

FINNEYTOWN LOCAL SCHOOL DISTRICT
Regular Meeting, June 20, 2023
Finneytown Secondary Campus William R. Swartzell Performing Arts Center
8916 Fontainebleau Terrace
Cincinnati, OH 45231
Open Forum 6:00pm
Regular Meeting 6:30pm

The Finneytown Board of Education met in regular session on Monday, June 20, 2023, in the William R. Swartzell Performing Arts Center of the Finneytown Secondary Campus, 8916 Fontainebleau Terrace, Cincinnati, OH 45231. Mr. Gast, Ms. Lee, Ms. McMullen, Mr. Rea and Mr. Reeb were present. The President called the meeting to order at 6:32pm.

87-23 Mr. Rea moved, seconded by Ms. Lee, that the Board approve the agenda as amended. The President declared the motion passed.

88-23 Ms. Lee moved, seconded by Mr. Gast, that the Board approve the minutes as amended from the Regular Meeting of May 15, 2023, the Special Meeting of May 23, 2023 and the Special Meeting of May 26, 2023. The President declared the motion passed.

Administrative Report

Restorative Practices Documentary

Dr. Banks introduced a short film on the Finneytown Local School District's journey to build community. Restorative Practices, The House System, and Project-based Learning are three practices that have transformed relationships among students, teachers, administrators, and even parents. This was made possible through partnerships with Dan Joyner, Peter Block, Tim Kraus, and Jim Prues. We are proud of this work and its impact!

Dr. Laurie Banks, Superintendent – discussed the following:

- Bullying Incident Report – The district shares this information each year at this time. The report will be posted on the district's website. Two formal and five informal reports of bullying and/or harassment were received last year. Over the past year the district refined the district's process for investigating alleged bullying and included it as a ProAction Café session topic.
- Literacy Leadership Team – This team recently brought together a team of parents, staff members to share the work being done to identify instructional materials that align with the shift in the dyslexia law and the Science of Reading push. Resources were identified for purchase and to pilot for next year. A Literacy Coordinator was added as new position to help implement these new resources.
- Graduation – all 103 of our eligible seniors graduated. It was a great celebration. Kudos to the secondary campus and central office administrative team for organizing the ceremony, red carpet and live stream. An alternative

venue is being looked at for the next few years due to secondary campus construction.

Public Address

Matt Wilber

I am Matt Wilbur and I spent thirty-five years as a high school Math teacher and football and basketball coach at the high school and collegiate level. When we retired, my wife and I moved into Finneytown. I grew up in Wyoming. It didn't take long to realize that the demographics of the area had changed. Finneytown, Green Hills, and Forest Park used to be white middle-class communities. What had changed? I would guess that what took place was, "white flight" to the "newer, wealthier and "whiter" communities of Blue Ash, West Chester, Montgomery, and Mason. The older properties were purchased by a new group of multi-cultural middle class to take their shot at the American dream.

I have been appalled at recent board of education meetings by language like what was used in the 60's and 70's when the civil rights movement caused such anger and division. Regarding what decision is to be made about the Whitaker property statements like, "My family has lived happily in Finneytown for 100 years and have supported the schools financially by voting for every tax levy. We don't want more housing built in our neighborhood, bringing more traffic, loss of green space and becoming an eyesore." "Those" who move in will be transients who will lower our property values. If that's the direction the board is leaning, I might as well put my taxes somewhere else."

Shame on us all! I thought we were done with this type of rhetoric which used to be over racial lines and "red lines" and now is over financial lines. I guess those poor folk living through "generational poverty" don't deserve a chance at the American dream" and do not deserve a chance to move up to the top of Winton Rd.

I know I moved to Finneytown in 2010 but can someone please tell me where there is a "field of dreams" for our students. It's almost un-American that a community does not have baseball fields for our kids. Maybe that is why the baseball team over the past 5 years, have gone almost 100 games without winning a league game. This year they scored only 3 runs in the whole season.

The softball team seems to do better. Over the past five seasons they have gone 17 – 37 finishing 5th in the league twice

I started to wonder what was wrong with an athletic program that finishes so poorly, in an almost embarrassing fashion, in almost every sport.... and it appears no one cares. Let's look at a few of our other teams:

Football: 66 league games without a league win

Volleyball – 4 league wins in 5 years

Boys soccer – never higher than 6th in the conference

Girls' Soccer – needed 3 walk-ons to have a team with 1 sub

Boys Basketball – last five seasons we were 14 - 5

Girls Basketball - last five seasons we were 9 – 43. This season they played 6 players, 3 being seniors.

Wrestling –We finished 3rd in the conference championships, by combining the boys and girls teams . Wrestling had a girl finish 5th at regionals, (alternate at state) and we have 4 wrestlers who qualified to go to the USA Championships in Fargo, ND. They do not wrestle for Finneytown. They go to represent "Team Ohio".

Track – boys track did well with a 4x200 relay team going to the state competition along with a 1st in league in the 4x400 relay. As a team they finished 4th in the conference championships.

Some Observations

There are many factors that could be considered as a reason we are in the position. We can say we just do not have enough athletes. There are students walking the halls that "on the hoof", are "freakish" athletes that could help our teams. The population of the school has continued to drop for one reason or another. I have three granddaughters who attended our schools but now are getting their education online. There may be students who are leaving for athletic or academic reasons. They feel that they will have a better chance of fulfilling their dreams somewhere other than Finneytown. I also have two other granddaughters who are attending Finneytown and we are very appreciative of the services for success offered to them. We appreciate the care given by the mental health staff who show care and compassion to so many students in need. We need to market what we are doing well and how we "anticipate" even better things when they will buy into what we are building. We need to recruit students that want to be part of building something great.

There must be *one school and one community* trying to accomplish something great. I am not trying to blame any one area. I think that our teachers, counselors, coaches, administration and alumni need to know what this school is accomplishing, or in some cases where we are not where we ought to be. Maybe this school district is too broken and more like a triage unit just trying to keep students alive and safe before they can learn.

We need to be transparent with the community. The diversity within our community must be seen as positive, bringing talents and skills that will enrich our community. We must communicate in an "effective" manner. Digital communication may allow a very efficient form of communication but if you are dealing with a population that does not have the necessary digital skills, how effective is it? Are we willing as a community to slow down, take the lead and be more intentional and help all of us who don't know how a "group chat" works, how to get onto gradebook? Some of us would like to have a hard copy of their final grades, and an athletic program, a ticket stub, a playbill without having to scan a "whatever." Saying we have methods to communicate with the community is not good enough. It is our responsibility to keep the community informed.

I wanted to be a part of the solution not just a complainer. I tried to enter the school and offer my skills either academically or within the athletic department. It wasn't until Adam Coffey took a chance on a senior citizen who didn't know anything about wrestling but knew how to coach athletes. A good program needs parental support, sharing the expenses and sharing the transportation. I now had a chance to walk inside the "belly of the beast". There were several issues I

questioned during the past two years as I worked with a group of men committed to raising the standards for not only the wrestling program but for the whole school. Like "when a tide rises, all the boats are lifted up."

Are there any standards for athletic teams to work toward? So many times, our athletes hear, "You have nothing to lose because nobody expects anything from you." Who says that? They don't say that in winning programs. They do have something to lose...THEY CAN LOSE! Winning is hard and we want that to be the standard. Do we expect them to win every time? Of course not, but they can give a winning effort. That's the difference between standards and expectations. We as a coaching staff aren't satisfied with the "by in" from the athletes on what it takes to win. They don't realize that "the will to win means nothing without the will to prepare" and even then, there are no guarantees. They have no examples for how the process works, and the pride one feels when they reach that "Ah ha" moment when they finally get it.

This community should be thankful to have a group of men (staff, alumni and community volunteers) who work 12 months a year put their time, effort and finances to underwrite the cost of a program that gives the athletes an educational experience that they deserve.

I feel that with moving into a new high school maybe we should look at our athletic policies and consider things like the hiring of coaches, their evaluation process, increasing participation, creating long term budgets, and the auditing of those budgets. What will the school board commit to fund our athletic programs? (Salaries, transportation, entry fees for tournaments.) What policies are in place in terms of scheduling across the different teams? What are additional income sources that might be available?

When it is all said and done, *who is going to take accountability for the standards set at Finneytown?* Right now, I personally believe that unfortunately most people don't want to see a problem and therefore nothing will change. As always, I would be willing to discuss anything pertaining to the items mentioned above if you feel things can change.

Board Coordination Matters

Mr. Rea, discussed the following items:

- Graduation – I was very impressed with the amount of flavor and personality that our students were allowed to express; not robotic like so many graduations. I appreciated the happiness of our graduates at the event and the sense of community expressed by students from culturally different backgrounds. It was great to be a part of this event.

Ms. Lee, discussed the following items:

- Finneytown Athletic Association – I attended the June meeting. FAA needs volunteers. Baseball is finishing up. The B2 baseball team was second in the division and is going to the world series. Cheer will be starting soon and fall soccer signups are open. Congratulations to wrestlers that are going to national championships and good luck!

- Finneytown Athletic Boosters – I am unable to attend as they are meeting as we speak. The Boosters are preparing for the Greek Festival parking. Anyone willing to help can let me know and I will get you in contact with them.
- Springfield Township – District and township representatives met to discuss options for the Whitaker property. It was a very good conversation as we seek alignment on how to move forward. Both organizations are actively listening and opinions are being heard. A Question & Answer document from the school district's public meetings on the Whitaker Development will be posted to the district website.
- Ohio School Boards Association (OSBA) –
Upcoming programs include:
 - A deadline for funding expansion of suicide prevention programs is coming up July 10.
 - The 2023 School Safety Summit will be July 25 – July 26 in Columbus.
 - Upcoming OSBA training sessions include:
 - Budget Analysis and Discussion Seminar – August 1
 - Reasonable Suspicion Training – August 2
- Beyond Differences – A survey has been released with links from various sources. A text message also went out. Please fill this out as the results will be used to guide the committee's work going forward.

Mr. Gast, discussed the following items:

- Finneytown Schools Educational Foundation – I attended the most recent meeting. The position that are hoping to hire or contract for to manage the work of this organization was discussed.
- Whitaker Property Meeting with Springfield Township – There is a strong partnership forming around this issue. Good open discussion is taking place as we learn what is important for all parties involved and the options that have the most support.
- Graduation – I really enjoyed the ceremony and appreciated the opportunity for five different student speeches (Valedictorian, Salutatorian, Top Great Oaks student and two additional student speech submission selections). It was clear they really worked hard on their speeches.

Mr. Reeb, discussed the following items:

- Finneytown Music Parents Association (FMPA)
 - The marching band directors are working on turning old marching band uniforms into pillows and tote bags. If you or one of your children was a student with marching band uniforms used sometime in the last 10 years, you might want to keep an eye out for an announcement once they are finished. I certainly will be getting one to put on my couch.
 - Golf outing – Ms. McMullen attended, so I'll let her talk about that.
 - An FMPA carwash fundraiser will take place in August.
 - The marching band preview show is on August 10.
- Long Range Facilities Planning

- Cottonwood Property – I want to give kudos to Mr. Anderson, Director of Business Operations. The Cottonwood property looks great. There are no more abandoned vehicles.
- Demolition Projects – Where are we at with demolition bids for Whitaker? I don't think we've voted on anything as a board at this point. Can we get an update? I've had people in the community ask. [Dr. Banks responded we have no specific timeline, as logistics continue to be worked out. Springfield Township's Arts Connect is still in Brent Elementary. Demolitions contracts will be brought to the Board for approval.]
- Springfield Township Comprehensive Plan Update – This community kickoff event is June 21 from 6-8pm at Winton Woods, 10245 Winton Road, at the Winton Center Auditorium. Springfield Township has begun to update its comprehensive neighborhood master plan and needs community input. The comprehensive master plan helps guide the development of the community over the next 20 to 25 years, and the plan will help shape many future aspects of the neighborhoods and business districts. Most importantly, the master plan reflects a vision for the township for community members like us. I would recommend everyone go if you are able, because that is something that they only really do every three to five years. We might play a part in that with our discussions about the Whitaker property.

Ms. McMullen, discussed the following items:

- Music Program – I want to give a shout out to our music staff on the concerts – the choirs, band and orchestra concerts were phenomenal. I know you guys put a lot of work into that. My son happened to be in Voices and he truly enjoyed it with Ms. Fields. Thank you for all your hard work that you do for our students.
- Finneytown Music Parents Association – I was able to attend the FPA golf outing. It was a blast. Thank you to Mr. Delaney, Mr. Fronk and all of those parents, for all the work you put into this exceptional event.
- Project Based Learning Showcase – I also wanted to shout out to the PBL showcase facilitators, Mike Kennedy, Mike Rosa, and all the staff who were present. It was a phenomenal turnout and very professional. It was amazing to see the students come out and showcase their talents and what they believe in. Kudos to you guys for an amazing event.
- Board Self-Assessment – The board self-assessment will be July 27 at 5:30pm. Pencil that into your calendar. I look forward to working with all of you on some of our goals and ways we can improve.

89-23 Mr. Reeb moved, seconded by Ms. Lee, the Board adopted 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, 2023*

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, 2023*

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

d) Monthly Bond Project Spending and Commitment Report*

[See attachment]

e) Approval of Payment*- FY23

The Board approved payment of the following invoice(s) representing purchases that were made prior to the issuance of a valid purchase order of the district:

DATE	VENDOR	AMOUNT
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*

The Board approved the Five Year Forecast.

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

The Board approved 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	(\$1,500,000.00)
070-5100-9023	Capital Projects Fund	\$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

The Board approved the following advances back to the General Fund:

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

The Board approved the Amended Official Certificate of Estimated Resources.

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

The Board approved Permanent Appropriation adjustments through June 30, 2023 to meet statutory requirements.

BE IT RESOLVED by the Board of Education of the Finneytown Local School District, Hamilton County, Ohio, that to provide for the current expenses and other expenditures of said Board of Education, during the fiscal year, ending June 30, 2023, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made and during said fiscal year, as follows, viz:

	<u>TOTAL</u>
<u>GENERAL FUND</u>	
001 General Fund	-334,464
Total General Fund	<u><u>-334,464</u></u>
<u>SPECIAL REVENUE FUNDS</u>	
018 Public School Support	-7,129
019 Other Grants	-293,494
034 Classroom Facilities Maintenance	-18,709
300 Student Activity	-153,556
401 Auxiliary Service	19,352
499 Misc. State Grants	-98,621
507 CARES Act ESSER	-1,667,242
516 Special Education, Part B	-400,588
551 Limited English Proficient	-6,831
572 Title I	-81,867
584 Student Support & Academic Enrichment	-16,117
587 PreSchool Handicap	3
590 Improving Teacher Quality	-20,275
599 Miscellaneous Federal Grants	14,528
Total Special Revenue Funds	<u><u>-2,730,545</u></u>
<u>DEBT SERVICE FUNDS</u>	
002 Bond Retirement	61
Total Debt Service Funds	<u><u>61</u></u>
<u>CAPITAL PROJECTS FUNDS</u>	
003 Permanent Improvemt	-259,885
004 Construction Fund	-3,000,150
Total Capital Projects Funds	<u><u>-3,260,035</u></u>
<u>ENTERPRISE FUNDS</u>	
006 Food Service	-2,813
009 Uniform Supplies	-112,964
Total Enterprise Funds	<u><u>-115,777</u></u>
<u>FIDUCIARY FUNDS</u>	
022 District Agency	-5,987

200 Student Activity	-29,342
Total Fiduciary Funds	<u>-35,328</u>
GRAND TOTAL ALL FUNDS	<u><u>-6,476,089</u></u>

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

The Board authorized 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*

The Board approved 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.

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

RC: Ms. McMullen, yes; Mr. Rea, yes; Mr. Reeb, yes; Mr. Gast, yes; Ms. Lee, yes. The President declared the motion passed.

90-23 Mr. Rea moved, seconded by Ms. McMullen, the Board approved the following resolution requesting the County Auditor to make advance payments of taxes pursuant to Ohio Revised Code §321.34:

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.

RC: Mr. Rea, yes; Mr. Reeb, yes; Mr. Gast, yes; Ms. Lee, yes; Ms. McMullen, yes. The President declared the motion passed.

91-23 Ms. McMullen moved, second by Mr. Reeb, 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*

The Board acknowledged the following resignations, which have been previously accepted by the Superintendent:

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

b) Approval of Contract – One Year Limited Classified*

The Board approved a one year limited contract for the following classified staff members, effective August 17, 2023 through May 31, 2024:

Misty Alcorn	Regular Education Assistant
Angela Woerner	Regular Education Assistant
Leslie Grevas	Special Education Assistant

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

The Board approved a one year limited contract for the following retired/rehired classified staff member, effective July 1, 2023 through June 30, 2024:

Sandy Haskin	School Secretary	\$19.41
Ellie White	Extended Care Attendant	\$16.76
Randy Hajer	Maintenance	\$22.01

d) Approval of Contracts – One Year Limited Certified*

The Board approved one year limited contracts for the following new certified staff members, effective August 17, 2023 through May 31, 2024:

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

e) Acknowledgement of Reassignments*

The Board acknowledged the following certified staff reassignment, effective August 1, 2023:

Meredith Cottrell	Classroom Teacher 2 nd Grade
Carrie Hamsher	Classroom Teacher 3 rd Grade
Shelly Westerfield	EL Teacher

f) Approval of Payment – Certified Staff Members*

The board approved 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:

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

g) Approval of Contracts – Supplemental 2022-2023*

The Board approved the following supplemental contracts, effective August 1, 2022 through June 30, 2023:

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

h) Approval of Payment – Certified Staff Member*

The Board approved 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.

i) Approval of Overnight, Out of State Student Trip*

The Board approved 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

j) Acceptance of Donations*

The Board accepted 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.

k) 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.

I) Approval of Consultant Contract - Intervention Specialist*

The Board approved the following consultant contract:

Michelle Yauss with Finneytown Local School District to provide intervention specialist consulting services to special education students at St. Xavier High School during the 2023-2024 school year in the amount of \$32,352.00, to be paid using Special Education IDEA-B funds.

m) Approval of Agreement - Scarlet and Gray Cleaning Service, Inc.*

The Board approved an agreement with Scarlet and Gray Cleaning Service Inc. to provide cleaning services at all district buildings, effective July 1, 2023 through June 30, 2026. Annual costs will be as follows:

2023-2024	\$500,000.00	
2024-2025	\$520,000.00	(4% increase)
2025-2026	\$540,800.00	(4% increase)

RC: Mr. Reeb, yes; Mr. Gast, yes; Ms. Lee, yes; Ms. McMullen, yes; Mr. Rea, yes.
The President declared the motion passed.

92-23 Ms. McMullen moved, second by Mr. Reeb, the Board approved a Settlement and Release Agreement with Darla Fiedeldey.

Mr. Rea stated his belief that the district should continue down the legal path on this one and we should not be settling.

Ms. McMullen stated that the Board is not at liberty to discuss this item.

RC: Mr. Gast, yes; Ms. Lee, no; Ms. McMullen, yes; Mr. Rea, no; Mr. Reeb, yes. The Board President declared the motion passed.

93-23 Ms. McMullen moved, second by Mr. Reeb, the Board approved the following Memorandum of Understanding with The HealthCare Connection:

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

This Memorandum of Understanding (MOU) is made and entered into this 20th 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:

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.

Designate a liaison between school personnel and Medical Provider personnel in planning and problem solving around issues concerning school-linked services.

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.

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:

Furnish equipment and supply the onsite space as required to ensure quality and confidentiality of school-linked health services.

Arrange for hazardous/biological waste disposal in compliance with Federal and State laws.

Manage the operation of all services provided onsite by any and all sub-contractors.

Oversee contracts and performance expectations of sub-contracting organizations.
Provide the following health services to eligible students:

Onsite

Preventative dental care including dental assessment, basic cleaning and sealants.

Telehealth services with Medical Provider including acute and chronic care treatment and management.

Sports and work physicals as needed and scheduled by session.

Optical/Vision services via portal program (coming soon)

Offsite

Dental treatments including assessments, cleaning, sealants, fillings, and extractions.

Acute and chronic care treatment and management

Preventative care such as Well Child-Adolescent exams and sport/work physicals

Vaccinations

Eligibility assistance

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.

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.

Ensure that providers employed by the Medical Provider and providing services are operating within their scope of practice as defined by State law.

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.

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.

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.

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.

Medical Provider will also provide financial statements upon the reasonable notice and request of the District.

Maintain appropriate records and strict accountability for all funds provided to or by Medical Provider for implementation and operation of the school-linked services.

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

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.

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.

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

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.

All medical records created by the Medical Provider shall remain the property of the Medical Provider.

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.

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.

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

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.

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.

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).

Both Parties agree to use appropriate safeguards to prevent use or disclosure of personal health information consistent with HIPAA privacy rules and State regulations. 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.

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.

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

This MOU shall not be altered, changed, or amended except by instrument in writing executed by the Parties hereto.

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:

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.

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.

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

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.

This MOU shall be binding on parties, their successors, and assigns.

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

Commentary

Dr. Banks, Superintendent, commented that per investigation into a partnership with a health clinic, the district does not have the space to set up a clinic in-house. However, some areas where we can partner right now were identified: 1) Telehealth options – from a private space within our current secondary campus health clinic, 2) Scheduled Immunization clinics, and 3) Scheduled physicals for district athletes. We will start here and see where it goes in the future.

RC: Ms. Lee, yes; Ms. McMullen, yes; Mr. Rea, yes; Mr. Reeb, yes; Mr. Gast, yes. The President declared the motion passed.

94-23 Mr. Rea moved, second by Ms. Lee the Board approved the following Memorandum of Understanding for 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 child¹ for adoption or foster care.²

Time Provided

PPL will run concurrently with any time taken under the Family Medical Leave

¹ 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" [.]"

² 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.

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.³ 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

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 such⁴. PPL must be taken in full days, except if part-time employees normally work only partial days,

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

⁴ 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.

they must use PPL in increments which equates to a normal work day.⁵

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.

Discussion

Dr. Banks: I want to go on the record. I believe that Paid Parental Leave (PPL) does not align with our mission of academic and social growth for students. I believe that paid parental leave will increase the time our talented, qualified staff will be out of the classroom and buildings, instead of working with our students. The increase in time that we have substitute staff will have a negative impact on student learning and growth. I don't feel it's an appropriate use of public funds.

Mr. Rea: It's the right thing to do. We put a lot of time in this. Based upon the number we were given by our treasurer, it will be less than three quarters of a percentage point of our budget. I think we have other places we spend money that we could change to cover this. From my perspective, hoping that this bill passes, I think this is an indication to our staff that we care about them. I truly believe that this will improve their lives.

Mr. Reeb: I've worked with Jamie on this. We met with legal counsel. This has already been voted upon and passed by both unions. There are many aspects of what is in here that I've had a hand in developing with Jamie. As far as paid parental leave policy, this is fairly unique. We looked at what Hamilton County has. We looked at what Columbus City Schools have. To our knowledge, there's only one other school district in the state that does this and that's Columbus City Schools. I would invite community members that are interested in this to read it. It is very detailed. If you have questions, myself or Jamie would be happy to answer them. It covers all sorts of things, including foster care and adoption. It shows that Finneytown cares about our staff and the time they spend at home. I don't think teachers get enough time at home with their children when they do have a childbirth, but I can't get over the financial cost and the number of weeks. I've been losing sleep over this because I've agreed with this in principle. But the number of weeks is something that I've been caught up on from the beginning. So while I am happy with the way that it has written, the duration for me, I just can't get over. So even though I won't be voting yes, I am still happy that this will, perhaps, be provided to our staff. It's just not something I'm going to be voting yes on due to that number of the weeks. I'm proud of the way it is written and what is included.

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

Ms. Lee: I want to thank both of you for the extensive amount of work, research, calls and discussions that went into this and for taking open feedback from all of us. It is definitely appreciated.

Ms. McMullen: When I first heard about this, I'm like wow, what an exceptional thing to offer our staff. As a mother, I needed more time; my husband needed more time. But for me, I can't say yes because my superintendent and my treasurer, have doubts and reservations. That doesn't sit well with my stomach. And to know that we have staff members and administrators who are already overworked, already stressed, and now we're adding more and more. Do I think no forever for this? No. But for me, it's no right now. It's just not the right time. Coming out of COVID and already short staffed, I can't tack more on our staff members.

Mr. Gast: In the initial PPL proposal, employees received 6 weeks of district paid leave followed by the option of taking up to another 6 weeks paid using their own sick leave without a medical incapacitation reason, for up to 12 straight weeks out, paid. The revised proposal provides 6 weeks of district paid PPL, with additional paid employee sick leave only in the case of a continuing medical need. I don't see this really taking the teachers out of the classroom anymore. This preserves their sick time, reducing the chance it will be used up before they might need it for their child. For me, that was a turning point in my support for this proposed MOU.

Ms. Lee: I was a little concerned with the things that Dr. Banks had brought up and there were some things that that I hadn't thought of, but what really solidifies it for me is if the staff really thought that those concerns were something that were going to be an issue, they wouldn't have voted yes on it as much as they did. That tells me that they agree with us. They see it as a benefit, as a value to the staff.

Mr. Gast: I see another advantage. We couldn't locate a real actuary to calculate the cost. If we find the costs are significantly higher or it is detrimental to teachers, our exposure is limited to two years.

Ms. McMullen: Voting no on this does not mean I don't care about our staff members, or I don't value quality time with your family, because I do as a mother of three. I feel there are other things that we can do with this money that may benefit more staff members. Don't think by me voting no, that I don't value our staff because I do value our staff.

RC: Ms. McMullen, no; Mr. Rea, yes; Mr. Reeb, yes; Mr. Gast, yes; Ms. Lee, yes. The President declared the motion passed.

95-23 Ms. Lee moved, second by Ms. McMullen the Board approved the following Memorandum of Understanding for 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.

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 child⁶ for adoption or foster care.⁷

⁶ 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" [.]"

⁷ 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.

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.⁸ 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

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

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

leave period shall be counted as one day of Parental Leave and paid as such⁹. 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.¹⁰

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.

RC: Mr. Rea, yes; Mr. Reeb, yes; Mr. Gast, yes; Ms. Lee, yes; Ms. McMullen, no. The President declared the motion passed.

96-23 Ms. McMullen moved, second by Mr. Gast, the Board approved the following payrate revision for the following exempt staff member for the second year of his current two-year contract:

Gerald Warmack	Athletic Director	\$95,000
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RC: Mr. Reeb, yes; Mr. Gast, yes; Ms. Lee, yes; Ms. McMullen, yes; Mr. Rea, yes. The President declared the motion passed.

Review of Action Steps

- 1)** Send out the Beyond Differences survey again – Dr. Banks
- 2)** Finalize the Q&A document from the two special board meetings on Long Range Facility Planning and post on the district website – Dr. Banks, Mr. Anderson, Ms. Ruffin
- 3)** Seek a cost estimate for a HealthCare Connection clinic alternate in the new secondary campus construction project – Dr. Banks
- 4)** Complete the superintendent evaluation – Dr. Banks, Mr. Gast, Mr. Reeb
- 5)** Complete the treasurer evaluation – Mr. Oliverio, Ms. McMullen, Mr. Rea
- 6)** Initiate conversations with our food service vendor about more appetizing and nutritious lunch offerings – Dr. Banks, Ms. McMullen

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.

⁹ 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.

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

97-23 There being no further business, Ms. McMullen moved, seconded by Ms. Lee, that the meeting be adjourned. The President declared the meeting adjourned at 8:08pm.



Tony Gast, President



David L. Oliverio, Treasurer

ATTEST: