

**FINNEYTOWN LOCAL SCHOOL DISTRICT**  
**Regular Meeting, June 20, 2023**  
**Finneytown Secondary Campus PAC 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 May 15, 2023, the Special Meeting of May 23, 2023 and the Special Meeting of May 26, 2023**

**5. Administrative Report**

- **Restore Practices Documentary**
- **Annual Bullying and Harassment Report**

**6. Public Address**

**7. Board Coordination Matters**

- **Board Members**
- **Acceptance of Board Committee Reports**

**8. Financial Matters**

**8.1 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 May 31, 2022\***

U.S. Bank	0.1495%	\$ 318,591.95
U.S. Bank (construction fund)	0.5500%	\$ 3,693,055.22
STAR Ohio	5.2000%	\$ 21,208,150.41
STAR Ohio (construction #2)	5.2000%	\$ 3,113,008.27
STAR Ohio (construction #1)	5.2000%	\$ 1,203,784.45

**c) Interest Earned on Depository and Investment Accounts as of May 31, 2022\***

General Fund	\$95,565.03
Construction Fund	\$28,582.03

**d) Monthly Bond Project Spending and Commitment Report\***

**e) Approval of Payment - FY23\***

It is recommended the Board approve payment of the following invoice(s) representing purchases that were made prior to the issuance of a valid purchase order of the district:

<b>DATE</b>	<b>VENDOR</b>	<b>AMOUNT</b>
5/31/23	Edmentum	\$8,250.00
(60 seats for Apex Learning Courses; unlimited enrollment subscription June 5, 2023 – June 5, 2024)		

**f) Approval of Five Year Forecast\***

It is recommended that the Board approve the Five Year Forecast.

**g) Approval of Transfer\* - General Fund to the Capital Projects Fund FY23**

It is recommended that the Finneytown Board of Education approve the following transfer made from the General Fund (001) into the Capital Projects Fund (070) for the purpose of accumulating resources for the acquisition, construction and improvement of fixed assets in accordance with Ohio Revised Code Section 5705.13(c).

001-7200-910	General Fund	NTE (\$1,500,000.00)
070-5100-9023	Capital Projects Fund	NTE (\$1,500,000.00)

The Capital Projects Fund transfer represents district support for heretofore unfunded masterplan renovation and new construction projects designed to complement funded portions of the district's facilities master plan out of current year general fund operating surplus dollars. The anticipated 10-year costs are \$5,500,000.00.

**h) Approval of Advances Back to the General Fund\* – FY23**

It is recommended that the Board approve the following advances back to the General Fund:

001-5220	General Fund	NTE \$98,327.58
507-7420-922-9023	ARP ESSER	NTE (\$73,764.77)
507-7420-922-9032	ESSER II	NTE (\$24,562.81)

This transaction returns cash temporarily advanced to another fund back to the fund of origination.

**i) Approval of the Amended Official Certificate of Estimated Resources\***

It is recommended that the Board approve adjustments to the Amended Official Certificate of Estimated Resources through June 30, 2023 to meet statutory requirements.

**j) Approval of Permanent Appropriations Adjustments for the 2022-23 School Year\***

It is recommended that the Board approve the Permanent Appropriation adjustments through June 30, 2023 to meet statutory requirements.

**k) Approval of Year End Adjustments for the 2022-23 School Year\***

It is recommended that the Board authorize the Treasurer to utilize the USAS system program that adjusts FYTD Balance Receivable (Revenue) or FYTD Unencumbered Balance (Budget) accounts to zero so that the budgeted amounts are exactly equal to the actual revenues/expenditures plus current encumbrances at 2023 fiscal year end as needed. Changes made to the accounts will be recorded in the USAS AUDITS file.

**l) Adoption of Resolution – Temporary Appropriations FY24\***

It is recommended that the Board approve the following resolution:

BE IT RESOLVED, by the Finneytown Local School District Board of Education to adopt a Temporary Budget for the 2024 fiscal year, not to exceed one-fourth of the 2023 Budget for each fund, effective July 1, 2023 and to extend for a period not to exceed three months, by which time a Permanent Appropriations measure must be adopted.

**8.2 Resolution Requesting the County Auditor to Make Advance Payments of Taxes Pursuant to Ohio Revised Code §321.34**

It is recommended that the Board approve the following resolution:

WHEREAS, the Ohio Revised Code allows a taxing authority to request payment from the County Auditor funds derived from taxes or other sources to the County Treasurer, which may be held on account of a local subdivision;

Therefore, be it resolved by the Finneytown Local School District, Ohio:

**Section 1.** That the Auditor and the Treasurer of Hamilton County in accordance with Ohio Revised Code Section 321.34, be requested to draw and pay to the Finneytown Local School District Board of Education upon the written request of David Oliverio, Treasurer, to the County Auditor, funds due in any settlement of collection year 2023 derived from taxes or other sources, payable to the County Treasurer, to the account of the Finneytown Local School District, and lawfully applicable for the purposes of the 2024 fiscal year.

The County Auditor is further requested to determine and separately identify that portion of the total amount requested which is payable to the general fund, bond

retirement fund (by authorizing bond issue), permanent improvement fund and classroom facilities maintenance fund on the payment advice.

**Section 2.** That the Treasurer of the Finneytown Local School District shall forward to the County Auditor a certified copy of this Resolution.

## **9. Superintendent's Recommendations**

### **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) Acknowledgement of Resignations\***

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

<b>Peter Fisher</b>	Intervention Specialist effective June 12, 2023	(personal)
<b>Joanna Kelly</b>	Teacher effective June 12, 2023	(personal)
<b>Samantha Hauck</b>	Teacher effective June 12, 2023	(personal)
<b>Kristen Gerard</b>	Special Education Assistant effective June 12, 2023	(personal)

#### **b) Approval of Contract – One Year Limited Classified\***

It is recommended that the Board approve a one year limited contract for the following classified staff members, effective August 17, 2023 through May 31, 2024:

<b>Misty Alcorn</b>	Regular Education Assistant
<b>Angela Woerner</b>	Regular Education Assistant
<b>Leslie Grevas</b>	Special Education Assistant

**c) Approval of Contract – One Year Retired/Rehired Classified\***

It is recommended that the Board approve a one year limited contract for the following retired/rehired classified staff member, effective July 1, 2023 through June 30, 2024:

**Randy Hajer** Maintenance

**d) Approval of Contracts – One Year Limited Certified\***

It is recommended that the Board approve one year limited contracts for the following new certified staff members, effective August 17, 2023 through May 31, 2024:

<b>Olivia Bause</b>	2 <sup>nd</sup> Grade teacher
<b>Macy Bruner</b>	ELA Teacher
<b>Sarah Diaz</b>	Intervention Specialist
<b>Jeannette Jinkinson</b>	5 <sup>th</sup> Grade Teacher
<b>Ben Johnston</b>	Intervention Specialist
<b>William Seger</b>	Social Studies Teacher
<b>Jeremiah Veiga</b>	ELA Teacher
<b>Lintonia Wyche</b>	Intervention Specialist

**e) Acknowledgement of Reassignments\***

It is recommended that the Board acknowledge the following certified staff reassignment, effective August 1, 2023:

<b>Meredith Cottrell</b>	Classroom Teacher 2 <sup>nd</sup> Grade
<b>Carrie Hamsher</b>	Classroom Teacher 3 <sup>rd</sup> Grade
<b>Shelly Westerfield</b>	EL Teacher

**f) Approve the Settlement and Release Agreement - Darla Fiedeldey**

It is recommended that the Board approve the settlement and release agreement with Darla Fiedeldey.

**g) Approval of Payment – Certified Staff Members\***

Its recommend that the board approve payment to the following certified staff members who will perform duties outside of the regular work schedule, effective August 1, 2022 through July 31, 2023:

<b>Patti Ferris</b>	Student Services Records Consolidation	\$22.00/hr.
<b>Beth Noble</b>	Student Services Records Consolidation	\$22.00/hr.

#### **h) Approval of Contracts – Supplemental 2021-2022\***

It is recommended that the Board approve the following supplemental contracts, effective August 1, 2022 through June 30, 2023:

<b>Thomas Budday</b>	Department Chair Eng. Teacher	\$1,688.00
<b>Jillian Haley</b>	JV Softball Coach	\$1,656.00
<b>Robert Ward</b>	Assistant Varsity Softball Coach	\$1,656.00

#### **i) Approval of Payment – Certified Staff Member\***

It is recommended that the Board approve payment to **Whitney Walker**, who will perform Proctor Testing, effective June 23, 2023 through June 27, 2023. Payment will be based on the hourly supplemental rate.

#### **j) Approval of Overnight, Out of State Student Trip\***

It is recommended that the Board approve the following overnight, out of state student trip:

##### **Bands of America Grand National Championships**

Destination: Indianapolis, Indiana

Depart: November 9, 2023

Return: November 10, 2023

Transportation: District Transportation Department

Supervision: Music Department Staff Members

Anticipated Cost per Student: \$12.00

#### **k) Acceptance of Donations\***

It is recommended that the Board accept the following donations:

A cash donation of \$175.00 to the Finneytown High School Poetry Club from Finneytown Secondary PTA on May 11, 2023.

A cash donation of \$350.00 to the Finneytown Elementary Physical Education Department from the Cincinnati Reds Community Fund, Great American Ball Park, 100 Joe Nuxhall Way, Cincinnati , OH 45202-4109 on May 19, 2023.

**I) Adoption of Resolution – Intent Not to Provide Career-Technical Education for Students in Grades 7 and 8\***

The Board adopted the following resolution:

**RESOLUTION OF INTENT NOT TO PROVIDE  
CAREER-TECHNICAL EDUCATION IN GRADES 7 AND 8**

**WHEREAS**, effective, September 17, 2014, Am.Sub. H.B. No.87 amends R.C. 3313.90 regarding the provision of career-technical education to students; and

**WHEREAS**, effective September 17, 2014, R.C. 3313.90 requires school districts to provide career-technical education to students enrolled in grades seven through twelve; and

**WHEREAS**, R.C. 3313.90 also provides that the requirement to provide career-technical education to students enrolled in grades seven and eight can be waived for a particular school year if the school district’s board of education adopts a resolution that specifies the district’s intent not to provide career-technical education to students enrolled in grades seven and eight for a particular school year and submits that resolution to the Ohio Department of Education by the thirtieth day of September of that school year.

**NOW, THEREFORE, BE IT RESOLVED** that, while the Board of Education recognizes the importance of providing adequate training for students to enter their selected occupations, the Board hereby adopts this resolution notifying the Ohio Department of Education of its intent not to offer career-technical education for students enrolled in grades seven and eight during the 2023-2024 school year.

**BE IT FURTHER RESOLVED** that the Finneytown Board of Education respectfully requests that the Ohio Department of Education issue the waiver required by Ohio Revised Code Section 3313.90.

**BE IT FURTHER RESOLVED** that the Board directs the Superintendent to submit a copy of this resolution to the Ohio Department of Education by September 30, 2023.



**10. Approval of Memorandum of Understanding - HealthCare Connection\***

It is recommended that the Board approve the following Memorandum of Understanding:

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE FINNEYTOWN SCHOOL DISTRICT AND THE HEALTHCARE  
CONNECTION. INC.**

This Memorandum of Understanding (MOU) is made and entered into this 20<sup>th</sup> day of June, 2023 by and between Finneytown School District, hereinafter "District", and The HealthCare Connection, Inc., an Ohio non-profit corporation, hereinafter "Medical Provider" to formalize our agreement regarding the implementation and operation of school-linked health services including telehealth services, dental screenings and sealants, and sessions for sports/job physicals and immunizations on District's property and offsite health services at Medical Provider's Health Centers. The parties hereby agree to collaborate on the implementation and operation of a school-linked health services program with the Finneytown School District located at 8916 Fontainebleu Terrace, Cincinnati, OH 45231 for all students of the district.

**Responsibilities of the Parties**

District and Medical Provider understand that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time, either party is unable to perform their functions under this MOU consistent with such party's statutory and regulatory mandates, the affected party shall immediately

provide written notice to the other party seeking a mutually agreed upon resolution or the Agreement shall be terminated in accordance with the Termination provisions set forth below.

***The District shall:***

1. Provide space to be occupied by the Medical Provider rent-free for purposes of telehealth onsite services, and additional space for dental or vision services when onsite. The space will have at a minimum a hand-washing sink, designated workspace for staff, and a unisex bathroom in close proximity. The space will also be electrical, phone and internet ready for portable dental chair and telehealth equipment.
2. Designate a liaison between school personnel and Medical Provider personnel in planning and problem solving around issues concerning school-linked services.
3. Designate the school nurse, the school psychologist, social worker, and other applicable staff to participate in the development and implementation of joint protocols, policies, and procedures that ensure continuity, quality and confidentiality of school nursing, school mental health, and Medical Provider's services.
4. At the time of annual school registration and throughout the year as new students register, obtain consent from the interested parents or legal guardians of students under the age of 18 years enrolled in the District Elementary, Middle and High Schools. The wording of the consent form(s) will be agreed upon in advance by the District and Medical Provider.

***The Medical Provider shall:***

1. Furnish equipment and supply the onsite space as required to ensure quality and confidentiality of school-linked health services.
2. Arrange for hazardous/biological waste disposal in compliance with Federal and State laws.

3. Manage the operation of all services provided onsite by any and all sub-contractors.
4. Oversee contracts and performance expectations of sub-contracting organizations.
5. Provide the following health services to eligible students:
  - a. Onsite
    - i. Preventative dental care including dental assessment, basic cleaning and sealants.
    - ii. Telehealth services with Medical Provider including acute and chronic care treatment and management.
    - iii. Sports and work physicals as needed and scheduled by session.
    - iv. Optical/Vision services via portal program (coming soon)
  - b. Offsite
    - i. Dental treatments including assessments, cleaning, sealants, fillings, and extractions.
    - ii. Acute and chronic care treatment and management
    - iii. Preventative care such as Well Child-Adolescent exams and sport/work physicals
    - iv. Vaccinations
    - v. Eligibility assistance
6. Onsite services will be provided during the District's school year. Medical Provider will provide telehealth services 5 days per week. During District holidays and calamity days, Medical Provider will have services at their offsite locations available.
7. Services will include after-hours telephone coverage but not treatment of complex medical or any medical procedure that cannot be performed by an advanced practice nurse or physician assistant under State law or that requires facilities beyond those available in the SBHC. No health services shall be provided to a student under the age of 18 years by the Medical Provider or sub-contracting organization without the prior written consent of his or her parent or legal guardian, considering the Ohio Revised Code's minor consent laws. However, in a life or health threatening emergency, employees of the Medical Provider may

- provide life support services without written or oral parent or guardian consent.
8. Ensure that providers employed by the Medical Provider and providing services are operating within their scope of practice as defined by State law.
  9. Ensure compliance with all applicable Federal and State regulations regarding medical facilities and medical practice including those of the Occupational Health and Safety Administration (OHSA) and the Clinical Laboratory Improvement Amendments (CLIA) administered by the Centers for Medicare and Medicaid Services, and the Ohio Board of Pharmacy if applicable.
  10. Designate one individual who will represent Medical Provider in its relationship with District under this MOU and will serve as the primary liaison to District to coordinate the exchange of information between the parties.
  11. Ensure that employees and contractors treat all individuals in a nondiscriminatory manner, regardless of race, ethnicity, religion, national origin, citizenship, age, sex, sexual orientation, preexisting medical condition, physical or mental handicap, source of payment, economic status, or ability to pay for services provided.
  12. Assume responsibility for funding school-linked health operations and serve as the fiscal agent for public and private grants and contracts. Develop an annual budget for school-linked health operations. The annual budget will include all anticipated sources of revenue including grants, contracts, and donations, reimbursement for services collected from insurance carriers, and the value of in-kind support from District, as well as all anticipated expenses. Medical Provider will manage its budget and finances for the best interests of all parties.
  13. Medical Provider will also provide financial statements upon the reasonable notice and request of the District.
  14. Maintain appropriate records and strict accountability for all funds provided to or by Medical Provider for implementation and operation of the school-linked services.
  15. Notify and seek prior approval from the District when planning to use a subcontractor or subcontractors to provide services to students utilizing the school-linked services.

### **Billing and Collection**

1. Students receiving services shall be charged the usual and customary fee for said services by the Medical Provider. However, no eligible student shall be denied services due to an inability to pay. A sliding fee schedule will be implemented by the Medical Provider based on the ability of a student or his or her family to pay.
2. It is expressly understood by and between all parties that the District shall, in no event, be liable for any charges for services rendered to its students by the  
  
Medical Provider, regardless of whether or not payment is made by student or student's parents.
3. The Medical Provider will manage the submission of claims to the appropriate insurance carrier, i.e., Medicaid, and private insurers. Reimbursements collected either through copays or reimbursement by insurance shall be credited to the school health account.

### **Medical and School Records**

1. The District shall keep all school records and the Medical Provider shall keep all medical records according to applicable Federal and State, laws, rules and regulations guarding the privacy and confidentiality of student/patient information.
2. All medical records created by the Medical Provider shall remain the property of the Medical Provider.
3. The ownership and right to control of all medical records, test results and supporting documents prepared in connection with the delivery of school health services will vest exclusively in Medical Provider.
4. Medical Provider agrees that copies of such medical records will be released to a patient, parent, or legal guardian, as applicable, pursuant to a valid consent or to a third-party as provided by applicable Federal or State law.
5. The parties expressly agree that such medical records will not be released to District nor will District have access to any of the contents of such medical records and such medical records will not be considered "educational records" as such term is defined in the Family Education Rights and Privacy Act of 1974. This section will

survive termination of this MOU.

### **Liability**

1. Medical Provider, at its sole expense, will secure prior to the provision of school health services, and will maintain during the term of this MOU: (i) commercial general liability insurance covering itself, its respective employees, contractors and agents, with limits of at least \$1 million in single and \$3 million in aggregate; and (ii) appropriate workers' compensation insurance as required by Ohio law; and (iii) appropriate levels of professional liability insurance which covers the provision of the medical services furnished by the Medical Provider's school health employees. Medical Provider will also ensure that sub- contractors and employees of subcontractors are likewise covered for general liability, worker's compensation, and malpractice. If the District incurs any additional liability/medical malpractice insurance costs including, but not limited to, additional rider(s) and/or new policies because of the operation of the school-linked services on District Property, the Medical Provider will reimburse the District for the costs of such rider(s) and/or new policies. Medical Provider shall provide certificates of liability/insurance in the amounts and specifics delineated above on an annual basis to the District.
2. District will carry a liability insurance policy sufficient in amount and coverage, which will apply to any personal injury or loss that may occur within the school health space on the District's property.
3. Medical Provider will require its employees and the employees of all sub-contractors to undergo criminal background checks like that which District is legally obligated to perform on any new employee (i.e., FBI/BCII). Medical Provider shall not permit any employee or subcontractors' employee on District property who fails a criminal background check. Medical Provider agrees to honor any request by District to not use any individual to provide services onsite based on the results of the background check.

### **Confidentiality and Release of Personal Health Information**

Both Parties agree to abide by the current confidentiality and release of information provisions in respective Federal and State statutes including the Health Insurance Portability and Accountability Act (HIPAA), and the Family Educational Rights Privacy Act (FERPA).

1. Both Parties agree to use appropriate safeguards to prevent use or disclosure of personal health information consistent with HIPAA privacy rules and State regulations.
2. The District agrees not to use or routinely disclose students' health status information maintained in educational records in a manner that would violate the requirements of FERPA or Ohio laws regarding provision of confidential services to minors.
3. To the extent allowable and in accordance with each of the parties governing State and/or federal laws and regulations, Parties, therefore, agree to share client information necessary for provision of services and accountability. Both parties agree to share medical information as necessary to provide treatment and continuity of care.
4. Any information deemed confidential under State or federal law provided to or developed by any of the Parties in the performance of the duties described in this MOU shall be kept confidential and shall not be made available to any individual or organization without the approval of both Parties; however, the Parties shall make administrative, fiscal, program and participant records available as required by law for audit purposes to assist in the performance of State/federal responsibilities.

### **Program Evaluation**

The parties agree to design and annually execute an evaluation of school-linked services and processes, students' health status, and students' health needs. Both parties will identify, collect, analyze, and share data necessary to perform the agreed upon evaluation. Evaluation results will be used to improve the efficiency, effectiveness, utilization, and financing to increase students' access to primary care.

### **Amendment**

1. This MOU shall not be altered, changed, or amended except by instrument in writing executed by the Parties hereto.
2. Both parties shall review terms and conditions of the MOU during May of each year. Any Amendment desired by one party to the MOU will be proposed to the other party by April and will be negotiated and decided upon prior to the last day of the school year and will become effective and binding on the first day of the following school year.

### **Notice of Failure to Perform**

If any of the Parties to this MOU, are dissatisfied with the performance of any of the obligations imposed on the other Parties under the terms of this Memorandum, the dissatisfied Parties shall give written notice to the non-performing Parties of the duties which the dissatisfied parties believe have not been performed. The non-performing Party shall have 10 days in which to correct any failure to perform the duties so specified or to communicate with the dissatisfied Party to resolve any disagreement between the Parties.

### **Term and Termination**

The parties agree that:

1. The effective date of this MOU shall be June 20, 2023. The Term of this MOU shall be from June 20, 2023, through June 20, 2026. This MOU shall automatically renew for one (1) successive year terms unless either party gives written notice to the other party of their intent not to renew at least 30 days prior to the expiration of the current term or renewal term. This MOU may be terminated without cause by District or Medical Provider. The effective date of termination will be ninety (90) days after a party's written notice of desire to terminate is received by the other party, or upon a mutually agreed upon termination date.
2. Notwithstanding the above termination provision, if at any time any party is unable to perform its obligation under this MOU consistent with such party's



statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party and seek a mutually agreed upon resolution.

3. The notice of termination, and all other communication related to this MOU shall be mailed to the Parties in accordance with the "Notice" provision.

### **Scope of MOU**

1. This MOU incorporates all the contracts, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, contracts and understandings have been merged into this written MOU. No prior contract or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.
2. This MOU shall be binding on parties, their successors, and assigns.
3. The MOU reflects the entire understanding between the parties with respect to the subject matter hereof and supersedes all other prior oral or written Statements, understandings, or correspondence.

### **Subcontracting**

Parties may not subcontract any portion of this MOU without obtaining the prior written approval of the remaining Party.

### **Assignment**

Parties shall not assign or transfer any interest in this MOU or assign any claims for money due or to become due under this MOU without prior written approval from other Party.

### **Notice**

Any notice required to be given pursuant to the terms of this MOU shall be in writing and shall be hand-delivered or sent by certified mail to the addresses listed below. Either party to this MOU may change the address to which notice is to be submitted by notice delivered pursuant to this section.

For District:

Finneytown School District  
8916 Fontainebleu Terrace  
  
Cincinnati, OH 45231  
  
Attn. Superintendent

For Medical Provider:

The HealthCareConnection, Inc.  
  
1401 Steffen Avenue  
  
Cincinnati, OH 45215  
  
Attn: CEO

**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Understanding to be executed and effective as of the date written under the "Term and Termination" provision.

Medical Provider Representative

Dated: \_\_\_\_\_, 2023      BY: \_\_\_\_\_

Title: \_\_\_\_\_

District Representative

Dated: \_\_\_\_\_, 2023      BY: \_\_\_\_\_

Title: \_\_\_\_\_

## **11. Approval of Memorandum of Understanding – Paid Parental Leave\***

### MEMORANDUM OF UNDERSTANDING BETWEEN THE FINNEYTOWN EDUCATION ASSOCIATION AND THE FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

The Finneytown Local School District Board of Education (the "Board") and the Finneytown Education Association enter into this Memorandum of Understanding ("MOU") regarding paid parental leave. The parties agree as follows:

**WHEREAS**, the parties are currently subject to the terms of a collective bargaining agreement effective August 1, 2022-July 31, 2025 ("Collective Bargaining Agreement"); and

**WHEREAS**, the Board values time with loved ones and supports a work-life balance that allows employees to feel fulfilled and meet obligations, both professionally and personally. The Board desires to provide our employees with Paid Parental Leave ("PPL") following the birth, adoption, or placement of a child. The Board supports time with family and believe this time is important to heal, bond, and connect.

**NOW, THEREFORE**, by and between the Board and the Association that the following language, effective August 1, 2023, shall constitute their Agreement as it relates to this matter:

#### **Eligibility**

To be eligible for PPL, employees must be full-time or part-time, permanent employees. Temporary employees and interns are not eligible for this benefit. In addition, employees must be employed by Board for at least one year, and have regular work week exceeding twenty-four (24) hours over the twelve (12) months prior to the leave AND must meet one of the following Qualifying Family Events:

- Be the biological parent to and legal guardian of a newborn child; or
- The placement with the staff member of a child<sup>1</sup> for adoption or foster care.<sup>2</sup>

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<sup>1</sup> Adopted or foster placed child must be younger than compulsory school age for an employee to be eligible for a full allotment of PPL. In other words, if the child to be placed for adoption or foster care is older than compulsory school age, employee shall not be eligible for PPL. "Compulsory school age" shall be defined as in ORC 3321.01(A)(1) which states: "A child between six and eighteen years of age is "of compulsory school age"[.] A child under six years of age who has been enrolled in kindergarten also shall be considered "of compulsory school age" [.]"

## **Time Provided**

PPL will run concurrently with any time taken under the Family Medical Leave Act ("29 CFR Part 825").

Eligible full-time employees will receive a maximum of six weeks (30 business days) of PPL per Qualifying Family Event. Employees designated as part time shall receive PPL in the amount of hours of hours they work per week for six weeks per Qualifying Family Event.<sup>3</sup> Eligible full-time birth mothers, who deliver a child via a cesarean section, will receive a maximum of eight weeks (40 business days ) of PPL for the birth of the their newborn child. Eligible part-time birth mothers, who deliver a child via a cesarean section, shall receive PPL in the amount of hours of hours they work per week for eight weeks.

The birth, adoption or placement of multiple children does not increase the allotment of PPL. Employees are not eligible for more than one allotment of PPL in any rolling 12-month period.

Employees who have a child placed with them for adoption or foster care, and the child is older than compulsory school age, shall be eligible for one week of PPL (5 days for full-time employees) and the amount of hours worked per week for part-time employees.

PPL must be used within the three-month period following a Qualifying Family Event.

## **Request and Authorization Process**

To receive PPL, employees must provide 30 days' notice of their need to take PPL when the need is foreseeable and such notice is practicable. If PPL is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable. When the need for PPL is not foreseeable, the staff member must provide notice as soon as practicable under the facts and circumstances of the particular case.

Employees must complete the forms and provide documentation as required by the District to substantiate the request.

## **Pay and Benefits**

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<sup>2</sup> Employees shall not be eligible for PPL for the foster placement and adoption of child. Employee, shall be eligible for foster placement or adoption of child, whichever occurs first. Only one allotment of PPL is available per child.

<sup>3</sup> For example, an employee who works 25 hours a week, will receive 150 hours (25 hours x 6 weeks) of PPL.

PPL pay will be administered on regularly-scheduled pay dates according to the employees' normal schedule. PPL shall not include any overtime pay. PPL shall not be permitted for leave for during extended day contracts. Holidays that occur during the leave period shall be counted as one day of Parental Leave and paid as such<sup>4</sup>. PPL must be taken in full days, except if part-time employees normally work only partial days, they must use PPL in increments which equates to a normal work day.<sup>5</sup>

If both parents are employees who work on the same campus, the parents may not use PPL simultaneously. If both parents are employees in different campuses, they may take PPL at the same time.

Employees on PPL receive all employer-paid benefits and continue to accrue all other forms of paid leave as if they were in active pay status.

For the Board:

For the Association:

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

## 12. Approval of Memorandum of Understanding-Paid Parental Leave\*

### MEMORANDUM OF UNDERSTANDING BETWEEN THE FINNEYTOWN ASSOCIATION OF SUPPORT PERSONNEL AND THE FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

The Finneytown Local School District Board of Education (the "Board") and the Finneytown Association of Support Personnel enter into this Memorandum of Understanding ("MOU") regarding paid parental leave. The parties agree as follows:

**WHEREAS**, the parties are currently subject to the terms of a collective bargaining agreement effective July 1, 2022-June 30, 2025 ("Collective Bargaining Agreement"); and

**WHEREAS**, the Board values time with loved ones and supports a work-life balance that allows employees to feel fulfilled and meet obligations, both professionally and personally. The Board desires to provide our employees with Paid Parental Leave ("PPL") following the birth, adoption, or placement of a child. The Board supports time with family and believe this time is important to heal, bond, and connect.

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<sup>4</sup> The employee shall only receive their daily rate for any holiday which overlaps with their PPL, meaning, Employees will not receive "double pay" PPL and holiday pay.

<sup>5</sup> For example, an employee who works 4 hours per day, must take their leave in 4 hour increments.

**NOW, THEREFORE,** by and between the Board and the Association that the following language, effective August 1, 2023, shall constitute their Agreement as it relates to this matter:

### **Eligibility**

To be eligible for PPL, employees must be full-time or part-time, permanent employees. Temporary employees and interns are not eligible for this benefit. In addition, employees must be employed by Board for at least one year, and have regular work week exceeding twenty-four (24) hours over the twelve (12) months prior to the leave AND must meet one of the following Qualifying Family Events:

- Be the biological parent to and legal guardian of a newborn child; or
- The placement with the staff member of a child<sup>6</sup> for adoption or foster care.<sup>7</sup>

### **Time Provided**

PPL will run concurrently with any time taken under the Family Medical Leave Act ("29 CFR Part 825").

Eligible full-time employees will receive a maximum of six weeks (30 business days) of PPL per Qualifying Family Event. Employees designated as part time shall receive PPL in the amount of hours of hours they work per week for six weeks per Qualifying Family Event.<sup>8</sup> Eligible full-time birth mothers, who deliver a child via a cesarean section, will receive a maximum of eight weeks (40 business days) of PPL for the birth of the their newborn child. Eligible part-time birth mothers, who deliver a child via a cesarean section, shall receive PPL in the amount of hours of hours they work per week for eight weeks.

The birth, adoption or placement of multiple children does not increase the

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<sup>6</sup> Adopted or foster placed child must be younger than compulsory school age for an employee to be eligible for a full allotment of PPL. In other words, if the child to be placed for adoption or foster care is older than compulsory school age, employee shall not be eligible for PPL. "Compulsory school age" shall be defined as in ORC 3321.01(A)(1) which states: "A child between six and eighteen years of age is "of compulsory school age"[.] A child under six years of age who has been enrolled in kindergarten also shall be considered "of compulsory school age" [.]"

<sup>7</sup> Employees shall not be eligible for PPL for the foster placement and adoption of child. Employee, shall be eligible for foster placement or adoption of child, whichever occurs first. Only one allotment of PPL is available per child.

<sup>8</sup> For example, an employee who works 25 hours a week, will receive 150 hours (25 hours x 6 weeks) of PPL.

allotment of PPL. Employees are not eligible for more than one allotment of PPL in any rolling 12-month period.

Employees who have a child placed with them for adoption or foster care, and the child is older than compulsory school age, shall be eligible for one week of PPL (5 days for full-time employees) and the amount of hours worked per week for part-time employees.

PPL must be used within the three-month period following a Qualifying Family Event.

### **Request and Authorization Process**

To receive PPL, employees must provide 30 days' notice of their need to take PPL when the need is foreseeable and such notice is practicable. If PPL is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable. When the need for PPL is not foreseeable, the staff member must provide notice as soon as practicable under the facts and circumstances of the particular case.

Employees must complete the forms and provide documentation as required by the District to substantiate the request.

### **Pay and Benefits**

PPL pay will be administered on regularly-scheduled pay dates according to the employees' normal schedule. PPL shall not include any overtime pay. PPL shall not be permitted for leave for during extended day contracts. Holidays that occur during the leave period shall be counted as one day of Parental Leave and paid as such<sup>9</sup>. PPL must be taken in full days, except if part-time employees normally work only partial days, they must use PPL in increments which equates to a normal work day.<sup>10</sup>

If both parents are employees who work on the same campus, the parents may not use PPL simultaneously. If both parents are employees in different campuses, they may take PPL at the same time.

Employees on PPL receive all employer-paid benefits and continue to accrue all other forms of paid leave as if they were in active pay status.

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<sup>9</sup> The employee shall only receive their daily rate for any holiday which overlaps with their PPL, meaning, Employees will not receive "double pay" PPL and holiday pay.

<sup>10</sup> For example, an employee who works 4 hours per day, must take their leave in 4 hour increments.

For the Board:

For the Association:

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**13. 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:

<b>Gerald Warmack</b>	Athletic Director	\$95,000
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**14. Review of Action Steps**

**15. Announcements**

The next regular meeting of the Finneytown Board of Education will take place on Monday, July 17, 2023 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.

**16. Adjournment**