

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on the 28th day of February, 2025 by and between the Coshocton City Board of Education ("Board"), the Coshocton City Education Association ("CCEA") [together, the "Parties"].

WHEREAS, the Board and CCEA are parties to a Master Agreement effective July 1, 2023 through June 30, 2026 ("Master Agreement"), the terms of which do not specifically address the issue of full-time substitute teachers, or full-time assignments to positions performing non-teaching duties; and

WHEREAS, Article 1, Professional Agreement, Section I, Recognition, of the Master Agreement provides that the CCEA is the sole and exclusive bargaining representative for all professional, non-supervisory personnel employed by the Board; and

WHEREAS, Article 21, Non-Teaching Duties, of the Master Agreement provides that the Board and the Association acknowledge that a teacher's primary responsibility is to teach, and that every effort will be made by the Board within financial constraints to eliminate or reduce non-professional assignments, including but not limited to supervision of study halls (by way of example); and

WHEREAS, the Board employed Wesley Woodie as a Full-Time Substitute Teacher assigned to In School Detention for the 2024-2025 school year; and

WHEREAS, the duties of the In-School Detention position are non-teaching duties as defined in Article 21 of the Master Agreement; and

WHEREAS, the Full-Time Substitute Teacher assigned to the In School Detention position for the 2024-2025 school year is required to have at least a substitute teaching license issued by the State Board of Education; and

WHEREAS, CCEA filed a Level 2 grievance on December 11, 2024, claiming the Board violated Article 11, Reduction in Force, of the Master Agreement by failing to offer recall for the Full-Time Substitute Teacher position; and

WHEREAS, in light of the provisions of Ohio Revised Code Section 3319.10, and in the interest of resolving, in full accord and satisfaction, all claims, allegations, and requested remedies set forth in the Level 2 grievance filed by CCEA on December 11, 2024, the Parties have agreed to the following terms:

NOW, THEREFORE, THE PARTIES HEREBY AGREE:

Section 1. This Settlement Agreement shall be effective upon adoption by the Board and the CCEA, and upon signatures of the Parties on this Settlement Agreement;

Section 2. The Parties agree that Wesley Woodie will be placed on 0 step and applicable column of the salary schedule set forth in Article 26 of the Master Agreement, as of the sixty-first (61st) day of service as a Full-Time Substitute Teacher for the 2024-2025 contract year. Any and all salary owed in accordance with this Section shall be paid to Wesley Woodie no later than thirty (30) calendar days after the effective date of this Settlement Agreement as set forth in Section 1, above.

Section 3. The Parties agree that Wesley Woodie will receive all the benefits set forth in the Master Agreement as of the sixty-first (61st) day of service as a Full-Time Substitute Teacher for the 2024-2025 contract year;

Section 4. Effective with the 2025-2026 school year, a Full-Time Substitute Teacher assigned to In-School Detention or any position with similar duties shall be considered professional, non-supervisory personnel as per Article 1, Section I of the Master Agreement;

Section 5. The CCEA will withdraw the Level 2 grievance with prejudice upon the effective date of this Agreement. In withdrawing the grievance, the CCEA agrees to release the Board for all allegations, claims, causes of action, and requested remedies pertaining to the grievance;

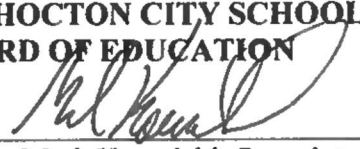
Section 6. Nothing in this Settlement Agreement constitutes an admission by the Board of a violation of any provision of the Master Agreement, including but not limited to Article 11;

Section 7. The Parties agree that nothing in this Settlement Agreement constitutes any form of precedent or past practice between the Parties in regards to the subject matters set forth herein or in the Level 2 grievance;

Section 8. The Parties acknowledge that this is an enforceable agreement and that this Settlement Agreement embodies the entire agreement and understanding of the Parties with respect to the grievance and to the subject matters set forth herein.

IN WITNESS WHEREOF, the parties have entered into this Settlement Agreement on the date first set forth above.

**COSHOCTON CITY SCHOOLS
BOARD OF EDUCATION**

By: 
Mark Kowalski, Superintendent

**COSHOTON CITY EDUCATION
ASSOCIATION**

By: 
Michael McKee, CCEA President

Date: 2/28/25