

CLARK-SHAWNEE LOCAL SCHOOL DISTRICT
Clark County, Ohio

BOARD OF EDUCATION MEETING

November 28, 2023

6:30 p.m.

Clark-Shawnee Local Administrative Offices

AGENDA

I. OPENING

- A. Call to Order**
- B. Roll Call**
- C. Pledge of Allegiance**
- D. Acceptance of Agenda**

II. REQUEST AND CONCERNS OF THE GENERAL PUBLIC

Reminders Concerning Public Participation

The Board welcomes and encourages the public to communicate with the Board on educational issues and school matters of community interest. The Board values public comment on such matters and seeks to provide the public with a meaningful opportunity to express points relative to such matters. Please note that the purpose of public participation is to give the public an opportunity to provide such comments, but the purpose is not for the Board to respond to any such comments. The Board will take all comments that are of an appropriate nature relative to educational issues and school matters of community interest under advisement and will respond in a manner the Board deems appropriate.

Please be advised that public participation may not be repetitive, obscene, and/or comments that constitute a true threat. Any such comments may be interrupted, warned, or terminated by the Board's presiding officer, and the Board's presiding officer may seek removal of any participant who does not observe reasonable decorum.

Also please be advised that public participation may not exceed three (3) minutes in length per participant. If you have a comment and/or question after the public participation period has closed, please submit your comment/question to the board in writing. Individuals desiring to participate in the public participation period must register on the sign-in sheet prior to the start of the meeting.

III. ROUNDTABLE

E. Career Technology Center Update

Mr. Ben Galbreath will update the Board of Education members on the activities of the Career Technology Center.

F. Assistant Superintendent Update

Mr. Brian Masser, Assistant Superintendent, will provide an update to the Board of Education.

G. Superintendent Update

Mr. Brian Kuhn, Superintendent, will provide an update to the Board of Education.

H. Public Hearing for 2024-2025 District Calendar

Mr. Brian Kuhn, Superintendent, will facilitate the public hearing for the 2024-2025 District Calendar.

Administrative Reports/Action Items

The following items have been reviewed by the board members prior to the meeting. Discussion will be limited, but board action is required.

IV. TREASURER'S REPORT

ACCEPTANCE OF CONSENT CALENDAR – FINANCIAL

Action by the Board of Education in "Acceptance of Consent Calendar" at this point of the agenda means that items I through N are adopted by one single motion unless a member of the Board or the Superintendent requests that any such item be removed from the "Consent Calendar" and voted upon separately.

- I. Signing of the Minutes of the Previous Meeting
- J. Treasurer's Report and Condition of the Funds
- K. Monthly Bills and Allowance of those that are in Order
- L. Appropriation Modification
- M. Five Year Forecast
- N. Hearing: IDEA Special Education Grant

V. LOCAL SUPERINTENDENT'S REPORT

ACCEPTANCE OF CONSENT CALENDAR – PERSONNEL

Action by the Board of Education in "Acceptance of Consent Calendar" at this point of the agenda means that items O through S are adopted by one single motion unless a member of the Board or the Superintendent requests that any such item be removed from the "Consent Calendar" and voted upon separately.

O. Resignation

Support Staff

Ms. Lynne Banion, Financial Secretary/Latchkey Coordinator, has submitted a letter of resignation effective November 10, 2023.

Mr. Steven Williams, Bus Driver, has submitted a letter of resignation effective December 8, 2023.

Recommendation: To accept the above resignations.

P. Employment

Additional Duty Certified

Mrs. Alicia Anstine as Kindergarten Grade Level Lead for the 2023-2024 school year.

Mrs. Andrea Gray as First Grade Level Lead for the 2023-2024 school year.

Mrs. Amy Haerr as Sixth Grade Level Lead for the 2023-2024 school year.

Mrs. Jane Hanson as Fourth Grade Level Lead for the 2023-2024 school year.

Mrs. Ashley Hill as Specials Lead for the 2023-2024 school year.

Mrs. Allison McClintick as Department Head, Special Education for the 2023-2024 school year.

Mrs. Wendy Shaffer as Second Grade Level Lead for the 2023-2024 school year.

Mrs. Molly Stitzel as Third Grade Level Lead for the 2023-2024 school year.

Mrs. Elizabeth Stokes as Special Education Lead for the 2023-2024 school year.

Mrs. Allison Williams as Fifth Grade Level Lead for the 2023-2024 school year.

Recommendation: To employ the above individuals provided all statutory requirements are met, i.e. certification, background checks, etc. and recommendations are found to be satisfactory.

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.

Miss Kaylee Cyphers as Basketball, HS Girls Assistant Coach for the 2023-2024 school year.

Recommendation: To employ the above individuals provided all statutory requirements are met, i.e. certification, background checks, etc. and recommendations are found to be satisfactory.

Substitutes

Mr. Darren Morrison as a Long-Term Substitute teacher for the 2023-2024 school year.

Mr. Steven Williams as Substitute Bus Driver for the 2023-2024 school year.

Recommendation: To employ the above individuals provided all statutory requirements are met, i.e. certification, background checks, etc. and recommendations are found to be satisfactory.

Volunteers

Mr. Jody Massie as Volunteer MS Basketball Coach for the 2023-2024 school year.

Recommendation: To employ the above individuals provided all statutory requirements are met, i.e. certification, background checks, etc. and recommendations are found to be satisfactory.

Q. Contract Amendments

To amend the bus driver, preschool bus driver, and bus aide contracted route times for the 2023-2024 school year effective on October 9, 2023. [Reference Exhibit A]

Recommendation: To approve the above request.

R. Rescind Employment-Certified Additional Duty

To rescind the employment of Mrs. Natalie Koukis as Department Head, Special Education for the 2023-2024 school year as approved at the August 15, 2023 board meeting.

S. Non-Paid Leave

Mrs. Amanda Roe is requesting two days of non-paid leave taking place September 12-13, 2024.

Recommendation: To approve the above request.

T. Contract Amendment

To amend the contract of Ms. Naomi Smith, Bus Driver, from 6 hours per day to 5.5 hours per day effective on October 9, 2023.

Recommendation: To approve the above request.

ACCEPTANCE OF CONSENT CALENDAR – RESOLUTIONS/MISCELLANEOUS

Action by the Board of Education in "Acceptance of Consent Calendar" at this point of the agenda means that items U through W are adopted by one single motion unless a member of the Board or the Superintendent requests that any such item be removed from the "Consent Calendar" and voted upon separately.

U. Approval of Winter Guard as a Student Activity for the 2023-2024 School Year

Mrs. Michelle Heims, Shawnee MS/HS Campus Principal, is requesting approval of Winter Guard as a student activity for the 2023-2024 school year.

Recommendation: To approve the above request.

V. Approval of Memorandum of Understanding–Article 15

Mr. Brian Kuhn, Superintendent, is recommending approval of a Memorandum of Understanding with the Clark-Shawnee Local Education Association regarding Article 15, Contract Year. [Reference Exhibit B]

Recommendation: To approve the above Memorandum of Understanding.

W. AUTHORIZING SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL, ACTING JOINTLY AS A MEMBER OF THE OHIO SCHOOL CONSORTIUM (“CONSORTIUM”), TO ISSUE A REQUEST FOR PROPOSAL FOR THE PURCHASE OF COMPETITIVE RETAIL NATURAL GAS SERVICE FROM THE LOWEST AND BEST BIDDER SUBMITTED TO CONSORTIUM AND AUTHORIZING THE BOARD TO PURCHASE COMPETITIVE RETAIL NATURAL GAS SERVICE FROM SUCH BIDDER

WHEREAS, the School District is a member of SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL, a body authorized by state statute to aggregate the purchasing needs of schools and of related nonprofit educational entities so as to take advantage of economies of scale when purchasing essential products and services;

WHEREAS, in prior years, the SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL has joined with other school districts and educational purchasing councils, acting jointly as a member of the Consortium, to conduct a Request for Proposal (“RFP”) for competitive natural gas service commencing on or about mid-February 2024;

WHEREAS, through prior RFP processes, the Consortium has selected the lowest and best bids submitted in response to RFPs; and the School District has previously elected to enter into a Master Supply Agreement with the lowest and best bidder for competitive retail natural gas service for all of the School District’s natural gas supply;

WHEREAS, the Consortium intends to issue a new RFP for competitive retail natural gas service commencing with the July 2025 billing cycle and terminating no later than the end of the June 2030 billing cycle for participating school districts and education purchasing councils;

WHEREAS, the School District wishes to participate in this upcoming RFP process and potentially execute a Master Service Agreement with the lowest and RFP bidder; and

WHEREAS, the Superintendent or the Superintendent's designee will review the lowest and best bid and corresponding terms when the RFP is concluded and determine whether the RFP resulted in the lowest and best bid for competitive retail natural gas service for all of the School District’s natural gas supply.

NOW, THEREFORE, BE IT RESOLVED BY THE CLARK-SHAWNEE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, COUNTY OF CLARK, STATE OF OHIO, as follows:

Section 1. The Board of Education of the School District does hereby consent, as a member of the SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL, to the conducting of an RFP process by the Consortium for competitive retail natural gas service commencing with the July 2025 billing cycle and terminating no later than the end of the June 2030 billing cycle, with bids to be submitted for one, two and three year periods on such terms and conditions as the Consortium deems appropriate.

Section 2. The Board of Education of the School District does hereby authorize the Superintendent or the Superintendent's designee to execute a Master Supply Agreement between the School District and the lowest and best bidder in the RFP so long as the Superintendent or his appointee finds that the price reflects the results of a public and competitive RFP process.

Section 3. The Board of Education hereby directs the Treasurer to review the lowest and best bid once received and the Master Supply Agreement and determine if the School District has sufficient funds to certify this resolution and, if the Treasurer so finds, to certify this resolution.

Recommendation: To approve the above resolution.

X. Upcoming Regular Board Meeting Schedule

December 19, 2023 at 6:30 PM—Clark-Shawnee Administrative Offices
January 9, 2023 at 6:30 PM—Clark-Shawnee Administrative Offices

Y. Executive Session—Employment of Personnel (ORC 121.22(G)(1))

Z. Report Section

1. Meeting Minutes
2. Financial Data
3. Discipline Reports
4. Draft 2023-2024 District Calendar
5. Letters of Resignation
6. Exhibit A: Contract Amendments
7. Exhibit B: Memorandum of Understanding

Mr. Brian Kuhn
Superintendent
November 28, 2023

EMPLOYEE ID	LAST	FIRST	JOB_TITLE	PREVIOUS HOURS	UPDATED HOURS	DIFFERENCE
BARG00001	BARGER	REBECCA	PRESCHOOL BUS DRIVER	1	1.25	0.25
BOWE00001	BOWERS	PEGGY	BUS DRIVER	6.25	5.5	-0.75
BURK00004	BURK	RUSSEL RODGER	BUS DRIVER	5.25	5.5	0.25
COFF00002	BOWSHIER	MARY	BUS DRIVER	5.75	6	0.25
ESTR00004	ESTRIDGE	LINDSAY	BUS DRIVER	5.5	5.25	-0.25
ESTR00004	ESTRIDGE	LINDSAY	PRESCHOOL BUS DRIVER	1	1.25	0.25
GRAG00001	GRAGG	KELLY	BUS DRIVER	5.5	5.25	-0.25
JOHN00014	JOHNSON	ANGELA	BUS AIDE	6	5.75	-0.25
JONE00008	JONES	DREMA	BUS DRIVER	5.5	5.25	-0.25
LIAS00002	LIAS	ALAN	BUS DRIVER	5.5	5.75	0.25
LYON00002	LYONS	JANICE	PRESCHOOL BUS DRIVER	1.5	1.25	-0.25
NOFF00001	NOFFKE	JODIE	BUS DRIVER	5.25	5.5	0.25
PENN00002	BECKEL	GINA	PRESCHOOL BUS DRIVER	1	1.5	0.5
SEXT00003	SEXTON	DEBRA	BUS DRIVER	5.25	5.5	0.25
SPIC00001	SPICER	KELSEY	BUS DRIVER	5.5	6	0.5
STOR00002	STORTS	SHERRY	BUS DRIVER	5.25	5.5	0.25
WILL00030	WILLIAMS	STEVEN	BUS DRIVER	6.5	6.25	-0.25

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 28th day of November, 2023 (“Effective Date”) for the purpose of documenting agreement between the Parties to modify the terms and conditions of Article 15 Contract Year, Section D., of the Parties’ negotiated Contractual Agreement(s) (effective July 1, 2022 through June 30, 2025) (“Contractual Agreements”) addressing calamity days that occur during the 2023-2024 contract year only. This MOU shall be effective for the 2023-2024 contract year only and will automatically expire with no further action necessary by the Parties on the last day of the 2023-2024 contract year. Upon expiration, this MOU shall have no further force or effect.

WHEREAS, Section D of Article 15, Contract Year, of the Parties’ Contractual Agreement(s) addresses the terms and conditions pertaining to calamity days that occur during the school year, bargaining unit employees’ responsibilities on those days, and when calamity days are required to be made up; and

WHEREAS, pursuant to Section D of Article 15, Contract Year, of the Contractual Agreement(s), bargaining unit employees are not required to work on days which the District is closed due to calamity for the first eight (8) calamity days occurring during the school year, which is inclusive of three (3) virtual learning make up days. Section D of Article 15 of the Contractual Agreement(s) also provides that after the first eight (8) calamity days in a school

year, all bargaining unit employees will be required to make up all additional calamity days in accordance with the District's adopted calendar for the school year; and

WHEREAS, the Parties recognize that recent changes made by Ohio H.B. 33 to the provisions R.C. 3313.482 prompt the need of the Parties to address the three (3) virtual learning calamity day make up provisions set forth in Section D of Article 15 of the Contractual Agreement(s), to align with the new provisions of R.C. 3313.482; and

WHEREAS, based on the changes made by Ohio H.B. 33 to R.C. 3313.482, the Parties agree that for the 2023-2024 contract year only, no calamity days will be made up through virtual learning, and that to the extent calamity days need to be made up, those days of instruction will be made up in person through school days added to the 2023-2024 school calendar, by appropriate Board action as required under Ohio law;

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

For the 2023-2024 contract year only, instead of the terms and conditions in Section D of Article 15 of the Contractual Agreement(s) pertaining to calamity days, the following terms and conditions will apply:

1. Bargaining unit employees are not required to work on days which the District is closed due to calamity during the first ten (10) calamity days in the 2023-2024 school year. Bargaining unit employees will receive their regular rate of pay on the first ten (10) calamity days in the 2023-2024 school year. No calamity days occurring during the 2023-2024 school year will be made up through virtual learning or virtual learning days. After the first ten (10) calamity days in the 2023-2024 school year, all bargaining unit employees will be required to make up all calamity days in excess of ten (10) school days through additional instructional

days in accordance with the District’s adopted calendar for the 2023-2024 school year, as amended by the Board through official Board action;

2. This Memorandum of Understanding is a one-time agreement only, to address the unforeseen and unique circumstances that arose based upon the recent changes made to R.C. 3313.482 through Ohio H.B. 33, as applied to the virtual learning make up day provisions of Article 15, Section D, of the Contractual Agreement(s) for the 2023-2024 contract year only;
3. The Parties acknowledge and agree that this Memorandum of Understanding shall not constitute any form of precedent or past practice 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 herein;
4. This Memorandum of Understanding shall not impact the Contractual Agreement(s) between the Parties in any other way.

This Memorandum of Understanding shall be incorporated by reference in the Contractual Agreement(s) and becomes effective upon ratification of both Parties.

IN WITNESS WHEREOF this Memorandum of Understanding is entered into voluntarily by its parties on this the 28th day of November, 2023 (“Effective Date”).

CLARK-SHAWNEE LOCAL
BOARD OF EDUCATION

CLARK-SHAWNEE LOCAL
EDUCATION ASSOCIATION
