

March 15, 2022

The Clark-Shawnee Local Board of Education met in a regular session on March 15, 2022, at Shawnee Elementary School, 1841 East Possum Road. The meeting was called to order at 6:30 p.m. by President DeHart. Those answering the roll by Mr. Faulkner:

Mr. Galbreath
Mrs. Garrett
Mrs. Pierce
Dr. Page
Mr. DeHart

Also present: Mr. Brian Kuhn, Superintendent
Mr. Brian Masser, Asst. Superintendent

All stood and recited the Pledge of Allegiance.

ACCEPTANCE OF THE AGENDA AND ADDENDUM (2022 - 1245)

Mrs. Garrett moved to accept the agenda.

Mr. Galbreath Seconded the motion.

Ayes: Garrett, Pierce, Page, DeHart, Galbreath.

The President declared the motion carried.

REQUESTS AND CONCERNS OF THE GENERAL PUBLIC

Donna DeHart	Personnel
Jean Marie Wagner	Personnel

ACCEPTANCE OF CONSENT CALENDAR - FINANCIAL (2022 - 1246)

Mrs. Garrett moved to approve the following:

- 1. Signing of the Minutes of the Previous Meeting**
- 2. Treasurer's Report and Condition of the Funds**
- 3. Monthly Bills and Allowance of those that are in Order**
- 4. Appropriations Modification**
- 5. Acceptance of Donation**

Carlton F. and Ruth T. Davidson Trust--\$10,000.00 for Performing Arts Programs

Mr. Galbreath seconded the motion.

Ayes: Pierce, Page, DeHart, Galbreath, Garrett.

The President declared the motion carried

ACCEPTANCE OF CONSENT CALENDAR – PERSONNEL (2022-1247)

Mrs. Pierce moved to approve the following:

Resignations

Certified

To accept Mrs. Lori Driskill-Lange's, Certified Tutor at Shawnee Elementary School, letter of resignation effective March 4, 2022.

Support Staff

To accept Mrs. Shelly Davis', Aide at Shawnee Elementary School, letter of resignation effective March 7, 2022.

To accept Mrs. Amanda Turman's, Support Staff Tutor at Shawnee Elementary, letter of resignation effective March 13, 2022.

To accept Mrs. Sherrie Webb, Home Learning Liaison at Shawnee Elementary School, letter of resignation effective March 4, 2022.

Employment

Certified

To employ Mrs. Christa Kusmierczyk as Early Literacy Teacher (Part-time) for the 2022-2023 school year. [Current Assignment: Shawnee ES]

Support Staff

To employ Mrs. Lori Driskill-Lange as Aide for the 2021-2022 school year effective March 7, 2022. [Current Assignment: Shawnee ES]

To employ Ms. Mary Bowshier as Bus Driver for the 2021-2022 school year effective April 4, 2022.

To employ Mrs. Sherrie Webb as Aide for the 2021-2022 school year effective March 7, 2022. [Current Assignment: Shawnee ES]

Substitute (Support Staff)

To employ Ms Elizabeth Cooper as substitute support staff for the 2021-2022 school year.

To employ Ms Jessica Johnson as substitute support staff for the 2021-2022 school year.

Additional Duty (Certified)

To employ Mr. John Campbell as Camp Invention Teacher for the 2021-2022 school year.

To employ Ms. Ashley Hill as Middle School Assistant Play Director for the 2021-2022 school year.

To employ Mr. Rex Plymale as Spring Weight Room Monitor for the 2021-2022 school year.

To employ Mrs. Susan Watkins as Camp Invention Teacher for the 2021-2022 school year.

Additional Duty (Support Staff)

The following supplemental positions for the pupil activity programs in the Clark-Shawnee Local School District were first offered to those employees of the District who are licensed individuals and no such employee applied and was qualified to fill the position such that the position was accepted by any such employee. The Board then advertised the position as available to any licensed individual who is qualified to fill it and who is not employed by the Board, and no such person has applied for and accepted the position. Thus, the Board resolved to employ the following non-licensed individuals to fill the following supplemental position.

To employ Miss Ellen Brouhard as Middle School Track Assistant Coach for the 2021-2022 school year. Miss Brouhard is a lay coach.

To employ Mr. Alexander Sarihan as High School Tennis Head Coach for the 2021-2022 school year. Mr. Sarihan is a lay coach.

To employ Ms. Amy Davidge as Drama, Spring Musical Assistant for the 2021-2022 school year.

To employ Mr. Micaiah Jones as Drama Choreographer [Spring] for the 2021-2022 school year.

Volunteer - (Certified)

To employ Mrs. Christa Kusmierczyk as Volunteer Boys Tennis Coach for the 2021-2022 school year.

Non-Renewals of Certified, Support Staff, and Additional Duty Contracts/Supplementals

The non-renewal of certified, support staff, and additional duty contracts/supplementals for the 2022-2023 school year as presented in Exhibit A.

Non-Paid Leave

Mrs. Donielle Avery is requesting non-paid medical leave beginning with a half day on April 22, 2022 through the end of the current school year, May 27, 2022.

Memorandum of Understanding--College Credit Plus Teacher Transcript Reimbursement

To approve a Memorandum of Understanding (MOU) with the Clark-Shawnee Local Education Association ("CSLEA") to reimburse College Credit Plus teachers who are required to provide an original transcript to the college institution for which they teach College Credit Plus courses. [See Exhibit B]

Dr. Page Seconded the motion.

Ayes: Page, DeHart, Galbreath, Garrett, Pierce.

The President declared the motion carried.

ACCEPTANCE OF CONSENT CALENDAR –MISCELLANEOUS (2022-1248)

Mrs. Garrett moved to approve the following:

Curriculum Adoption Request

To approve Mrs. Michelle Heims, Campus Principal of Shawnee Middle/High School, request to adopt CommonLit School Essentials PRO as part of the curriculum for all English courses, grades 7-12.

Bus Purchase

To approve Mr. Brian Kuhn's, Superintendent, recommendation to purchase one (1) school bus at a cost of \$94,228.00.

Contract with the Clark County Sheriff's Office for School Resource Officer

To approve Mr. Brian Kuhn's, Superintendent, recommendation that the district contract with the Clark County Sheriff's Office for a School Resource Officer for the 2022-2023 school year.

Resolution to Administer Paper Versions of State Assessments to Third-Grade Students During the 2022-2023 School Year

WHEREAS, Senate Bill 216, 132nd General Assembly, effective Nov. 2, 2018, allows districts the option of paper or online test administration only for the third-grade state assessments, beginning in the 2019-2020 school year. Specifically, Ohio Revised Code Section 3301.0711(G)(4), as amended by SB 216; and

WHEREAS, beginning with the 2019-2020 school year, a school district, other public school, or chartered nonpublic school may administer the third-grade English language arts or mathematics assessment, or both, in a paper format in any school year for which the district board of education or school governing body adopts a resolution indicating that the district or school chooses to administer the assessment in a paper format; and

WHEREAS, the board or governing body shall submit a copy of the resolution to the department of education not later than the first day of May prior to the school year for which it will apply; and

WHEREAS, if the resolution is submitted, the district or school shall administer the assessment in a paper format to all students in the third grade, except that any student whose individualized education program or plan developed under section 504 of the "Rehabilitation Act of 1973," 87 Stat. 355, 29 U.S.C. 794, as amended, specifies that taking the assessment in an online format is an appropriate accommodation for the student may take the assessment in an online format.

NOW THEREFORE BE IT RESOLVED, the Clark-Shawnee Local Board of Education ["Board"] desires for third-grade students in the Clark-Shawnee Local School District ["District"] to be administered paper-and-pencil versions of the Ohio State Tests in English Language Arts; and

BE IT FURTHER RESOLVED, the District shall administer the assessment in a paper format to all students in the third grade, except that any student whose individualized education program or plan developed under section 504 of the "Rehabilitation Act of 1973," 87 Stat. 355, 29 U.S.C. 794, as amended, specifies that taking the assessment in an online format is an appropriate accommodation for the student may take the assessment in an online format; and

BE IT FURTHER RESOLVED, the Board hereby directs its Superintendent to submit a copy of the resolution to the department of education not later than May 1, 2022.

Service Contract–MVECA for Managed Internal Broadband Service

To approve a service contract with MVECA for Managed Internal Broadband Service effective July 1, 2022 through June 30, 2026. [See Exhibit C]

Mr. Galbreath Seconded the motion.

Ayes: DeHart, Galbreath, Garrett, Pierce, Page.

The President declared the motion carried.

EXECUTIVE SESSION (2022-1249)

Mr. DeHart moved to go into Executive Session for employment of personnel at 7:54 p.m..

Mrs. Pierce Seconded the motion.

Ayes: Galbreath, Garrett, Pierce, Page, DeHart.

Mr. DeHart declared the board out of executive session at 9:49 pm.

ADJOURNMENT

Mrs. Garrett moved to adjourn the meeting at 9:53 p.m..

Mr.s Pierce Seconded the motion.

Ayes: Garrett, Pierce, Page, DeHart, Galbreath.

President

Treasurer

EXHIBIT A
Certified Staff Non-Renewals

	POSITION	NAME	LOCATION	REASON FOR NON RENEWAL
1	After School Monitor	Darren Kaiser	High School / Middle School	Employed on an as needed basis
2	After School Monitor	Devin Spitzer	High School / Middle School	Employed on an as needed basis
3	After School Monitor	Kristin Meeks	High School / Middle School	Employed on an as needed basis
4	After School Tutor	Christine Greenwood	High School / Middle School	Employed on an as needed basis
5	After School Tutor	Whitney Adams	High School / Middle School	Employed on an as needed basis
6	Floating Tutor	Cynthia Barnes	Elementary	Employed on an as needed basis
7	Floating Tutor	Debbie Haycox	Elementary	Employed on an as needed basis
8	Summer Camp Director	Mary Tucker	Elementary	Employed on an as needed basis
9	Summer Camp Teacher	John Campbell	Elementary	Employed on an as needed basis
10	Summer Camp Teacher	Susan Watkins	Elementary	Employed on an as needed basis
11	Title 1 Tutor	Christa Kusmierczyk	Elementary	Employed on an as needed basis
12	Title 1 Tutor	Erin Kuhn	Elementary	Employed on an as needed basis
13	Title 1 Tutor	Suzanne Metzger	Elementary	Employed on an as needed basis
14	Title 1 Tutor	Tami Milam	Elementary	Employed on an as needed basis

Classified Staff Non-Renewals

1	Floating Tutor	Amanda Thurman	Elementary	Employed on an as needed basis
2	Floating Tutor	April Schipper	Elementary	Employed on an as needed basis
3	Floating Tutor	Don McKanna	Elementary	Employed on an as needed basis
4	Floating Tutor	Martha Ingle	Elementary	Employed on an as needed basis
5	Outdoor Facility Maintenance	Robert Beedy	District	Employed on an as needed basis
6	Preschool Bus Driver	Gina Beckel	District	Employed on an as needed basis
7	Preschool Bus Driver	Janice Lyons	District	Employed on an as needed basis
8	Preschool Bus Driver	Peggy Bowers	District	Employed on an as needed basis
9	Preschool Bus Driver	Terra Howard	District	Employed on an as needed basis
10	Snow Removal	Steve Stewart	District	Employed on an as needed basis
11	Summer Help	Camden Van Velzor	District	Employed on an as needed basis
12	Technology Helper	Matthew Vance	District	Employed on an as needed basis

Long-Term Substitute Non-Renewals

1	Long-term Substitute Teacher	Nori McCall-Fasse	Elementary	Employed on an as needed basis
2	Long-term Substitute Teacher	Ashley Stacia (Otsot)	Elementary	Employed on an as needed basis
3	Long-term Substitute Teacher	Ryan Dunn	Elementary	Employed on an as needed basis
4	Long-term Substitute Teacher	DeAnne Meade	Elementary	Employed on an as needed basis
5	Long-term Substitute Teacher	Tami Milam	Elementary	Employed on an as needed basis
6	Long-term Substitute Teacher	Gregory Clements	Elementary	Employed on an as needed basis
7	Long-term Substitute Teacher	Cynthia Maxwell	High School / Middle School	Employed on an as needed basis
8	Long-term Substitute Cook	Erin Landis	High School / Middle School	Employed on an as needed basis
9	Long-term Substitute Cook	Katelyn Reeder	Elementary	Employed on an as needed basis

Additional Duty Non-Renewals

1	15 Days Extended Time	Amy Hibbs	High School / Middle School	Supplemental
2	15 Days Extended Time	Sherry Akers	High School / Middle School	Supplemental
3	Baseball, Varsity Assistant Coach	Bruce Cassell	High School / Middle School	Supplemental
4	Baseball, Varsity Assistant Coach	David Shaffer	High School / Middle School	Supplemental
5	Baseball, Varsity Assistant Coach	Gage Cassell	High School / Middle School	Supplemental
6	Baseball, Varsity Assistant Coach	Trayton Thompson	High School / Middle School	Supplemental
7	Baseball, Varsity Head Coach	Mark Armstrong	High School / Middle School	Supplemental
8	Basketball, Freshman Coach	Andrew Tincher	High School / Middle School	Supplemental
9	Basketball, Ms Asst Coach	Elizabeth Avery	High School / Middle School	Supplemental
10	Basketball, Ms Asst Coach	John Campbell	High School / Middle School	Supplemental
11	Basketball, Ms Head Coach	Haily Schartz	High School / Middle School	Supplemental
12	Basketball, Ms Head Coach	Jaden Greenwood	High School / Middle School	Supplemental
13	Basketball, Varsity Assistant Coach	Derek Tincher	High School / Middle School	Supplemental

14	Basketball, Varsity Assistant Coach	James Ballard	High School / Middle School	Supplemental
15	Basketball, Varsity Head Coach	Christopher Mcguire	High School / Middle School	Supplemental
16	Basketball, Varsity Head Coach	Karl Cooper	High School / Middle School	Supplemental
17	BB Varsity MOU	Cynthia Barnes	High School / Middle School	Supplemental
18	Before School Supervisor	Brenda Vinson	High School / Middle School	Supplemental
19	Bowling Boys Coach	Bryan Szekacs	High School / Middle School	Supplemental
20	Bowling, Girls Coach	John Oliver	High School / Middle School	Supplemental
21	Cheerleading, 8Th Football Advisor	Mallory Krouse	High School / Middle School	Supplemental
22	Cheerleading, Competition Advisor	Marlo Mitch	High School / Middle School	Supplemental
23	Cheerleading, Hs Football Advisor	Marlo Mitch	High School / Middle School	Supplemental
24	Cheerleading, Ms Basketball Advisor	Tiffany Cotrell	High School / Middle School	Supplemental
25	Class Advisor, Junior	Marlo Mitch	High School / Middle School	Supplemental
26	Cross Country, Hs Coach	Brian Desantis	High School / Middle School	Supplemental
27	Cross Country, Ms Coach	Michael Garberich	High School / Middle School	Supplemental
28	Cross County, Hs Assistant Coach	Wade Smith	High School / Middle School	Supplemental
29	Cross County, Hs Assistant Coach	Will Geist	High School / Middle School	Supplemental
30	Department Head	Devin Spitzer	High School / Middle School	Supplemental
31	Department Head	Elizabeth Allen	High School / Middle School	Supplemental
32	Department Head	Elizabeth Coressel	High School / Middle School	Supplemental
33	Department Head	Kristin Meeks	High School / Middle School	Supplemental
34	Department Head	Rosina Matthies	High School / Middle School	Supplemental
35	Department Head	Stephanie Caraway	High School / Middle School	Supplemental
36	Drama, Fall Advisor	Bryan Szekacs	High School / Middle School	Supplemental
37	Drama, Spring Musical Advisor	Bryan Szekacs	High School / Middle School	Supplemental
38	Drama, Spring Muscial Assistant	Amy Davidge	High School / Middle School	Supplemental
39	Drama, Spring Musical/Music Director	Taylor Leonard	High School / Middle School	Supplemental
40	Drama, Choreographer	Micaiah Jones	High School / Middle School	Supplemental
41	Flag Corp Advisor	John Arenas	High School / Middle School	Supplemental
42	Football, Ms Assistant Coach	David Brucker	High School / Middle School	Supplemental
43	Football, Ms Assistant Coach	John Williams	High School / Middle School	Supplemental
44	Football, Ms Assistant Coach	Marc Coppess	High School / Middle School	Supplemental
45	Football, Ms Head Coach	Johnathon Earles	High School / Middle School	Supplemental
46	Football, Varsity Assistant Coach	Bryan Szekacs	High School / Middle School	Supplemental
47	Football, Varsity Assistant Coach	Devin Spitzer	High School / Middle School	Supplemental
48	Football, Varsity Assistant Coach	Jeffrey Bumgardner	High School / Middle School	Supplemental
49	Football, Varsity Assistant Coach	Jonathan Stewart	High School / Middle School	Supplemental
50	Football, Varsity Assistant Coach	Matthew Warrington	High School / Middle School	Supplemental
51	Football, Varsity Assistant Coach	Rex Plymale	High School / Middle School	Supplemental
52	Football, Varsity Assistant Coach	Robert Delong	High School / Middle School	Supplemental
53	Football, Varsity Head Coach	Richard Meeks	High School / Middle School	Supplemental
54	Freshman Facilitator	Brenda Vinson	High School / Middle School	Supplemental
55	Golf, Varsity Boys Coach	Matthew Williams	High School / Middle School	Supplemental
56	Golf, Varsity Girls Coach	Kelly Wyen	High School / Middle School	Supplemental
57	Grade Level Lead	Alicia Anstine	Elementary	Supplemental
58	Grade Level Lead	Allison Williams	Elementary	Supplemental
59	Grade Level Lead	Amy Haerr	Elementary	Supplemental
60	Grade Level Lead	Darcy Leis	High School / Middle School	Supplemental
61	Grade Level Lead	Donielle Avery	Elementary	Supplemental
62	Grade Level Lead	Elizabeth Allen	High School / Middle School	Supplemental
63	Grade Level Lead	Jane Hanson	Elementary	Supplemental
64	Grade Level Lead	Kristin Meeks	High School / Middle School	Supplemental
65	Grade Level Lead	Phyllis Mccrory	High School / Middle School	Supplemental
66	Grade Level Lead	Sara Lee	High School / Middle School	Supplemental
67	Grade Level Lead	Teresa Balcerek	Elementary	Supplemental
68	Grade Level Lead	Wendy Shaffer	Elementary	Supplemental
69	Grade Level Lead	Whitney Adams	High School / Middle School	Supplemental
70	Instructional Technology Leader	Danielle Mccoy	Elementary	Supplemental
71	Instructional Technology Leader	Darcy Leis	High School / Middle School	Supplemental

72	Instructional Technology Leader	Erin Delk	High School / Middle School	Supplemental
73	Instructional Technology Leader	John Campbell	Elementary	Supplemental
74	Instructional Technology Leader	Lucille Sirois	High School / Middle School	Supplemental
75	Lead Teacher	Blake Garberich	High School / Middle School	Supplemental
76	Lead Teacher	Mark Myers	High School / Middle School	Supplemental
77	Mentor	Allison Williams	Elementary	Supplemental
78	Mentor	Marlo Mitch	High School / Middle School	Supplemental
79	Mentor	Rosina Matthies	High School / Middle School	Supplemental
80	Mentor/2 Or More Teachers	Alicia Anstine	Elementary	Supplemental
81	Music, Hs Instrumental Assistant	Garrett Greene	High School / Middle School	Supplemental
82	Music, Hs Instrumental Head	Taylor Leonard	High School / Middle School	Supplemental
83	Music, Hs Vocal Head	Stephanie Lange	High School / Middle School	Supplemental
84	Music, Ms Musical Head	Ashley Hill	High School / Middle School	Supplemental
85	Music, Ms Musical Head	Stephanie Lange	High School / Middle School	Supplemental
86	National Honor Society Advisor	Erin Delk	High School / Middle School	Supplemental
87	National Honor Society Advisor	Sara Lee	High School / Middle School	Supplemental
88	Power Of The Pen	Darcy Leis	High School / Middle School	Supplemental
89	Power Of The Pen	Terry Janssen	High School / Middle School	Supplemental
90	Powerlifting, Hs Assistant Coach	Devin Spitzer	High School / Middle School	Supplemental
91	Powerlifting, Hs Coach	Jeffrey Bumgardner	High School / Middle School	Supplemental
92	Quiz Bowl Advisor Mou	Matthew Looney	High School / Middle School	Supplemental
93	Resident Educator Year 3	Erin Delk	High School / Middle School	Supplemental
94	Site Manager	Mark Myers	High School / Middle School	Supplemental
95	Soccer, Hs Assistant Coach	Erin Delk	High School / Middle School	Supplemental
96	Soccer, Hs Assistant Coach	Marcus Rixon	High School / Middle School	Supplemental
97	Soccer, Hs Head Coach	Christian Davoli	High School / Middle School	Supplemental
98	Soccer, Hs Head Coach	Michael Gannon	High School / Middle School	Supplemental
99	Softball, Hs Assistant Coach	Gary Baugh	High School / Middle School	Supplemental
100	Softball, Hs Assistant Coach	Shane Hannan	High School / Middle School	Supplemental
101	Softball, Hs Head Coach	Devin Spitzer	High School / Middle School	Supplemental
102	Student Council, Hs Advisor	Marlo Mitch	High School / Middle School	Supplemental
103	Swimming, Hs Coach	Carrie Mcguire	High School / Middle School	Supplemental
104	Tennis, Hs Coach [Girls]	Lori Driskill	High School / Middle School	Supplemental
105	Tennis, Hs Coach [Boys]	Alexander Sarihan	High School / Middle School	Supplemental
106	Track, Hs Varsity Assistant Coach	Alyssa Garberich	High School / Middle School	Supplemental
107	Track, Hs Varsity Assistant Coach	Brian Desantis	High School / Middle School	Supplemental
108	Track, Hs Varsity Assistant Coach	Jeffrey Bumgardner	High School / Middle School	Supplemental
109	Track, Hs Varsity Assistant Coach	Richard Meeks	High School / Middle School	Supplemental
110	Track, Hs Varsity Assistant Coach	Sara Lee	High School / Middle School	Supplemental
111	Track, Hs Varsity Head Coach	Michael Garberich	High School / Middle School	Supplemental
112	Track, Ms Assistant Coach	Ellen Brouhard	High School / Middle School	Supplemental
113	Track, Ms Assistant Coach	Jason Mattern	High School / Middle School	Supplemental
114	Track, Ms Head Coach	Olivia Tincher	High School / Middle School	Supplemental
115	Volleyball, Hs Freshman Coach	Kyla Greenwood	High School / Middle School	Supplemental
116	Volleyball, Hs Varsity Assistant Coach	Kara Lucas	High School / Middle School	Supplemental
117	Volleyball, Hs Varsity Head Coach	Elizabeth Avery	High School / Middle School	Supplemental
118	Volleyball, Ms Assistant Coach	Olivia Tincher	High School / Middle School	Supplemental
119	Volleyball, Ms Head Coach	Christa Kusmierczyk	High School / Middle School	Supplemental
120	Weightroom Monitor [Spring]	Rex Plymale	High School / Middle School	Supplemental
121	Weightroom Monitor [Summer]	Richard Meeks	High School / Middle School	Supplemental
122	Weightroom Monitor [Winter]	Richard Meeks	High School / Middle School	Supplemental
123	Wrestling, Hs Varsity Assistant Coach	Steve Sexton	High School / Middle School	Supplemental
124	Wrestling, Hs Varsity Head Coach	Jake Mershon	High School / Middle School	Supplemental
125	Wrestling, Ms Assistant Coach	James Matthews	High School / Middle School	Supplemental
126	Wrestling, Ms Head Coach	Luke Matthews	High School / Middle School	Supplemental
127	Yearbook, Hs Advisor	Erin Delk	High School / Middle School	Supplemental
128	Yearbook, Hs Advisor	Whitney Adams	High School / Middle School	Supplemental

EXHIBIT B

Memorandum of Understanding
between the
Clark-Shawnee Local Board of Education
and the
Clark-Shawnee Local Education Association

This Memorandum of Understanding ("MOU") is entered into by and between the Clark-Shawnee Local Board of Education ("the Board") and the Clark-Shawnee Local Education Association ("the Association") (collectively, "Parties") on this 15th day of March, 2022 for the purpose of documenting agreement between the Parties to a one-time only, temporary amendment to the provisions of Article XLV, College Credit Plus, of the Parties' negotiated Contractual Agreement(s) (effective July 1, 2019 through June 30, 2022) ("Contractual Agreements"). The Parties agree that this MOU shall be effective for the 2021-2022 contract year only, and that this MOU will automatically expire with no further action necessary by the Parties on the last day of the 2021-2022 contract year. Upon expiration, this MOU shall have no further force or effect.

WHEREAS, the Parties have received notification from the college institutions with whom the District has an agreement to provide students of the District with college credit plus courses for the 2021-2022 school year, that the college institutions now require teachers of college credit plus courses to submit original transcripts directly to the college instruction for which the teachers are teaching college credit plus courses;

WHEREAS, this change represents an additional, unforeseen cost to teachers in the District who teach college credit plus courses for the 2021-2022 school year;

WHEREAS, the negotiated language of Article XLV of the Contractual Agreements does not address teachers of college credit plus courses being required to provide original transcripts directly to the college institutions for which teachers teach college credit plus courses, and accordingly Article XLV of the Contractual Agreements does not address the issue of the cost of providing such original transcripts;

WHEREAS, the Parties mutually desire to hold teachers of college credit plus courses harmless from this additional, unforeseen cost for the 2021-2022 contract year;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. For the 2021-2022 contract year, any teacher who teaches college credit plus courses who is required by the college institution for which they teach college credit plus courses to provide an original transcript, and who provides an original transcript to the college institution, shall be reimbursed by the Board for the actual cost of the original transcript. This applies to any and all original transcripts required by the college institution during the 2021-2022 contract year;
2. In order to receive the reimbursement referenced in paragraph 1 above, the teacher must provide written proof of the actual cost of the original transcript, and written proof of the method of payment of the actual cost of the original transcript, to the Treasurer;

3. Following the receipt of the documentation described in paragraph 2 above, the Treasurer will issue reimbursement to the teacher within a timely manner;
4. The provisions of this MOU are a one-time only exception to the negotiated language in Article XLV of the Parties' Contractual Agreements, for the purpose of holding college credit plus teachers harmless for this additional and unforeseen expense for the 2021-2022 contract year only;
5. This Memorandum of Understanding is a one-time agreement only, and shall not constitute any form of precedent or past practice between the Parties;
6. This Memorandum of Understanding shall not impact the Contractual Agreements between the Parties in any other way.

IN WITNESS WHEREOF this Memorandum of Understanding is entered into voluntarily by its parties on this the 15th day of March, 2022.

CLARK-SHAWNEE LOCAL
BOARD OF EDUCATION

CLARK-SHAWNEE LOCAL
EDUCATION ASSOCIATION

EXHIBIT C



SERVICE PROVIDER CONTRACT MANAGED INTERNAL BROADBAND SERVICES

Contract Number: MV-2023-CS-MIBS

SPIN: 143025801

Allowable Contract Date: 3-8-2022

Entity Number: 129991

470 Form Number: 220019005

This agreement for the provision of managed internal broadband service ("Agreement") is entered into as of this 8th day of March 2022, by and between **Miami Valley Educational Computer Association** ("Provider") and **Clark-Shawnee Local School District** ("Customer"), as verified by the signatures on the signature page below.

RECITALS

WHEREAS, Provider is a regional educational center organized by the State of Ohio to provide communications and other technology services, and;

WHEREAS, the Customer is an educational entity in the State of Ohio, and;

WHEREAS, the Provider through its technology center desires to provide to Customer and Customer desires to secure from Providers the services detailed in this Agreement;

TERMS

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound, agrees as follows:

I. DEFINITIONS:

As used in this Agreement the following terms shall be defined as follows:

"Services" shall mean all of the duties and ministrations pursuant to Article III and Exhibit A of this Agreement.

"User" shall mean a school or person authorized by a school to make use of the data services or equipment secured by Customer from Provider by this Agreement.

II. TERM AND RENEWAL

This Agreement shall be for the period beginning July 1, 2022 and ending June 30, 2026.

III. SERVICE

Provider shall furnish to Customer a managed internal broadband service for the lease, installation, operation, management, and monitoring of eligible broadband internal connections components, including initial design configuration and integration of the wireless network as further described in attached Schedule 1.

IV. CHARGES AND PAYMENT

Customer agrees to be solely responsible to Provider for all charges associated with the Services throughout the period of the Agreement regardless of the availability and/receipt of E-rate funding. Charges for the Services provided under this Agreement will be billed to Customer on a semi-annual basis.

Payment of all invoices for Services provided by Provider under this Agreement shall be due and payable within 30 days of the invoice date. Late payments shall be subject to a service charge of one and one half percent (1 1/2%) of any and all unpaid balance per month unless expressly waived by the Provider in writing. Provider may, at its sole discretion, terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for enforcement of payment. If the Provider suspends Services to Customer pursuant to this Section, Provider reserves the right to charge Customer a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to any other amounts owed to Provider by Customer.

V. WARRANTIES AND LIMITATIONS ON LIABILITY AND INDEMNIFICATION

- A. Provider shall not be liable for any damages incurred as a result of the errors, omissions or negligence of Customer, its personnel, employees, agents or users. Provider shall not be liable for failure to perform if such failure is caused by acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances, failure of a utility or utility type service which is essential to the Provider's Service or other event(s) not reasonably within the control of the Provider.
- B. Customer may utilize the Services provided for educational and educational administrative related activities only on its premises. Customer acknowledges that its access may be through a shared Internet network to the extent permitted by law. Where the Services provided include access to the Internet networks,

Provider does not warrant that the functions of the Internet network will meet any specific Customer or user requirements, or that Services provided will be error-free or uninterrupted; nor shall Provider be liable for any actual damages or any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the Provider Services by Customer or its users. Further, Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Provider and that, therefore, Customer will make no claim against Provider for the Internet service uses, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Unless special arrangements are made and appended to this Agreement, Provider will not routinely monitor Customer's activities or pupil access to any of the interconnected systems. Any filters or screening devices are limited to those in existence at the date of this Agreement or for which Provider subsequently installs. Provider is not under any duty to install or modify filters or screening programs. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems. Customer understands and agrees that the Internet, by its nature, is an open portal of content and material, some of which may be inappropriate for school-aged students.

- C. To the extent that Customer, either directly or through its agents, permits student access to the interconnected computer system(s) of the Internet through Provider's Services, Customer assumes full responsibility and agrees to hold Provider harmless for any and all access to and usage of information contained on the interconnected computer system(s) of the Internet.
- D. CUSTOMER AGREES TO INDEMNIFY AND HOLD PROVIDER, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSES AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT AND OTHER INTELLECTUAL PROPERTY CLAIMS, SUSTAINED BY ANY PERSON BY REASON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF PROVIDER'S NETWORK.
- E. Provider reserves the right to discontinue Customer's access to the Provider's Service and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of the State Board of Education or any other state or federal agency; or in violation of this Agreement; or violate state or federal law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a

- joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Provider's network and public networks including unauthorized access to the Internet.
- F. Customer understands and agrees that Provider shall have no responsibility for the accessing or transmitting of offensive or unlawful information by Customer or Customer's users, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which Provider's Service is used.
 - G. Although Provider does not have a duty to monitor Customer or its Users' transmissions, it shall not be prohibited from so monitoring.
 - H. Provider makes no representations to Customer regarding accessibility of the Service by end-user devices. Customer acknowledges that certain end-user devices may not be compatible with the Service.
 - I. Customer understands and agrees that use of the Service by Customer is subject to the terms, conditions, privacy policies, and acceptable use policy of Provider.

VI. PROPERTY

- A. All written procedures and similar items utilized or developed in connection with this Agreement are the property of Provider. Customer hereby waives any rights whatsoever with respect to the property of Provider.
- B. All Provider-owned equipment ("Service Equipment") shall irrevocably and under all circumstances remain with Provider and its designee, and Customer will protect Provider's rights, title and interest therein against all persons. Customer's interest in the Services and Service Equipment is limited to possession and use thereof on the premises.

VII. CONFIDENTIALITY OF INFORMATION

- A. Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.
- B. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- C. Except as required by law, Customer agrees not to disclose any information or documentation obtained from Provider.

VIII. NOTICES

- A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Provider:

Name: Miami Valley Educational Computer Association
Address: 888 Dayton Street, Suite 102
City/State/Zip: Yellow Springs Oh, 45387
Phone: 937-767-1468
Facsimile: 937-767-1793

2. If to Customer:

Name: Clark-Shawnee Local School District
Address: 3680 Selma Road
City/State/Zip: Springfield, Ohio 45502
Phone: 937-328-5378
Facsimile: 937-328-5379

IX. GENERAL PROVISIONS

- A. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.
- B. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.

- C. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- D. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
- E. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- F. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.
- G. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- H. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine and neuter genders include one another.
- I. **Compliance with Law.** Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
- J. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and

obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of Customer and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER:

Signature of Officer or Manager for the Customer

Date

Printed name of Officer or Manager for Customer

Signature of School Board President (Public Schools Only)

Date

PROVIDER:

Miami Valley Educational Computer Association

Printed name of Provider

Signature of Officer or Manager for the Provider

Date

Thor Sage

Printed name of Officer or Manager for the Provider

EXHIBIT A

MANAGED INTERNAL BROADBAND SERVICES

This exhibit is hereby made part of the Managed Internal Broadband Agreement (the "Agreement") entered between Miami Valley Educational Computer Association ("Provider") and Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

Services will be rendered for the period of the Agreement, unless otherwise stated below. Any additional services will be billed monthly as incurred.

Services

The Services provided and their attendant costs are set forth on Schedule 1 attached hereto and incorporated herein by reference.

Additional Charges

No additional charges will apply.

Provider's Obligations

Provider will provide sufficient training of Customer's personnel to permit Customer to perform all functions and procedures associated with the Managed Internal Broadband Service as desired.

Provider will plan and coordinate all activities incidental to the implementation of the Managed Internal Broadband Service.

Provider will own and assume all responsibilities for the equipment and facilities which provide physical Internet access.

Provider will assume all responsibilities for all local area networks (LAN) connected to an Internet access connection. These responsibilities include, but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.

Customer's Obligations

Customer will provide surge suppression for all devices either directly or indirectly connected to the Internet access connection. The surge suppression must meet ULI449 rating.

Customer will make its personnel and records available to the extent necessary to facilitate the planning, training and implementation process of the Internet access connection.

Customer will provide Provider with appropriate and sufficient space and electrical power to facilitate the Internet access connection installation.

Customer agrees not to resell any services provided by Provider.

CUSTOMER:

PROVIDER:

Signature

Signature of Director

Print Name and Title

Thor Sage
Print Name

Signature

Print Name and Title

SCHEDULE 1

This schedule is hereby made part of the Managed Internal Broadband Service Agreement (the "Agreement") entered into between MVECA ("Provider") and Customer on March 8, 2022, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

District agrees to complete a structured wiring project prior to installation of the Service by Provider if deemed necessary.

Provider will render the Service utilizing a minimum of **139** wireless access points for the duration of the Agreement.

MR42-HW – Meraki Access Point	24
MR44-HW – Meraki Access Point	107
MR46-HW – Meraki Access Point	8
C9200L-48PXG4X-EDU PoE Switch	8
C9200L-24PXG4X-EDU PoE Switch	7
SFP-10G-LRM= - Optical transceiver	22

Increases to coverage and density of the wireless access are available at \$300 per year for each wireless access point.

Provider will render the Service utilizing a minimum of **15** network switches that will support multi-gig applications and 10GB connectivity between all network equipment locations for the duration of the Agreement. Increases to coverage are available at \$35 per month for each additional network node. Service will include complete support, monitoring, and all ongoing configuration changes and equipment replacement as needed or requested by the customer.

The minimum charges and service levels for the Service, based on a four (4) year contract are indicated below:

Ongoing Service (annual charge)	\$ 33,120.00
Installation/configuration/switch hardware (one time cost)	\$ 83,971.31
Total year one charges	\$ 117,091.31

As a reminder, this agreement is not contingent upon approval of E-Rate funding. Customer agrees to obtain approval from Provider for any changes to associated network hardware.

Agreement Year Two estimated total cost =	\$ 33,120.00
Agreement Year Three estimated total cost =	\$ 33,120.00
Agreement Year Four estimated total cost =	\$ 33,120.00

Thor Sage, Executive Director
MVECA

Date: _____

Acceptance: _____

Signature for School/District

Name/Title

Date

Appendix 1 – New Network Equipment Detail

Part Number	Description	Qty
C9200L-48PXG4X-EDU	Catalyst 9200L 48-p, 12xmGig, 36x1G, 4x10G uplinks, K12	4
C9200L-NW-E-48	C9200L Network Essentials, 48-port license	4
CAB-TA-NA	North America AC Type A Power Cable	4
C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	4
C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	4
NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	4
C9200L-48PXG4X-EDU	Catalyst 9200L 48-p, 12xmGig, 36x1G, 4x10G uplinks, K12	4
C9200L-NW-E-48	C9200L Network Essentials, 48-port license	4
CAB-TA-NA	North America AC Type A Power Cable	4
C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	4
C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	4
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	4
STACK-T4-50CM	50CM Type 4 Stacking Cable	4
NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	4
C9200L-24PXG4X-EDU	Catalyst 9200L 24-p, 8xmGig, 16x1G, 4x10G uplinks, K12	3
C9200L-NW-E-24	C9200L Network Essentials, 24-port license	3
CAB-TA-NA	North America AC Type A Power Cable	3
C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	3
C9200L-DNA-E-24-3Y	C9200L Cisco DNA Essentials, 24-port, 3 Year Term license	3
NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	3
C9200L-24PXG4X-EDU	Catalyst 9200L 24-p, 8xmGig, 16x1G, 4x10G uplinks, K12	4
C9200L-NW-E-24	C9200L Network Essentials, 24-port license	4
CAB-TA-NA	North America AC Type A Power Cable	4
C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	4
C9200L-DNA-E-24-3Y	C9200L Cisco DNA Essentials, 24-port, 3 Year Term license	4
NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	4
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	4
STACK-T4-50CM	50CM Type 4 Stacking Cable	4
SFP-10G-LRM=	10GBASE-LRM SFP Module	22