

**FINNEYTOWN LOCAL SCHOOL DISTRICT**  
**Special Meeting**  
**Secondary Campus Media Center**  
**8916 Fontainebleau Terrace**  
**Cincinnati, OH 45231**  
**May 23, 2023**  
**5:15pm**

*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. Dispense with the Opening Ceremony and Approval of the Minutes from May 15, 2023.**

**12. Settlement Agreement - Salary Schedule Placement**

It is recommended that the Board approve the following settlement agreement:

This Agreement is among the Finneytown Education Association OEA/NEA (the "Association"), Brad Delaney, Tamara Beilke, Britany Utley, Shannon Backer, Heather Burkhardt, Jacynda Barton, Meredith Cottrell, Samantha Hauck, Marina Deters, Rachel Gosdin, and Michael Grote ("Teachers"), and the Finneytown Local School District Board of Education ("the Board").

**WHEREAS**, the Board and the Association are parties to a series of collective bargaining agreements ("CBA"), with the applicable agreement having effective dates of August 1, 2022 through July 31, 2025; and

**WHEREAS**, the Association, on behalf of the Teachers, has asserted claims contesting the step placement of the Teachers upon their hire by the Board as lateral candidates with prior work experience;

**WHEREAS**, the Board, the Association, and the Teachers have formulated a resolution to this dispute, the terms of which are memorialized in this Settlement Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all, it is agreed between and among the Parties as follows:

1. Teachers shall be placed on the step as outlined in the addendum to this agreement;

2. Teachers shall be awarded full back pay from the start of the 2022-2023 school year. This back pay amount shall be calculated by the difference in pay between the Teacher's actual step placement and the step they should have been placed for the 2022-2023 school year<sup>1</sup>;
3. Teachers shall be paid seventy-five percent (75%) of the total back pay they could have received for 2021-2022 school year. For example, a teacher identified in this agreement, who was employed with the Board during the 2021-2022 school year, and misplaced on the salary schedule, shall receive 75% of the difference in pay between their actual step placement and the step they should have been placed for the 2021-2022 school year<sup>2</sup>;
4. Moving forward, lateral teachers shall be placed on the Association salary schedule with their corresponding years of experience up to five years of experience. For example, a teacher with one year of experience shall be placed at Step 2. The Board may continue to exercise its discretion in awarding out of state service credit for teachers hired in the future;
5. The Association asserts that this agreement is limited to those employees employed by the Board on February 23, 2023, except Jacynda Barton;
6. The Board agrees to remit all necessary employer contributions and interest to the State Teachers Retirement System of Ohio ("STRS") for this retroactive payment of compensation as defined in Section 3307.01(L)(1)(b) of the Ohio Revised Code. The Board shall withhold and remit the statutory teacher contributions to STRS per O.R.C. Section 3307.26. All payments shall also be subject to all applicable wage and tax withholdings.
7. The parties agree this Agreement shall not be construed to confer any right or eligibility for retroactive compensation to any other member of the bargaining unit and it shall not be the basis of any argument of past practice for any other situation. Further, the parties agree that this Agreement does not negate or in any way reduce the duty of bargaining unit members to examine their placement on the salary schedules, their annual salary notices, and their duty to promptly notify the Board of any discrepancies on notices or compensation, including any underpayment or overpayment of any type.
8. The parties acknowledge that this Agreement represents the full understanding of the parties regarding resolution of all issues raised by the Salary Schedule Placement Discrepancy and there are no other agreements related to resolution of the Salary Schedule Placement Discrepancy not contained in this Agreement. The parties agree not to challenge this Agreement or its terms in any forum whatsoever, including formal grievance.

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<sup>1</sup> The amount is identified in the addendum to this agreement.

<sup>2</sup> The amount is identified in the addendum to this agreement.

9. The Teachers and the Association agree that this Agreement fully and finally resolves the issue regarding salary schedule placement for all current and former members of the Association, and by execution of this Agreement, the Association shall not assert any further claims related to the salary schedule placement of lateral teachers as of the date of execution of this Agreement, known or unknown at this time. Teachers and the Association waive any and all claims to any further back wages or additional compensation from the Board and any other grievance, or legal action that they may have, whether known or unknown, as of the date they execute this Agreement.
10. Both parties agree that no grievance or other legal action can be asserted which is the subject of this agreement, except that this Agreement may be enforced through the grievance and arbitration procedure in Section 3.02 of the CBA; and
11. The parties acknowledge that they have consulted with appropriate advisors before signing this document and that the signing of this Agreement is voluntary and is done with full knowledge and understanding of the contents of this Agreement and its binding effect.

Teachers and the duly authorized representatives of the Association and the Board have executed this Agreement on the date by each name. This Agreement shall be effective on the last day signed below.

## **7. Adjournment**