Board approve the following revision to a continuing certified contract:

Julie Galbraith, .5 FTE Intervention Specialist, to full-time Intervention Specialist, effective August 30, 2022

f) Approval of Contract – One Year Limited Classified*

It is recommended that the Board approve a one year limited contract for the following new classified staff member, effective July 1, 2022 through June 30, 2023:

Kristen Gerard

g) Approval of Contracts – Continuing Classified*

It is recommended that the Board approve continuing contracts for the following returning classified staff member, effective July 1, 2022:

Bennie Allen
Yvonne Allen-Smith
Conrad Kolis
Betsy Thomas
Lisa Turner

h) Approval of Contracts – One Year Retired/Rehired Classified*

It is recommended that the Board approved one year limited contracts for the following returning retired/rehired classified staff members, effective July 1, 2022 through June 30, 2023:

Sandy Haskin
Ellie White

i) Approval of Contracts – Supplemental 2021-2022*

It is recommended that the Board approve the following supplemental contracts, effective August 1, 2021 through June 30, 2022:

Mark Hafner	Head Coach, Boys Varsity Track	\$3,455.00
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Mark Hafner	Head Coach, Girls Varsity Track	\$3,455.00
Brian Watson	Reserve Softball Coach	\$1,728.00
Donovan Weber	Head Coach, Boys Varsity Tennis	\$1,632.00

j) Approval of Contract – Two Year Limited Exempt*

It is recommended that the Board approve a two year limited contract for the following exempt staff member, effective July 1, 2022 through June 30, 2024:

Gerald Warmack	Athletic Director	\$89,919.00
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k) Approval of Administrative Contract*

It is recommended that the Board approve the following Administrative Contract, effective August 1, 2022 through July 31, 2023:

Tim Wagner	Director of Operations	\$85,490.00
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l) Approval of Administrative Contract Revisions*

It is recommended that the Board approve revisions to the following Administrative Contracts, effective August 1, 2022 through July 31, 2023:

Grant Anderson	\$113,271.00
Jen Dinan	\$120,350.00
Anita Ruffin	\$ 80,925.00
Lisa Samuel	\$ 83,540.00
Carol Miller	\$108,937.00
Eric Muchmore	\$103,750.00
Anton Walker	\$ 92,466.00

m) Approval of Pay Rates for Exempt Employees*

It is recommended that the Board approve the following pay rates for exempt staff members, effective July 1, 2022:

Nancy Buescher	\$21.22/hr.
Connie Hudson	\$27.99/hr.
Ann Morey	\$54,540.00
Patti Schnur	\$23.95/hr.

Beverly Thal \$33.62/hr.

n) Approval of Payment – Certified Staff Members*

It is recommended that the Board approve payment to the following certified staff member who will perform duties outside of the regular work schedule, effective August 1, 2021 through July 31, 2022:

Sonya Garner	Summer School	\$19.87/hr
Kayla Miller	Summer School	\$19.87/hr
Melissa Smith	Professional Development for Gifted Services	\$500.00

o) Approval of Family and Medical Leaves*

It is recommended that the Board approve the following Family Medical Leave(s):

Glenda Bedinghaus, Special Education Assistant, beginning March 11, 2022, and continuing through May 31, 2022 (revised).

Brittany Gunnell, Elementary Teacher, beginning May 16, 2022, and continuing through May 31, 2022.

p) Nonrenewal all 2021-2022 Supplemental and Personnel Service Contracts*

It is recommended that the Board not renew the following 2021-2022 supplemental and personnel service contracts:

David Backer	Department Head, Math	\$1,688.00
Stephanie Belschner	Department Co-Head, Counseling	\$844.00
Stephanie Belschner	Advisor, ACT/SAT Testing	\$672.00
Zach Blyberg	Head Coach, Freshman Basketball	\$2,303.00
Matt Breines	House Dean, P.E.M.	\$2,900.00
Thomas Budday	Advisor, GSA	\$400.00
Robert Burlew	Head Coach, 8th Grade Boys Basketball	\$1,632.00
Robert Burlew	Head Coach, Varsity Men's Soccer	\$4,511.00
Kyle Chambers	Asst. Coach, Varsity Wrestling	\$2,207.00
Kyle Chambers	Asst. House Dean, Pringle	\$200.00
Shannon Cleghorn	Dean, Ebenezer House	\$2,900.00
Kelly Cobb	Department Head, Science	\$1,688.00
Adam Coffey	Head Coach, Varsity Wrestling	\$5,951.00

Cathy Counts	Department Co-Head, Counseling	\$844.00
Brett Crawford	Asst. Coach, Boys Varsity Basketball	\$3,647.00
Bradley Delaney	Director, Band/Marching Band	\$5,471.00
Bradley Delaney	Director, Pep Band	\$1,728.00
Jimmy Denson	Coach, Varsity Bowling	\$1,190.00
Doug Dirr	Co-Advisor, Whitaker Student Council	\$1,632.00
Kenneth Duke	Head Coach, MS Football	\$2,200.00
Craig Dukes	Advisor, Math Olympiad	\$1,728.00
Tim Dunn	Adjunct Coach, Varsity Football	\$3,000.00
Derrick Evans	Head Coach, Varsity Bowling	\$1,728.00
Phil Farr	Advisor, Academic Team	\$1,401.00
Chris Fath	Adjunct Coach, Varsity Football	\$2,500.00
Elijah Fenwick-Sanders	Advisor, National Honor Society	\$921.00
Elijah Fenwick-Sanders	House Dean, Clark	\$2,900.00
Kayla Fields	Director, Elementary Chorus	\$1,632.00
Sam Fronk	Asst. Director, Band	\$2,016.00
Sam Fronk	Asst. Director, Band Camp	\$921.00
Sam Fronk	Asst. Director, Marching Band	\$1,632.00
Queylah Gaines	Head Coach, Varsity Cheer (Basketball)	\$998.00
Matthew George	Co-Advisor, Whitaker Student Council	\$816.00
Sara Ginn	Advisor, Brent Memory Book	\$864.00
Anna Hafner	Head Coach, Reserve Cheer (Football)	\$998.00
Anna Hafner	Head Coach, Varsity Cheer (Football)	\$1,401.00
Mark Hafner	Head Coach, Boys Varsity Track	\$3,455.00
Mark Hafner	Head Coach, Girls Varsity Track	\$3,455.00
Reggie Hall	Head Coach, Varsity Boys Basketball	\$4,799.00
Chevalier Harris	Head Coach, 7th Gr. Boys Basketball	\$1,728.00
Morgan Hart	Head Coach, Reserve Volleyball	\$1,632.00
Deb Hartlaub	Advisor, Whitaker Memory Book	\$729.00
Melissa Hawkins	House Dean, Pringle	\$2,900.00
Lauren Henline	Department Head, World Languages	\$1,688.00
Lauren Henline	House Co-Dean, Telford	\$1,450.00
Heather Howard	Advisor, House System	\$2,000.00
Heather Howard	House Dean, Kopke	\$2,900.00
Jennifer Jeffries	Head Coach, MS Cross Country	\$1,728.00
Jennifer Jeffries	Head Coach, Varsity Cross Country	\$1,632.00
Alec Johnson	Auditorium Manager	\$4,511.00
Zach Jung	Musical Theatre Choreographer	\$921.00
Zach Jung	Musical Theatre Director	\$1,632.00
Zach Jung	Musical Theatre Producer	\$1,190.00

Jeff Kathman	Head Coach, Varsity Golf	\$2,303.00
Jeff Kathman	Asst. Coach, Varsity Softball	\$2,399.00
Stefanie Kennedy	Department Head, Music	\$1,688.00
Stefanie Kennedy	Director, HS Vocal Music	\$2,303.00
Stefanie Kennedy	Director, MS Vocal Music	\$1,401.00
Stefanie Kennedy	Director, Orchestra	\$2,687.00
Stefanie Kennedy	Director, X-Period MS Chorus	\$1,401.00
Santangelo Lackey	Adjunct Coach, MS Football	\$2,100.00
Kayla Lowe	Asst. House Dean, Clark	\$200.00
Kayla Lowe	Advisor, MS Yearbook	\$729.00
Brian Moragne	Adjunct Head Coach, Middle School Track	\$2,500.00
LaDon Nelson	Head Coach, Varsity Baseball	\$4,991.00
Bradley Pierce	Department Head, Social Studies	\$1,688.00
Bradley Pierce	House Co-Dean, Telford	\$1,450.00
Mike Rosa	Department Head, Physical Education	\$1,688.00
Stephen Schmuck	Head Coach, Reserve Boys Soccer	\$2,399.00
Cody Schwegman	Asst. Coach, Varsity Men's Soccer	\$2,783.00
Janelle Sowders	Department Head, English/Language Arts	\$1,688.00
Laura Thompson	Department Co-Head, Special Education	\$844.00
Joe Vlachos	Auditorium Manager	\$1,056.00
Lynn Volz	Head Coach, Middle School Wrestling	\$2,399.00
Julie Vorwerck-Ficke	Art Department Support	\$500.00
Julie Vorwerck-Ficke	Department Head, Art	\$1,688.00
Danielle Wagers	Head Coach, Varsity Volleyball	\$2,879.00
Michele Wallace Bowers	Advisor, Flag Corp	\$1,536.00
Michele Wallace Bowers	Choreography, Flag Corp	\$1,536.00
Chandra Ward	Co-Advisor, Whitaker Memory Book	\$432.00
Conner Ware	Tech Director, Musical Theatre Production	\$1,632.00
Gerald Warmack	Athletic Director	\$10,000.00
Gerald Warmack	Head Coach, Strength/Conditioning	\$2,111.00
Gerald Warmack	Head Coach, Varsity Football	\$6,814.00
Gerald Warmack	Adjunct Asst. Coach, Girls Varsity Track	\$1,650.00
Gerald Warmack	Adjunct Asst. Coach, Boys Varsity Track	\$1,650.00
Brian Watson	Reserve Softball Coach	\$1,728.00
Donovan Weber	Head Coach, Boys Varsity Tennis	\$1,632.00
Montorius Webley	Head Coach, MS Girls Basketball	\$1,622.00
Mike Weiler	Adjunct Coach, Varsity Football	\$2,600.00
Michael West	Head Coach, Varsity Women's Soccer	\$3,359.00
Charles Williams	Head Coach, Varsity Girls Basketball	\$4,799.00
Chris Williams	Head Coach, Reserve Boys Basketball	\$2,879.00

Dave Wolferst

Head Coach, Varsity Softball

\$4,607.00

q) Approval of Substitute Teachers Provided by Comprehensive Substitute Solutions*

It is recommended that the Board approve the following substitute teachers who are employed by Comprehensive Substitute Solutions and may be assigned to fill absences for the Finneytown Local School District, effective May 11, 2022:

Babatu, Kwesi	Gaski, Karen	Phillips, Ciera
Baker, Nadia	Giffin, David	Phipps, Marilyn
Barnes, Cheryl	Gilbert, Jaylin	Pittman, Felicia
Barnes, Roosevelt	Gray, Kiara	Pollington, Connie
Barnett, Althea	Grote, Michael	Price, Tanya
Bell, Danny	Hamon, Annamarie	Purdum, Deborah
Bellamah, Christopher	Henderson-Pitts, DeLaine	Rice, Alisha
Binford, Cornelia	Hopkins, Samuel	Richey, Sheila
Blair, Ernetta	Howard, Latrice	Robinson, Marilyn
Blank, Diana	Hudson, Denesha	Rone, Jessica
Blanks, Earl	Hughes Jr., George	Ruffner, Sara
Blunt, Sharron	Israel, Shamauel	Ryan, Samantha
Brinkman, Rosa	Jackson, Dionna	Salem, Duha
Caceros, Carina	Jones, Adasha	Sandhage, Rory
Calhoun, Brenda	Jones, Darrell	Schneider, Cindy
Cargile, Joyce	Kelley-Gerton, Lisa	Schuler, Emily
Causey, Mikal	King, Candace	Shaw Phyllis
Chenault, Kennedy	Laird, Maggie	Sithe, Adam
Colvin, Gayle	Leaver, Samantha	Skidmore, Carson
Connor, Kathryn	Lockett, Teylar	St.Hilaire, Melissa
Cooper, Edward	Marshall, Gwen	Staley, Jordan
Copeland, David	Martin, Artis	Stegman, Jessica
Cornwell, Robert	McCartney, Olivia	Sukovaty, Holly
Crowell, Kiara	Miller, Mari Kay	Sullivan, Clyde
Crumpley, Tanagna	Mosher, Parker	Tennyson, Emma
Cruz, Eva	Myers, Johnnie	Thomas, Jenna
Curtis, Hayley	Nelson, Diamond	Thomas, Mark Elijah
Davis, Gordon	Neri, McKenzie	Thrower, Edith
Davis, Rollins	Nitti, Danielle	Tubbs, Quinetta
Davis, Samantha	Obert, Jennifer	Utrecht, Kimberly
Delisio, John	Ottesen, Lauren	Vaught, Alijah
Dietz, John	Padhy, Shivangi	VonderHaar, Susan
Dunn, Tim	Palmore, Cori	Walton, Ronald
Duskin, Deemiah	Parham, Ebony	Ward, Melanie
Evans, Patricia	ParteeJohnson, Dionne	Weiler, Michael
Gaines, Queyah	Perez, Adesina	Whitaker, Richard

Wiggs, Joanne
Williams, Carla
Williams, Tracey

Wilson, Brooklyn
Winter, Stephany
Wise, Donnise

Wolke, Sophia
Yisrael, Nesyah
Young, Raven

r) Adoption of Resolution -Verifying Assistant Principal Assignment

It is recommended that the Board adopt the following resolution verifying the assignment of Assistant Principal:

WHEREAS, the Finneytown Local School District wishes to employ Jessica Martin (OH3107492) as an Elementary Assistant Principal responsible for grades K-6 and

WHEREAS, Jessica Martin holds a current Ohio Department of Education Principal License for grades 4-9 and,

WHEREAS the Ohio Department of Education allows for the issuance of a one year Alternative Principal License which allows candidates to work in an Ohio school as a principal or assistant principal for grades that do not conform with their current license,

NOW, THEREFORE, be it resolved by the Finneytown Local School District Board of Education that Jessica Martin will assume a position as Elementary Assistant Principal upon the issuance of an Alternative Principal License for grades PK-6 by the Ohio Department of Education.

s) Approval of Change Orders*

It is recommended that the Board approve the following change orders for the new K-6 Elementary construction project:

1) Change Order #S60 – Skanska Contract

Add \$561.19 for the addition of two concrete mow strips below the metal panel walls at the front of the building. At the District’s preference, the mow strips were added to help keep lawn mowers and string trimmers away from the metal panels to avoid damaging them. Refer to the sketch included in the attachment.

2) Change Order #S63 – Skanska Contract

Add \$65,438.58 for the Monument Sign. The pricing is based on the following: Bulletin #09R (two-element design); Delete interior CMU wythes; Use masonry veneer currently on site; 16 mm pixel pitch digital sign; Provide “8850” dimensional numbers. Exclude “Finneytown Elementary” dimensional letters.

3) Change Order #S64 – Skanska Contract

Add \$619.11 to provide stands/bases for the existing convection ovens. The change order includes two stands, one for the oven moving to Finneytown Elementary and one for the oven remaining at Brent Elementary.

t) Approval of Agreement - HCESC*

It is recommended the Board approve the following agreement:

Finneytown Local School District with Hamilton County Educational Service Center to provide specific special services and instructional services for the 2022-2023 school year.

The projected cost is \$664,973 to the General Fund and \$840,653 to all funds.

u) Approval of Resolution - Auxiliary Participation*

It is recommended that the Board approve the following resolution of participation: Central Baptist Academy and St. Vivian School with Hamilton County Educational Service Center to cooperatively provide services for the 2022-2023 school year under the non-public school auxiliary services program.

v) Adoption of Resolution – Approval of Service Fund Payment*

It is recommended that the Board approve payment from the Service Fund, per ORC 3315.15, for the appropriate expenses incurred by a district board member attending the OSBA Board Leadership Institute Conference on May 6-7, 2022.

w) Approval of Graduation Class of 2022

It is recommended that the Board approve the Finneytown High School Graduation Class of 2022 (see attached roster), pending successful completion of all requirements.

x) Approval of Student Fees - 2022-2023*

It is recommended that the Board approved the following Student Fees for the 2022-2023 school year:

Secondary Campus

Seventh Grade

\$75.00

ID, assignment books, bus trips, media center supplies and consumable classroom supplies

Eighth Grade **\$75.00**
ID, assignment books, bus trips, media center supplies, and consumable classroom supplies

Ninth Grade **\$105.00**
ID, school planner, bus trips, media center supplies and consumable classroom supplies

Tenth Grade **\$105.00**
ID, school planner, bus trips, media center supplies and consumable classroom supplies

Eleventh Grade **\$95.00**
ID, school planner, bus trips, media center supplies and consumable classroom supplies

Twelfth Grade **\$80.00**
ID, school planner, bus trips, media center supplies and consumable classroom supplies

Additional / Optional Fees:

Summer Credit Retrieval	\$0.00
Student Parking Pass	\$50.00
Painted Parking Spot Fee	\$25.00

Additional fees may apply for other materials/events including, but not limited to:

Field Trips	Summer School
Lost Books	Summer Sports Camps
Media Center Fines	Sporting Event Admission
Book Rebinding Fees	Musical/Play Admission
Advance Placement Testing	School Dances
Washington D.C. Trip	Prom/Homecoming Tickets
Yearbook	Spirit Packs
Memory Book	Band Camp

Elementary

Full-Day Kindergarten **\$40.00**
Consumer supplies (such as paper), items for projects, subscriptions (magazines), assemblies, art and science supplies

First Grade **\$25.00**
Consumable supplies (such as paper), items for projects, subscriptions (magazines), assemblies, art and science supplies

Second Grade **\$25.00**
Consumable supplies (such as paper), items for projects, subscriptions (magazines), assemblies, art and science supplies

Third Grade **\$30.00**
 Consumable supplies (such as paper), items for projects, subscriptions (magazines), assemblies, art and science supplies

Fourth Grade **\$30.00**
 Consumable supplies (such as paper), items for projects, subscriptions (magazines), assemblies, art and science supplies, recorders for music

Fifth Grade **\$35.00**
 Consumable supplies (such as paper), items for projects, subscriptions (magazines), assemblies, art and science supplies, assignment and vocabulary books

Sixth Grade **\$35.00**
 Consumable supplies (such as paper), items for projects, subscriptions (magazines), assemblies, art and science supplies, assignment and vocabulary books

y) Approval of School Meal Prices - 2022-2023 School Year*

It is recommended that the Board approve the following school meal prices for the 2022-2023 school year:

	<u>REGULAR</u> <u>LUNCH</u> 2022-23	<u>SUPER</u> <u>LUNCH</u> 2022-23	<u>SUPER</u> <u>DELUXE</u> <u>LUNCH</u> 2022-23	<u>BREAKFAST</u> 2022-23
Elementary	\$2.75	N/A	N/A	\$1.75
Secondary	\$3.00	\$3.50	N/A	\$1.75
Milk	\$0.60			

Meal pricing for students is the same as pre-pandemic.

z) Acceptance of Donations*

It is recommended that the Board accept the following donations:

A \$504.00 cash donation for a Museum Tickets Grant to the Finneytown Secondary Campus from the Secondary PTA on April 7, 2022.

A \$100.00 cash donation from an anonymous source for the Finneytown Local School District social work fund on April 18, 2022.

A \$6,000.00 cash donation for band camp scholarships from the Finneytown Music Parents Association on April 11, 2022.

A \$21,937.50 cash donation for one-half of the cost of new marching band uniforms from the Finneytown Music Parents Association on April 18, 2022.

A trumpet valued at \$300.00 to the Finneytown music department from Bruce Haag, 618 Vincennes Ct, Cincinnati, OH, 45231 on April 21, 2022.

Twelve (12) new Osram Sylvania replacement light bulbs valued at \$211.56 for the William R. Swartzel Performing Arts Center from Vineyard Finneytown Community Church on March 29, 2022.

Five (5) four-top booths, three (3) two-top booths and four (4) two-person tables valued at \$6,000.00 from the Subway Restaurant in Finneytown at Winton and Galbraith Rds. to the Finneytown Local School District on May 5, 2022.

A \$1,000.00 cash donation to the Finneytown Athletic Department from the Finneytown Athletic Association on May 11, 2022.

12. Approval of Memorandum of Understanding – Staff Recognition Day

MEMORANDUM OF UNDERSTANDING REGARDING STAFF RECOGNITION DAY

FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND FINNEYTOWN ASSOCIATION OF SUPPORT PERSONNEL

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, 2019 through June 30, 2022 (the "Agreement"); and

WHEREAS, in the course of negotiations for a successor agreement, the parties mutually agreed upon payment for covered bargaining unit members for their attendance at the 2022 Staff Recognition Day which is to occur on May 31, 2022; and

WHEREAS, the parties wish to outline the terms in which staff members will be compensated for their attendance at the 2022 Staff Recognition Day;

NOW THEREFORE, the parties agree as follows:

1. Covered bargaining unit members will be paid for time in attendance at the 2022 Staff Recognition Day.

2. The parties understand that this payment for attendance at the Staff Recognition Day is not an extension of contract days for bargaining unit members whom contracts expire prior to May 30, 2022.
3. Covered bargaining unit members whom contracts expire prior to May 30, 2022 will not receive holiday pay for Memorial Day even if they attend the Staff Recognition Day on May 31, 2022.
4. Bargaining unit members shall also be eligible for extra work (i.e. moving duties) on, and after May 31, 2022, which shall be subject to the same holiday pay exclusions as set forth herein.
5. To the extent this MOU conflicts with Ohio Revised Code Section 3319.087, the provisions of this MOU shall supersede and replace Revised Code 3319.087.
6. The Parties affirm and agree that this MOU shall prevail over any contrary provision in the Agreement.
7. This MOU constitutes the entire agreement between the Board and the Association regarding the issues outlined herein.
8. 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.

13. Approval of Negotiated Master Contract and Memoranda of Understanding - Finneytown Education Association

It is recommended that the Board approve the Negotiated Master Contract between Finneytown Local School District and Finneytown Education Association, effective August 1, 2022 through July 31, 2025, including the following memoranda of understanding:

**MEMORANDUM OF UNDERSTANDING
REGARDING OHIO EVALUATION SYSTEMS**

FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND
FINNEYTOWN EDUCATION ASSOCIATION

This Memorandum of Understanding is entered into by the **FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **FINNEYTOWN EDUCATION ASSOCIATION** ("Association").

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from August 1, 2022 through July 31, 2025;

WHEREAS, the Board of Education is responsible for a standards-based teacher evaluation policy and school counselor evaluation policy which conforms to the framework for evaluation of teachers and counselors as approved by the State Board of Education;

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES") and the Ohio School Counselor Evaluation System ("OSCES") during the 2022- 25 school years;

NOW, THEREFORE, BE IT AGREED upon by the Board and the Association as follows:

1. For the 2022-25 school years, the Board and the Association agree to implement OTES and OSCES in place of the current Collective Bargaining Agreement Evaluation System (Article 3.10) for all members who meet the definition of "teacher" or "counselor" in Ohio Revised Code sections 3319.111 and 3319.113, respectively.
2. Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by the Association and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy. This committee shall be comprised of an equal number of Administrators, appointed by the Superintendent, and members, appointed by the Association President.
3. Prior to making any changes or modifications to any of the attached documents (Board Policy, Teacher and Counselor Evaluation Handbook and Timeline), the Board shall notify the Association President at least two (2) weeks in advance of any contemplated change and convene the Evaluation Policy Consultation committee for the purposes of discussing the changes and collaborating to resolve any conflicts.
4. If consensus is not reached, and the outlying issues materially affect terms and conditions of employment, the Board will have a bargaining obligation over those areas that are in disagreement before implementation. The Association may exercise any and all rights in accordance with the Collective Bargaining Agreement and with Ohio Revised Code Chapter 4117.
5. Schedule for Evaluation

All teachers shall receive one formal written evaluation each school year except as follows:

Teachers who received a final summative educator effectiveness rating of "Accomplished" or "Skilled" on their most recent evaluation.

Teachers who receive a final summative educator effectiveness rating of "Accomplished" on their most recent evaluation may be evaluated every three years as long as the teacher's student academic growth measure the most recent school year which data is available is average or higher.

Teachers who receive a final summative educator effectiveness rating of "Skilled" on their most recent evaluation may be evaluated every two years as long as the teacher's student academic growth measured for the most recent school year for which data is available is average or higher.

In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of "Accomplished" or "Skilled", the credentialed evaluator shall conduct a minimum of a walk through and hold one post conference with the teacher. A teacher who does not receive a full evaluation under this section must still complete a growth plan.

A teacher who is on leave for 50% or more of the school year will not be evaluated.

A teacher who is retiring at the end of the school year will not be evaluated as long as the teacher has submitted and the Board of Education accepts a notice of retirement on or before December 1 of the school year.

Notwithstanding any of the exceptions listed above, all teachers shall be evaluated in any year in which their contract is up for renewal or nonrenewal, or in which the teacher shall become eligible for a continuing contract.

The evaluation shall be conducted and completed no later than the first day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of May, unless the teacher is being recommended for non-renewal. In that case, the teacher shall receive a written report of the results of the evaluation by May 1.

6. Only personnel on administrative contracts with proper certification and credentialing from the Ohio Department of Education shall evaluate bargaining unit members. However, those credentialed evaluators serving in a dual administrator/teaching role shall be permitted to conduct only walkthroughs on bargaining unit members.

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

**FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND
FINNEYTOWN EDUCATION ASSOCIATION**

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 Education Association (the "Association") (collectively, the "Parties").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement for the period of August 1, 2022 through July 31, 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 Teacher'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 Teacher who 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 Teacher who 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) Teacher who 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) Teacher who 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.

14. Approval of Negotiated Master Contract and Memoranda of Understanding - Finneytown Association of Support Personnel

It is recommended that the Board approve the Negotiated Master Contract between Finneytown Local School District and Finneytown Association of Support Personnel, effective July 1, 2022 through June 30, 2025, including the following memoranda of understanding:

MEMORANDUM OF UNDERSTANDING REGARDING CERTAIN MEMBER WORK WEEK

FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND
FINNEYTOWN ASSOCIATION OF SUPPORT PERSONNEL

WHEREAS, the Finneytown Local School District Board of Education (hereinafter the "Board") and the Finneytown Association of Support Personnel (hereinafter the "Association") are parties to a Master Contract Agreement which is in effect from July 1, 2022 through June 30, 2025; and

WHEREAS, in accordance with the agreement reached between the parties, a Memorandum of Understanding is to be drafted regarding the one (1) Education Support Personnel whose hours will be changed from 30 hours per week to 29 hours per week;

NOW, THEREFORE, BE IT AGREED, by the Board and the Association as follows:

1. The one (1) Education Support Personnel - Helen Weirich - will be assigned to work 29 hours per week starting at the beginning of the 2022-2023 school year.

2. The Education Support Personnel named above will be paid a Stipend equivalent to the wages lost as a result of working one less hour per week. The stipend will be paid out over 12 months.

This stipend will continue as long as the named employees remain employed by the Finneytown Local School District in an active status. The MOU becomes null and void for any named employee who either returns to 30 or more hours per week or voluntarily reduces their weekly hours below 29 hours per week. An increase in hours must be approved by the Superintendent.

3. Each year, the stipend will increase as the named employees' respective salaries increase.

4. The parties will meet at the end of each school year to determine whether changes in any State or Federal law could require changes to, or the cessation of, the Agreement.

5. This MOU applies only to the one named individual. It sets no precedent nor past practice and it does not apply to future hires. Nothing herein is intended to prohibit the Board of Education from exercising any rights it may have in the collective bargaining agreement with FASP.

6. The named employee knowingly enters into this Agreement and holds the Board harmless for its decision to reduce the employees' hours and the consequences thereof.

MEMORANDUM OF UNDERSTANDING REGARDING SUPPLEMENTAL POSITIONS

FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND
FINNEYTOWN ASSOCIATION OF SUPPORT PERSONNEL

WHEREAS, the Finneytown Local School District Board of Education (hereinafter the "Board") and the Finneytown Association of Support Personnel (hereinafter the "Association") are parties to a Master Contract Agreement which is in effect from July 1, 2020 through June 30, 2025; and

WHEREAS, in accordance with the agreement reached between the parties, a Memorandum of Understanding is to be drafted regarding the availability of supplemental positions in the Finneytown Local School District to the Association;

NOW, THEREFORE, BE IT AGREED, by the Board and the Association as follows:

1. Per R.C. Section 3313.53(D)(1), licensed teachers in the Finneytown Local School District are offered supplemental positions by the Board first. Per this agreement, all members of the Association's bargaining unit may apply for any open supplemental positions remaining after those positions have been offered to licensed teachers. These

positions are attached to and incorporated into this Memorandum. It is understood between the parties that new positions may be created or eliminated depending on the need of the school district from year to year.

2. Per R.C. Section 3313.53(D)(2:) and Section 4120.08 - EMPLOYMENT OF PERSONNEL FOR COCURRICULAR/EXTRA-CURRICULAR ACTIVITIES of the Finneytown Local School District Bylaws and Policies, "The Board may renew the contract of any non-licensed individual, currently employed by the Board for one or more years, without first offering the position held by that individual to employees of the District who are licensed individuals or advertising the position as available to any qualified licensed individuals who are not currently employed by the Board unless otherwise prohibited by a collective bargaining agreement."

3. Both parties agree that all listed positions are defined as "nominal" and shall be treated as with such a designation.

MEMORANDUM OF UNDERSTANDING REGARDING STIPENDS VIA ESSER FUNDS

FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND FINNEYTOWN ASSOCIATION OF SUPPORT PERSONNEL

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.
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 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.

15. Adoption of Resolution – Expressing Opposition to Ohio HB 616

WHEREAS, Ohio House Bill 616 (134th General Assembly) has been introduced to amend sections 3313.21, 3314.03 and 3326.11 and to enact section 3313.6029 of the Ohio Revised Code regarding the promotion and teaching of divisive or inherently racist concepts in public schools; and

WHEREAS, the provisions in this bill run contrary to our school district's Mission, Vision, and Core Beliefs; and

WHEREAS, as written, this legislation would allow a body consisting of a population dissimilar to that of the Finneytown Local School District to determine what is controversial or divisive and would threaten the funding of any district that operates counter to that determination; and

WHEREAS, Finneytown Local School District is proudly one of the most diverse school districts in the State of Ohio; and

WHEREAS, Finneytown Local School District recognizes that teaching controversial subjects benefits students and is a way to improve students' critical thinking skills; and

WHEREAS, Finneytown Local School District currently has a policy in place (2240) that allows parents to request that their children not be taught controversial topics if they have a religious or strong values-based objection to the material; and

WHEREAS, Critical Race Theory is a Master's Level Social Studies or upper-level Law School course and is not taught in Finneytown Local School District;

NOW THEREFORE BE IT RESOLVED that the Finneytown Local School District Board of Education does hereby express its opposition to this legislation, HB 616.

BE IT FURTHER RESOLVED that the Finneytown Local School District be directed to broadcast this resolution upon the minutes of the Board of Education and that copies of the resolution be forwarded to members of the Ohio House of Representatives and the Ohio Senate.

16. Review of Assignments

17. Announcements

The next regular meeting of the Finneytown Board of Education will take place on Monday, June 20, 2022 at 6:30pm in the Media Center of the Finneytown Secondary Campus, 8916 Fontainebleau Terrace, Cincinnati, OH 45231. Open forum will begin at 6:00pm.

18. Adjournment