

**June 7, 2023**

The Clark-Shawnee Local Board of Education met in a special session on June 7, 2023, at Clark-Shawnee Local Administrative Office Building at 3680 Selma Road, Springfield, Ohio, 45502, The meeting was called to order at 7:30 a.m. by President DeHart.

Those answering the roll by Mr. Faulkner:

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 (2023-1370)**

Mrs. Garrett moved to accept the agenda.  
Mrs. Pierce Seconded the motion.

Ayes: Pierce, Page, DeHart, Garrett.  
The President declared the motion carried.

**PERSONNEL ACTION ITEMS (2023 - 1371)**

Mrs. Pierce moved to approve the following:

**Employment–Administrative**

To employ Mrs. Christina Elliott as Shawnee Elementary Campus Principal on a three-year contract effective August 1, 2023 through July 31, 2026.

To employ Mrs. Christina Elliott as Shawnee Elementary Campus Principal for up to ten (10) transition days effective June 15, 2023 through July 31, 2023.

### **Employment–Certified**

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

To employ Mrs. Sarah Carter as Long-Term Substitute Teacher for the 2023-2024 school year. [Current Assignment: Shawnee HS/MS]

To employ Mr. Kevin Finch as Intervention Specialist for the 2023-2024 school year. [Current Assignment: Shawnee ES]

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

### **Employment–Support Staff**

To employ Mr. Vennis Williams, as Summer Maintenance Helper for both the 2022-2023 school year and the 2023-2024 school year.

### **Employment–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 Mrs. Brittany Sparks as Middle School Volleyball Coach for the 2023-2024 school year. Mrs. Sparks is a lay coach.

### **Resignations–Certified**

To accept Mrs. Alicyn Ashley, Teacher at Shawnee Elementary, letter of resignation effective at the end of the 2022-2023 contract year.

To accept Miss Abigail Burr, Intervention Specialist at Shawnee Elementary, letter of resignation effective at the end of the 2022-2023 contract year.

To accept Mrs. Kendall Hamilton, Art Teacher at Shawnee Elementary, letter of resignation effective at the end of the 2022-2023 contract year.

To accept Mr. Mark Myers, Teacher at Shawnee High School, letter of resignation for the purpose of retirement effective May 31, 2023.

## **Resignations–Support Staff**

To accept Mrs. Kimberly Pitstick, Aide at Shawnee Elementary, letter of resignation for the purpose of retirement effective at the end of the current contract year.

## **Non-Paid Leave**

To approve Mrs. Erin Delk, Teacher at Shawnee MS/HS, request for a non-paid leave of absence for the purpose of maternity/child care leave for the 2023-2024 contract year.

To approve Mrs. Kimberly Milliron, Secretary at Shawnee Elementary request for a half day of non paid leave on May 11, 2023.

Dr. Page Seconded the motion.

Ayes: Page, DeHart, Garrett, Pierce.

## **MEMORANDUM OF UNDERSTANDING – ARTICLE 44 (2023-1372)**

Mrs. Pierce moved to approve the following:

To approve a Memorandum of Understanding with the Clark-Shawnee Local Education Association regarding Article 44, Student Tuition Waiver.

Mrs. Garrett seconded the motion.

Ayes: DeHart, Garrett, Pierce, Page.

## **RESOLUTION TO RESCIND THE SALE OF DISTRICT-OWNED PROPERTY AT 3858 & 3825 OLD CLIFTON ROAD PREVIOUSLY APPROVED ON MARCH 15, 2023 AND AUTHORIZATION TO APPROVE THE SALE TO THE NEXT HIGHEST BIDDER (2023-1373)**

Mrs. Pierce moved to approve the following:

WHEREAS, pursuant to Ohio Revised Code Section 3313.41 as well as Clark-Shawnee Local School District Board of Education Policy 7300, Disposition of Real Property/Personal Property, the Board passed Resolution 2022-1294 on August 16, 2022, authorizing the disposal of vacant land owned by the Clark-Shawnee Local School District Board of Education (“Board”) [Clark County Auditor Parcel Nos. 300700025000046, 3000700025000047 & 3000700025000108, consisting of 5.335 gross acres, 0.14 acre right of way, and 5.190 net usual acres] located at 3858 Old Clifton Road and 3825 Old Clifton Road, Springfield, Ohio 45502 (hereinafter referred to as “Kindergarten Village Property”) by way of public auction; and

WHEREAS, pursuant to Resolution 2022-1294, and certified appraisal of the Kindergarten Village Property, which the Board caused to be prepared, the Board established the fair market value of the Kindergarten Village Property to be two hundred thousand dollars (\$200,000); and

WHEREAS, pursuant to Resolution 2022-1294, the Board authorized and approved the engagement of Liquidity Services Operations LLC dba GovDeals, Inc., as the licensed auctioneer of the Kindergarten Village Property, and to perform any and all responsibilities of a licensed auctioneer under Ohio Revised Code Chapter 4707 with respect to the public auction of the Kindergarten Village Property, pursuant to the terms of GovDeals, Inc., Memorandum of Understanding; and

WHEREAS, GovDeals, Inc., conducted the public auction of the Kindergarten Village Property, which such public auction concluded on March 15, 2023, with the final bid of one hundred ninety-six thousand five hundred dollars (\$196,500) for the Kindergarten Village Property; and

WHEREAS, on March 21, 2023, the Board passed Resolution 2023-1355, accepting the final bid of one hundred ninety-six thousand five hundred dollars (\$196,500) at public auction for the Kindergarten Village Property, and authorizing the Superintendent and Treasurer to engage in all activities required for the sale, closing and transfer of title to the successful bidder consistent with the Online Sale Terms and Conditions of the Memorandum of Understanding with GovDeals, Inc.; and

WHEREAS, the GovDeals, Inc., Memorandum of Understanding provides, in pertinent part, "[d]efault. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, Seller may exercise such rights and may pursue such remedies as are provided by law. **Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on GovDeals. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions"; and

WHEREAS, subsequent to the Board approving Resolution 2023-1355, both GovDeals, Inc., acting on behalf of the Board, as well as the Superintendent, made several attempts to contact the successful bidder of the Kindergarten Village Property, to conduct all activities required for the sale, closing and transfer of title, but were unsuccessful in making contact with the successful bidder; and

WHEREAS, pursuant to the Default provisions of the GovDeals, Inc., Memorandum of Understanding governing the terms of the public auction of the Kindergarten Village Property, the successful bidder is in default of the public auction terms for the Kindergarten Village Property; and

WHEREAS, the Board still intends to dispose of the Kindergarten Village Property in accordance with Resolution 2022-1294; and

WHEREAS, pursuant to the GovDeals, Inc., Memorandum of Understanding, GovDeals, Inc., maintains records of all bids received as part of the public auction of the Kindergarten Village Property, which public auction concluded on March 15, 2023; and

WHEREAS, according to the bid records maintained by GovDeals, Inc., as part of the public auction of the Kindergarten Village Property, which public auction concluded on March 15, 2023, the next highest bidder for the Kindergarten Village Property, with a bid in the amount of one hundred ninety-five thousand dollars (\$195,000) has confirmed intent to proceed with purchase of the Kindergarten Village Property in accordance with said bid;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Clark-Shawnee Local School District as follows:

1. The Board hereby rescinds Resolution 2023-1355 accepting the final bid of one hundred ninety-six thousand five hundred dollars (\$196,500) at public auction for the Kindergarten Village Property, due to the successful bidder's default pursuant to the provisions of the GovDeals, Inc., Memorandum of Understanding;
2. The Board accepts the next highest bid submitted by Ryan Harris, in the amount of one hundred ninety-five thousand dollars (\$195,000), for the purchase of the Kindergarten Village Property;
3. The Board hereby authorizes its Superintendent and Treasurer to engage in all necessary processes and to prepare such documentation as necessary to effectuate the sale, closing and transfer of title of the Kindergarten Village Property to Ryan Harris, forthwith, including the preparation of a purchase agreement to be presented to the Board for approval prior to closing and transfer of title;
4. The Board hereby authorizes its President and Treasurer to execute and deliver deeds and all other necessary instruments of conveyance for the sale, closing and transfer of title of the Kindergarten Village Property to Ryan Harris, in accordance with the provision set forth herein as well as in the purchase agreement to be prepared and presented to the Board for approval;

5. The Board hereby declares that if the public auction described herein is not successful in selling the Kindergarten Village Property, the Board reserves the right to sell such property at a private sale in accordance with the provisions of Ohio Revised Code Section 3313.41 and applicable Board Policies.

Mrs. Garrett seconded the motion.

Ayes: Dehart, Garrett, Pierce.

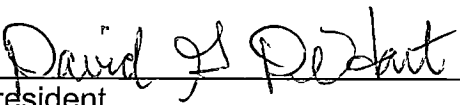
Nayes: Page.

### **ADJOURNMENT**

Mrs. Pierce moved to adjourn the meeting at 8:00 a.m.

Mrs. Garrett Seconded the motion.

Ayes: DeHart, Garrett, Pierce, Page.

  
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President

  
\_\_\_\_\_  
Treasurer

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 7th day of June, 2023 (“Effective Date”) for the purpose of documenting agreement between the Parties to modify the provisions of Article 44, Student Tuition Waiver, of the Parties’ negotiated Contractual Agreement(s) (effective July 1, 2022 through June 30, 2025) (“Contractual Agreements”) effective with the start of the 2023-2024 contract year (July 1, 2023), and continuing through the remaining term of the Contractual Agreements (June 30, 2025). This MOU will automatically expire with no further action necessary by the Parties on June 30, 2025. Upon expiration, this MOU shall have no further force or effect.

WHEREAS, Article 44, Student Tuition Waiver, of the Parties’ Contractual Agreement(s), provides in relevant part, that: “[s]hould non-resident children of bargaining unit members who are employed by the District after July 1, 2010, wish to enroll their children as students of the Clark-Shawnee Local School District, such enrollment shall be pursuant to the District’s open enrollment policy and guidelines;” and

WHEREAS, Article 44 of the Contractual Agreement(s) also provides, in relevant part, that: “[s]hould non-resident children of bargaining unit members reside in a district that does not participate in open enrollment as permitted under

Ohio law, and should class size not be an issue for purposes of enrollment of said children, said children shall be permitted to attend school in Clark-Shawnee Local School District tuition free;" and

WHEREAS, the Association has presented concerns on behalf of bargaining unit members regarding the application of the aforementioned language of Article 44 as applied to the possible enrollment options for children of bargaining unit members as a benefit of employment with the Board; and

WHEREAS, the Parties seek to address said concerns in as equitable a manner as possible, for the remaining two (2) years of the current Contractual Agreement(s), specifically for contract years 2023-2024 and 2024-2025; and

WHEREAS, the Parties have given careful thought and consideration to handling the concerns in as equitable a manner as possible, and have agreed to implement the terms set forth in this MOU for contract years 2023-2024 and 2024-2025, as a modification to the language set forth in Article 44 of the Contractual Agreement(s);

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Effective with the 2023-2024 contract year (July 1, 2023) and continuing through the expiration of the Contractual Agreement(s) (June 30, 2025), the terms set forth in Article 44 of the Contractual Agreement(s) as cited above herein will be modified as follows:
  - a. Should non-resident children of bargaining unit members who are employed by the District after July 1, 2010, wish to enroll their children as students of the Clark-Shawnee Local School District,

such enrollment shall be pursuant to the District's open enrollment policy and guidelines;

- b. Should the District's open enrollment process as set forth in the District's open enrollment policy and guidelines not be available as an option for non-resident children of bargaining unit members to enroll in the District for a given school year due to timing, capacity and/or balance limitations as set forth in the District's open enrollment policy and guidelines, then said children shall be permitted to attend school in Clark-Shawnee Local School District tuition free pursuant to the provisions of Ohio Revised Code Section 3313.64, provided that the student/teacher ratio provisions set forth in Ohio Administrative Code 3301-35-05 are maintained at all times in the District for the applicable school year of attendance, and provided that the delivery of services workload provisions set forth in Ohio Administrative Code 3301-51-09 are maintained at all times in the District for the applicable school year of attendance;
- c. The provisions set forth in sections 1a., and 1b., above, shall be followed and applied by bargaining unit members employed by the District after July 1, 2010, on an annual basis, for each school year in which such bargaining unit members seek to enroll their non-resident children in the District. To the extent a bargaining unit member employed by the District after July 1, 2010, seeks to

enroll their non-resident child in the District and the child has an IEP in place at the time enrollment is sought and/or accepted under the terms of this MOU, then the bargaining unit member agrees to consent to a change of placement for the child to align with the enrollment status of the child for the school year at issue.

2. The provisions of this MOU do not apply to non-resident children of bargaining unit members who are entering kindergarten in any school year.
3. All other provisions of Article 44 not cited in this MOU will remain in full force and effect.
4. All provisions of Board policy and guidelines on open enrollment will remain in full force and effect, and the provisions of Board policy and guidelines on open enrollment are not modified in any way by this MOU, including the provision in the Board's guidelines on open enrollment which states that the District shall not be required to institute any special education program solely for the purpose of serving open enrollment students.
5. This Memorandum of Understanding is a one-time agreement only, to address only the provisions of Article 44 of the Contractual Agreement(s) that are specifically cited above herein, and this Memorandum of Understanding shall not constitute any form of precedent or past practice between the Parties.

6. 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 7th day of June, 2023 ("Effective Date").

CLARK-SHAWNEE LOCAL  
BOARD OF EDUCATION

CLARK-SHAWNEE LOCAL  
EDUCATION ASSOCIATION

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