

April 18, 2023

The Clark-Shawnee Local Board of Education met in a regular session on April 18, 2023, at Shawnee Middle School and High School, 1675 E Possum Rd, Springfield, OH 45502. The meeting was called to order at 6:30 p.m. by President DeHart.

Those answering the roll by Mr. Faulknerr:

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 (2023-1359)

Mr. Galbreath moved to accept the agenda and addendum.

Mrs. Pierce Seconded the motion.

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

The President declared the motion carried.

REQUESTS AND CONCERNS OF THE GENERAL PUBLIC

None

Public Hearing to Revise the 2023-2024 District Calendar. See Exhibit A.

ACCEPTANCE OF CONSENT CALENDAR – FINANCIAL (2023 - 1360)

Mrs. Pierce 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. Fund Transfer

Permission to transfer \$327,824.00 from Fund 001-0000 to Fund 003-0000

Dr. Page Seconded the motion.

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

ACCEPTANCE OF CONSENT CALENDAR – PERSONNEL (2023-1361)

Mrs. Garrett moved to approve the following:

Resignations

Support Staff

To accept Mrs. Nancy Holt, Latchkey Aide, letter of resignation effective at the end of the 2022-2023 school year.

Employment

Contract Renewals—Administrative

<u>Administrator/Supervisor</u>	<u>Current Contract</u> <u>(Expiring)</u>	<u>Contract Eligibility</u> <u>(Proposed)</u>
Mrs. Kelly Blazer	2 of 2	2-year
Mr. Brian Masser	3 of 3	4-year
Mr. Jacob Mattern	3 of 3	3-year
Mrs. Megan Mellot	3 of 3	3-year
Mr. Steve Tincher	3 of 3	3-year
Mr. Dennis Williams	3 of 3	3-year

Certified

To employ Mrs. Megan Morrison as Teacher for the 2023-2024 school year. [Current Assignment: Shawnee ES]

Contract Amendment

To amend the contract of Ms. Erin Landis [Cook at Shawnee MS/HS] to 6 hours per day for the remainder of the contract year effective April 10, 2023.

Non-Paid Leave

To approve Miss Abigail Burr's, Teacher at Shawnee ES, request for one-half day of non-paid leave on April 11, 2023.

To approve Miss Nyah Pierce's, Teacher at Shawnee MS, request for one day of non-paid leave on March 9, 2023.

To approve Mrs. Melinda Shong's, Counselor at Shawnee HS, request to amend her non-paid leave, approved March 21, 2023, with a return to work date of June 8, 2023.

To approve Mrs. Melissa Windle's, Aide at Shawnee ES, request for one day of non-paid leave on March 27, 2023.

Mr. Galbreath seconded the motion.

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

ACCEPTANCE OF CONSENT CALENDAR – MISCELLANEOUS (2023-1362)

Dr. Page moved to approve the following:

Curriculum Adoption

To approve Mr. Kyle Phelps', Campus Principal of Shawnee ES, request for permission to adopt Larson's Big Ideas: Math & YOU as the mathematics curriculum for grades K-5.

Trip Proposal–Power of the Pen State Tournament

Mr. Adam Billet, Shawnee MS Principal, is requesting permission for an overnight trip for qualifying students to attend the Power of the Pen State Tournament on May 18-19, 2023 in Ashland, OH. [Reference Exhibit B].

Ohio High School Athletic Association Membership

The Board of Education is required to pass an annual resolution to authorize membership in the Ohio High School Athletic Association.

GAAP Report Preparation

To approve Mr. Thomas Faulkner's, Treasurer, request for the service of Carol M. Riggle, CPA to perform the annual GAAP report at a cost of \$6,500.00.

Program Participation Approval

IDEA-B & Early Childhood IDEA

IDEA-B and Early Childhood IDEA money comes to our district as a result of the number of handicapped students enrolled. These funds are used to pay for excess

costs associated with educating these children. A proposal will be submitted to the State Department of Education for participation in this program.

Title I

Title I money comes to our district as a result of the number of economically disadvantaged students enrolled in the district. These funds are used for reading remediation and a math coach in grades K through four.

Title II-A

Title II-A money comes to the district as a result of the number of economically disadvantaged students enrolled in the district and student enrollment. These funds are used to hire additional teachers to reduce class sizes and for school improvement initiatives.

Memorandums of Understanding

To approve Mr. Brian Kuhn's, Superintendent, recommendation for the approval of a Memorandum of Understanding with the Clark-Shawnee Local Education Association for the purpose of compensating the 2022-2023 Fall Drama Advisor. [Reference Exhibit C].

To approve Mr. Brian Kuhn's, Superintendent, recommendation for the approval of a Memorandum of Understanding with the Clark-Shawnee Local Education Association for the purpose of compensating the 2022-2023 Fall Drama Assistant Advisor. [Reference Exhibit D].

Mrs. Pierce seconded the motion.

Ayes: Galbreath, Garrett, Pierce Page, DeHart.

RESOLUTION EXPRESSING CLARK-SHAWNEE LOCAL SCHOOL BOARD SUPPORT TO FULFILL OHIO'S CONSTITUTIONAL MANDATE TO FUND A THOROUGH AND EFFICIENT PUBLIC SCHOOL SYSTEM (2023-1363)

Mrs. Pierce moved to approve the following:

Resolution Expressing Clark-Shawnee Local School Board Support to Fulfill Ohio's Constitutional Mandate to Fund a Thorough and Efficient Public School System

WHEREAS, the Ohio Constitution requires the General Assembly to provide enough funding to secure a "thorough and efficient system of common schools throughout the State."; and

WHEREAS, a group of school superintendents and treasurers led by State Representatives Robert Cupp and John Patterson developed the Fair School Funding Plan that included several recommendations to meet the Constitutional mandate; and

WHEREAS, the 134th Ohio General Assembly passed into law a six-year phase-in of the Fair School Funding Plan and appropriated funding, which amounted to one-third of the cost of full implementation of the plan; and

WHEREAS, the legislation implementing the phased-in Fair School Funding Plan did not include the recommended funding for economically disadvantaged students and the proposed study of the cost of educating economically disadvantaged students called for in the Fair School Funding Plan; and

WHEREAS, Governor DeWine proposed a current biennial budget that continues to phase in the funding of the Fair School Funding Plan but uses FY2018 data inputs to determine base cost funding and does not include the recommended study of the cost of educating economically disadvantaged students; and

WHEREAS, Ohio's current fiscal position is one of tremendous strength as verified by a recent contribution to the Budget Stabilization Fund of \$727 million, and Ohio state tax revenues continue to exceed expenditures for the current fiscal year, positioning the State to have a projected budget surplus after the year over \$5 billion; and

WHEREAS, the 135th Ohio General Assembly has introduced proposed legislation creating a Backpack Scholarship Program (House Bill 11) and a voucher program for chartered non-public schools without income limits (Senate Bill 11), which significantly increases the number and availability of vouchers for students to attend private/parochial schools at the expense of the public taxpayer; and

WHEREAS, Ohio's non-partisan Legislative Service Commission has estimated the Backpack Scholarship Program will cost up to \$1.13 billion in FY2025 of the new biennial budget if all 185,400 newly eligible non-public students take a scholarship under House Bill 11 and \$528 million in each of FY 2024 and FY 2025 under Senate Bill 11; and

WHEREAS, such vouchers will be available to all families and students who have never attended Clark-Shawnee Local Schools or any other public school, and for whom state funding has never been provided to the Clark-Shawnee Local Schools or any other public school; and

WHEREAS, voucher programs have recently expanded in New Hampshire, Wisconsin, and Arizona and students who have never attended a public school now comprise more than 75% of the vouchers being used in each of the aforementioned states; and

WHEREAS, under a universal Backpack Scholarship Program, Ohio would be authorizing an excessive, and fiscally irresponsible, rebate/refund program that will subsidize families currently paying tuition at private schools as well as home-schooled students; and

WHEREAS, private/parochial schools accepting students with public tax vouchers would not be required to accept all students but would be permitted to retain their selective admission policies without enforcement of other laws applicable to public schools; and

WHEREAS, parents using the vouchers will exact far more tax dollars out of the system than they typically pay annually in property tax; and

WHEREAS, Ohio taxpayers and local communities will bear the brunt of having to subsidize parent choice for those parents who choose to never enroll their children in Ohio's quality public schools; and

WHEREAS, the 135th Ohio General Assembly has also introduced House Bill 1, proposed legislation that would make numerous changes to Ohio property taxes; and

WHEREAS, House Bill 1 would eliminate a property tax relief program, commonly referred to as the "10% rollback," on residential and agricultural property, which was instituted in 1972 at the same time that the state income tax was created. Eliminating the 10% rollback would automatically result in an unvoted tax increase of \$638 million dollars for residential and agricultural taxpayers as the state's failure to make these payments to Ohio's schools and local governments would require the payments be made instead by the local taxpayers; and

WHEREAS, in an attempt to offset the unvoted tax increase, House Bill 1 proposes to reduce the assessment percentage on residential, agricultural, business, and commercial property from 35% to 31.5%; and

WHEREAS, the revenue loss in the first year of implementation to Clark-Shawnee Local Schools would be approximately \$494,552 and would cost Clark-Shawnee Local Schools' residential taxpayers approximately \$277,851 due to the application of the H.B. 920 reduction factors; now, therefore, be it

RESOLVED, by the Clark-Shawnee Local Schools Board of Education that this Board reaffirms its commitment to free accessible public schools which are adequately and equitably funded to guarantee a comparable education for ALL children; and be it further

RESOLVED, that this Board opposes House Bill 11, Senate Bill 11, and any funding programs, vouchers, educational savings accounts, or other plans that have the effect of diverting public tax dollars from public schools to private/parochial schools; and be it further

RESOLVED, that this Board opposes House Bill 1 and any plan for taxes that reduces funding from Ohio public schools and children; and be it further

RESOLVED, that this Board reaffirms its appreciation for the diversity of our community including those community members who are on a fixed income or otherwise cannot afford an increase in their property taxes and urges the Ohio legislature to focus on efforts to provide tax relief to those community members who most need it; and be it further

RESOLVED, that this Board requests that the Ohio General Assembly and the Governor of Ohio commit to fully funding the Fair School Funding Plan as it was initially recommended including current inputs and conducting the proposed study to determine the cost of educating economically disadvantaged children; and be it further

RESOLVED, that the Treasurer is authorized to deliver or cause to be delivered a certified copy of this Resolution to members of the Ohio House of Representatives and the Ohio State Senate (including House Speaker Jason Stephens; House Minority Leader Allison Russo; Senate President Matt Huffman; Senate Minority Leader Nickie Antonio, Representative Adam Bird, Chair of the House Primary and Secondary Education Committee; State Representative Phillip Robinson, Jr., Ranking Member of the House Primary and Secondary Education Committee; State Senator Andrew Brenner, Chair of the Senate Education Committee; State Senator Catherine Ingram, Ranking Member of the Senate Education Committee; State Representative Bill Roemer, Chair of the House Ways and Means Committee, State Representative Daniel Troy, Ranking Member of the House Ways and Means Committee, the entire Clark County delegation of the Ohio General Assembly); and to the office of Governor Mike DeWine; and be it further

RESOLVED, that this resolution shall be in full force and effect from and immediately after its adoption and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution; and be it further

RESOLVED, that it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this resolution were taken in an open meeting of this Board and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Dr. Page seconded the motion.

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

ADJOURNMENT


Mrs. Garrett moved to adjourn the meeting at 8:30 p.m.

Mr. Galbreath Seconded the motion.

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



President



Treasurer

173 Instruction Days
 1 Waiver Day
 5 In-Service Days
 2 Conf. Days
 3 Teacher Workdays
 184 Total Days

EXHIBIT A

PROPOSED EDITS

2023-2024

Clark-Shawnee Local District Calendar

M T W TH F

August, 2023

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
<21	<22	[23]	24	25
28	29	30	31	

September, 2023

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October, 2023

2	3	[4]	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	◇27
30	31			

November, 2023

		[1]	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December, 2023

				1
4	5	6	7	8
11	12	13	14	15
18	19	○20	21	22
25	26	27	28	29

Parent-Teacher Conferences

PreK & KDG: 11/9, 11/14, 3/7, & 3/12
 Grades 1-6: 10/12, 10/17, 2/8, & 2/13
 Grades 7-8: 9/28, 11/30, & 2/15
 Grades 9-12: 9/28 & 2/15

First Grading Period- Aug. 24 – Oct. 27

1st quarter – 45 days

Aug. 21-22 Teacher Workdays
 Aug. 23 Waiver Day
 Aug. 24 First Day of School for Students
 Sept. 4 Labor Day (No School)
 Oct. 4 In-Service Day

Second Grading Period- Oct. 30 - Jan. 12

2nd quarter – 40 days 1st semester- 85 days

Nov. 1 In-Service Day
 Nov. 20-21 Conf. Make-up Days-No School
 Nov. 22-24 Thanksgiving Break
 Dec. 20 Early Release Day
 Dec. 21-Jan. 2 Christmas Break
 Jan. 12 End of 1st Semester

Third Grading Period- Jan. 16 – March 22

3rd quarter – 45 days

Jan. 15 MLK Day (No School)
 Jan. 24 In-Service Day
 Feb. 14 In-Service Day
 Feb. 19 Presidents Day (No School)
 March 13 In-Service Day

Fourth Grading Period- March 26 – May 30

4th quarter – 43 days 2nd semester- 88 days

March 25-29 Spring Break
 May 27 Memorial Day—No School
 May 30 Last Student Day/Early Release
 May 31 Teacher workday

— First/Last Day for Student
 ◇ End of Grading Period
 [] Virtual/Waiver Day
 ○ Early Release Day
 □ No School
 < Teacher Workday – no school for students

If 5 calamity days are used, time will be made up as follows:

- 3 Virtual Learning Days
- Days may be added to the end of the school year

M T W TH F

January, 2024

1	2	3	4	5
8	9	10	11	◇12
15	16	17	18	19
22	23	[24]	25	26
29	30	31		

February, 2024

			1	2
5	6	7	8	9
12	13	[14]	15	16
19	20	21	22	23
26	27	28	29	

March, 2024

				1
4	5	6	7	8
11	12	[13]	14	15
18	19	20	21	◇22
25	26	27	28	29

April, 2024

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May, 2024

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	○30	<31

June, 2024

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28



Brian Kuhn <brian.kuhn@cslocal.org>

Power of the Pen State Tournament Details

1 message

Darcy Leis <darcy.leis@cslocal.org>

Mon, Apr 17, 2023 at 7:50 AM

To: Brian Kuhn <brian.kuhn@cslocal.org>

Cc: Tom Faulkner <tom.faulkner@cslocal.org>, Adam Billet <adam.billet@cslocal.org>, TERRY JANSSEN <terry.janssen@cslocal.org>

Good morning!

Below are the requested details about the Power of the Pen State Tournament (May 18-19):

First, I believe we are supposed to request permission for our overnight trip; we are hoping to be granted this permission again this year (see attached schedule for details). Terry Janssen and I are attending as coaches, and we will drive up together or separately. We will not be transporting any students. We would like to ask for permission not to use school transportation for this trip.

Other people in attendance: Katie Ault (8th grade writer) and her mom Peggy Ault, Reese Chilcote (8th grade writer) and her mom Nicole Chilcote, Maria Benoy (7th grade writer) and her mom Sara Benoy, and Madilynn Miller (7th grade writer) and her mom Nicki Miller.

The moms are driving their children, and it is my understanding that Maria Benoy is riding up with the Chilcote family and then meeting up with her mom (and dad, too, I think) later on Thursday. The Chilcote and Benoy families made these arrangements.

Each family elected to get their own hotel room, so the only hotel cost to the school this year would be the room that Terry and I are sharing at the Quality Inn Ashland. Each child will room with her own parents unless the parents and children make other arrangements among themselves with full parental permission.

As for supervision, on Thursday, students will be with their parents only or with their parents and Terry and/or me. The only exception might be that we like to have a quick team meeting on Thursday night to review the details and go over some reminders and strategies. Often, the parents do not attend this meeting. The meeting would include Terry, me, and all four writers, ideally. If students attend a social event or workshop on Thursday, at least one of the coaches or chaperones will also be at the event as well.

On Friday, students will be with their parents and Terry and/or me until they are dismissed to the writing rounds after the opening assembly. During writing rounds, students are in academic buildings on campus, and there are hundreds of teachers serving as judges across campus; there are many, many responsible adults supervising writing areas.

After the writing rounds, students will meet up with our chaperones (at least two of them) and head to lunch while Terry finishes judging and I finish organizing and supervising the tournament's student volunteers. As soon as possible, we will all be back together for the afternoon assembly to hear author Justin A. Reynolds (former Power of the Pen writer!) speak.

After this point, chaperones, students, and teachers/coaches will be together as much as possible; students will not be unsupervised by one of us unless they qualify for the fourth round of writing; then, that/those writer(s) would again be without a Clark-Shawnee chaperone during the writing round but meet back up with one of us immediately following the writing round.

I have submitted a requisition for the \$85 per writer registration fee, and I have also asked the district to pay for five lunch tickets (for the four writers and Terry Janssen) at \$20 each. Unfortunately, we have to order all lunch tickets at once when we register, so I had to include three additional lunch tickets (for the chaperones who wanted lunch) in the requisition, but that \$60 can be paid in cash or by credit card to the

district if this is permissible. I tried to pay the \$60 online directly to Power of the Pen to avoid this situation, but the site is not set up to accept partial payments as far as I can tell.

I am also attending the tournament in another official capacity as the program's Western Regional Director, so I am not asking for reimbursement for food or mileage. I'm hoping that the district will pay for the hotel room that Terry and I are sharing; if this is not permissible, please let me know, and I will pay for my half of the room.

Lastly, we have decided not to include any student volunteers on this year's trip. Because of all of the new details and adjustments, it seemed like an unwise choice, especially since this venue is new to us this year.

Thank you for your time!


-Darcy

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Shawnee Middle School
English Language Arts Teacher, Grade 7

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 **POP_Schedule 2023b.pdf**
100K



2023 POWER OF THE PEN STATE TOURNAMENT SCHEDULE OF EVENTS

Thursday, May 18

Arrival and Rooms/Meals Check-In	Convocation Center Lobby	2 to 8 p.m.
Merchandise Sales	Convocation Center, Heritage Room	2 to 10 p.m.
Creative Writing Workshop	Convocation Center, Alumni Room	4 p.m.
Creative Writing Workshop	Convocation Center, Alumni Room	5:15 p.m.
<i>Choose one session of the creative writing workshop; content is the same in both.</i>		
Building Monitors Meeting	Convocation Center, Faculty Room	4:30 p.m.
Runners' Orientation	Ronk Lecture Hall (Schar Room 138)	5:15 p.m.
Dinner	Convocation Center Dining Hall, Lower Entrance	5:30 to 7:15 p.m.
Book Signing and Book Sales	Convocation Center, Heritage Room	7 to 9 p.m.
Writing Team Registration	Convocation Center, Trustees Room	7 to 9 p.m.
DJ Dance	Convocation Center	7:30 to 10 p.m.

Friday, May 19

Breakfast	Convocation Center Dining Hall, Lower Entrance	6:30 to 8:30 a.m.
Meals Check-in	Convocation Center Lobby	6:30 to 8:45 a.m.
Writing Team Registration	Convocation Center, Trustees Room	7 to 8:45 a.m.
<i>Teams - with all writers and judges present - must be checked in by 8:45 a.m. in order to participate</i>		
Merchandise Sales	Convocation Center, Heritage Room	7 a.m. to 4:15 p.m.
Runners' Orientation	Ronk Lecture Hall (Schar Room 138)	8:30 a.m.
Opening Assembly	Convocation Center, Alumni Room	8:45 to 9:45 a.m.
Writing Rounds	Dauch, Schar, and Kettering	
	Round 1	10:10 to 10:45 a.m.
	Round 2	10:55 to 11:30 a.m.
	Round 3	11:40 a.m. to 12:15 p.m.
	All Ballots Due	1 p.m.
Lunch (Session 1)	Convocation Center Dining Hall, Lower Entrance	12:25 to 1:10 p.m.
Lunch (Session 2)	Convocation Center Dining Hall, Lower Entrance	1:10 to 2 p.m.
Book Signing and Book Sales	Convocation Center, Heritage Room	12:30 to 2 p.m.
Afternoon Keynote	Convocation Center Upper Level	2:20 to 3:00 p.m.
Announcement of Finalists	Convocation Center Upper Level	3 p.m.
Residence Hall Checkout/Return Keys & Swipe Cards	Convocation Center Lobby	3 to 7:15 p.m.
Book Signing and Book Sales	Convocation Center, Heritage Room	3:15 to 4:30 p.m.
Round 4	Dauch	3:30 to 4 p.m.
Awards Program	Convocation Center Upper Level	4:45 to 6:30 p.m.

Pick up writing and ballots in the back of the Convocation Center main room after the awards ceremony.

Teams that leave after 3 p.m. may go to Room 115 Dauch (the tabroom) to request that their take-home packets be mailed for a pre-paid fee. Packets will be transferred to the back of the Convocation Center main room by approximately 6 p.m. and must be picked up by 6:45 p.m.

Coaches of residence hall guests must turn in all keys and swipe cards at the designated table in the Convocation Center Lobby by 7:15 p.m. There is a \$35 fee for lost keys and a \$5 fee for lost swipe cards.

Times and locations are subject to change.

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 _____ day of _____, 2023 ("Effective Date") for the purpose of documenting agreement between the Parties modify the compensated as related to corresponding modified performance in duties of the position of _____ for the 2022-2023 school year under Article 29, Salary Schedules, Extra Duty Compensation Plan, of the Parties' negotiated Contractual Agreement(s) (effective July 1, 2022 through June 30, 2025) ("Contractual Agreements"). This MOU shall be effective for the 2022-2023 contract year only, and will automatically expire with no further action necessary by the Parties on the last day of the 2022-2023 contract year. Upon expiration, this MOU shall have no further force or effect.

WHEREAS, Article 29, Salary Schedules, Extra Duty Compensation Plan, of the Parties' Contractual Agreement(s) addresses the terms and conditions of employment pertaining to supplemental contract positions and compensation; and

WHEREAS, the supplemental contract position of Drama, Fall Advisor, is set forth in Article 29 of the Contractual Agreement(s); and

WHEREAS, pursuant to the compensation plan set forth in Article 29 of the Contractual Agreement(s), the supplemental contract position of Drama, Fall

Advisor, is to be paid at an indexed amount of .054 with 0-3 years experience, .058 with 4-7 years experience, and .062 with eight or more years experience; and

WHEREAS, the Board employs Association employee Brian Szekacs in the supplemental contract position of Drama, Fall Advisor, for the 2022-2023 school year; and

WHEREAS, under said supplemental contract position, Mr. Szekacs was to conduct a murder mystery dinner theater and a talent show as the two fall performances for the 2022-2023 school year; and

WHEREAS, due to unforeseen circumstances beyond the control of the Parties, Mr. Szekacs was only able to conduct the murder mystery dinner theater as the one performance for the 2022-2023 school year; and

WHEREAS, Article 29 of the Contractual Agreement(s) provides that "[c]ompensation for extra duty contract positions will only be paid if and when all job responsibilities for the extra duty position as described in the job description for the position have been performed," and

WHEREAS, the Parties have determined that Mr. Szekacs performed seventy-five percent (75%) of the duties for the Drama, Fall Advisor supplemental contract position for the 2022-2023 contract year, and have agreed to modify the terms and conditions of compensation for the position according to the terms of this Memorandum of Understanding;

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. Association employee Brian Szekacs will receive payment equal to seventy-five percent (75%) of the supplemental contract amount

issued to Mr. Szekacs for the position of Drama, Fall Advisor,
2022-2023 contract year;

2. The payment of the seventy-five percent (75%) of the supplemental contract amount for the position of Drama, Fall Advisor, for the 2022-2023 is based upon Mr. Szekacs performance of seventy-five percent (75%) of the duties for the position for the 2022-2023 contract year, in conducting the murder mystery dinner theater;
3. Payment of the seventy-five percent (75%) of the supplemental contract amount for the position of Drama, Fall Advisor, for the 2022-2023 contract year will be made in accordance with all other applicable provisions of the Parties' Contractual Agreement(s);
4. This Memorandum of Understanding is a one-time agreement only, to address the unforeseen and unique circumstances involved in the inability of Mr. Szekacs to fully perform all duties of the Drama, Fall Advisor, supplemental contract position for the 2022-2023 contract year, and accordingly this Memorandum of Understanding shall not constitute any form of precedent or past practice as between the Parties, and this Memorandum of Understanding shall have no binding effect on any other provision of the Parties' Contractual Agreement(s) other than as specifically set forth above;
5. This Memorandum of Understanding shall not impact the Contractual Agreement(s) between the Parties in any other way;

IN WITNESS WHEREOF this Memorandum of Understanding is entered into voluntarily by its parties on this the _____ day of _____, 2023 ("Effective Date").

CLARK-SHAWNEE LOCAL
BOARD OF EDUCATION

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 _____ day of _____, 2023 ("Effective Date") for the purpose of documenting agreement between the Parties modify the compensated as related to corresponding modified performance in duties of the position of _____ for the 2022-2023 school year under Article 29, Salary Schedules, Extra Duty Compensation Plan, of the Parties' negotiated Contractual Agreement(s) (effective July 1, 2022 through June 30, 2025) ("Contractual Agreements"). This MOU shall be effective for the 2022-2023 contract year only, and will automatically expire with no further action necessary by the Parties on the last day of the 2022-2023 contract year. Upon expiration, this MOU shall have no further force or effect.

WHEREAS, Article 29, Salary Schedules, Extra Duty Compensation Plan, of the Parties' Contractual Agreement(s) addresses the terms and conditions of employment pertaining to supplemental contract positions and compensation; and

WHEREAS, the supplemental contract position of Drama, Fall Advisor Assistant, is set forth in Article 29 of the Contractual Agreement(s); and

WHEREAS, pursuant to the compensation plan set forth in Article 29 of the Contractual Agreement(s), the supplemental contract position of Drama, Fall Advisor Assistant, is to be paid at an indexed amount of .023 with 0-3 years

experience, .025 with 4-7 years experience, and .027 with eight or more years experience; and

WHEREAS, the Board employs Association employee Beth Szekacs in the supplemental contract position of Drama, Fall Advisor Assistant, for the 2022-2023 school year; and

WHEREAS, under said supplemental contract position, Mrs. Szekacs was to conduct a murder mystery dinner theater and a talent show as the two fall performances for the 2022-2023 school year; and

WHEREAS, due to unforeseen circumstances beyond the control of the Parties, Mrs. Szekacs was only able to conduct the murder mystery dinner theater as the one performance for the 2022-2023 school year; and

WHEREAS, Article 29 of the Contractual Agreement(s) provides that "[c]ompensation for extra duty contract positions will only be paid if and when all job responsibilities for the extra duty position as described in the job description for the position have been performed," and

WHEREAS, the Parties have determined that Mrs. Szekacs performed seventy-five percent (75%) of the duties for the Drama, Fall Advisor Assistant supplemental contract position for the 2022-2023 contract year, and have agreed to modify the terms and conditions of compensation for the position according to the terms of this Memorandum of Understanding;

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. Association employee Beeth Szekacs will receive payment equal to seventy-five percent (75%) of the supplemental contract amount

issued to Mrs. Szekacs for the position of Drama, Fall Advisor Assistant, 2022-2023 contract year;

2. The payment of the seventy-five percent (75%) of the supplemental contract amount for the position of Drama, Fall Advisor Assistant, for the 2022-2023 is based upon Mrs. Szekacs performance of seventy-five percent (75%) of the duties for the position for the 2022-2023 contract year, in conducting the murder mystery dinner theater;
3. Payment of the seventy-five percent (75%) of the supplemental contract amount for the position of Drama, Fall Advisor Assistant, for the 2022-2023 contract year will be made in accordance with all other applicable provisions of the Parties' Contractual Agreement(s);
4. This Memorandum of Understanding is a one-time agreement only, to address the unforeseen and unique circumstances involved in the inability of Mrs. Szekacs to fully perform all duties of the Drama, Fall Advisor Assistant, supplemental contract position for the 2022-2023 contract year, and accordingly this Memorandum of Understanding shall not constitute any form of precedent or past practice as between the Parties, and this Memorandum of Understanding shall have no binding effect on any other provision of the Parties' Contractual Agreement(s) other than as specifically set forth above;
5. This Memorandum of Understanding shall not impact the Contractual Agreement(s) between the Parties in any other way;

IN WITNESS WHEREOF this Memorandum of Understanding is entered into voluntarily by its parties on this the _____ day of _____, 2023 ("Effective Date").

CLARK-SHAWNEE LOCAL
BOARD OF EDUCATION

CLARK-SHAWNEE LOCAL
EDUCATION ASSOCIATION
