

March 21, 2023

The Clark-Shawnee Local Board of Education met in a regular session on March 21, 2023, at Shawnee Elementary, 1841 East Possum Road, 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 (2023-1350)

Dr. Page moved to accept the agenda and addendum with corrections.

Mrs. Pierce Seconded the motion.

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

The President declared the motion carried.

Music In Our Schools Month Presentations by:

Shawnee High School CAP Choir
Shawnee High School Band Ensemble
Shawnee Strings Ensemble

REQUESTS AND CONCERNS OF THE GENERAL PUBLIC

Chris Chilton

Thank You

ACCEPTANCE OF CONSENT CALENDAR – FINANCIAL (2023 - 1351)

Dr. Page 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. Renewal of Frontline–Forecasting/PD Contract**
- 6. Acceptance of Donations**
 - Armstrong Field Solutions, LLC–Baseball/Softball Infield Mix Donation valued at \$3,100.00
 - Shawnee Elementary PTO–\$7,800.00

Mrs. Pierce Seconded the motion.

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

ACCEPTANCE OF CONSENT CALENDAR – PERSONNEL (2023-1352)

Mr. Galbreath moved to approve the following:

Resignations

Certified

To accept Ms. Sue Scott, School Counselor at Shawnee ES, letter of resignation for the purpose of retirement effective at the end of the current contract year.

Employment

Certified

To approve Mrs. Kate Johnson as Virtual Home Instruction teacher for the 2022-2023 school year.

Substitute (Certified)

To approve Mrs. Megan Ashbaugh as Long Term Substitute teacher for the 2022-2023 school year.

To approve Ms. Tate Thomas as Long-Term Substitute Teacher for the 2022-2023 School Year.

To approve Mr. Michael Hoffman as Long-Term Substitute Teacher for the 2022-2023 School Year.

Additional Duty (Certified)

To approve Mr. John Campbell as Varsity Girls Basketball Head Coach for the 2023-2024 school year.

To approve Ms Jennifer Persaud as STEM Camp Instructor for the 2022-2023 school year.

To approve Ms. Mya Violet as STEM Camp Instructor for the 2022-2023 school year.

To approve Mr. Matthew Warrington as Spring Weight Room Co-Monitor for the 2022-2023 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 approve Mr. Rex Plymale as Spring Weight Room Co-Monitor for the 2022-2023 school year. Mr. Plymale is a lay coach.

Volunteer - (Support Staff)

To approve Mr. Christopher Blanke as Volunteer Softball Coach for the 2022-2023 school year.

To approve Mr. Marcus Bowshier as Volunteer Tennis Coach for the 2022-2023 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 2023-2024 school year as presented in Exhibit A.

Non-Paid Leave

To approve Mrs. Donielle Avery request for non-paid medical leave beginning on April 21, 2023 through the end of the current school year, June 8, 2023.

To approve Mrs. Elizabeth Avery request for non-paid maternity leave beginning with a half day on May 20, 2023 through June 7, 2023.

To approve Mrs. Jodie Noffke request for non-paid medical leave beginning with a quarter day on March 7, 2023 through June 7, 2023.

To approve Mrs. Melinda Shong request for non-paid maternity leave beginning on/around May 24, 2023 through June 8, 2023.

Dr. Page seconded the motion.

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

ACCEPTANCE OF CONSENT CALENDAR – MISCELLANEOUS (2023-1353)

Mrs. Garrett moved to approve the following:

Trip Proposal–Cross-Curricular Trip to Costa Rica

To approve Mr. Chad Mossing's, Shawnee HS Principal, request of the proposed Spanish & Science Cross-Curricular Trip to Costa Rica in 2024 and at no cost to the district. [See Exhibit B]

Approval of Shawnee Middle/High School Clubs

To approve Mrs. Michelle Heims', SMS/SHS Campus Principal, request for the Middle School Jazz Band for the 2022-2023 school year.

To approve Mr. Chad Mossing's, SHS Principal, request for the Block S Club for the 2022-2023 school year.

To approve Mr. Chad Mossing's, SHS Principal, request for the Chess Club for the 2022-2023 school year.

Service Contract–MVECA for Internet Service

To approve a service contract with MVECA for Managed Internal Broadband Service effective July 1, 2023 through June 30, 2026. [See Exhibit C]

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 2023-2024 school year.

Resolution to Reinstate the Ohio Association of School Business Officials 457 Deferred Compensation Plan

WHEREAS, Clark-Shawnee Local Schools has previously adopted the Ohio Association of School Business Officials ("OASBO") 457 Deferred Compensation Plan (the "Plan"), a retirement plan (the "plan") under Section 457(b) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, OASBO last provided its member school districts with an amended and reinstated Plan, effective as of April 1, 2017, for adoption as the Plan;

WHEREAS, the Setting Every Community Up for Retirement Enhancement Act and the Coronavirus Aid, Relief, and Economic Security Act of 2020 would, in relevant part, require the Clark-Shawnee Local Schools to amend the Plan to ensure compliance with Section 457(b) of the Code and the regulations thereunder; and

WHEREAS, as a Participating Employer under the Plan, Clark-Shawnee Local Schools wishes to also permit Roth 457(b) contributions, as permitted under the Plan; and

WHEREAS, Clark-Shawnee Local Schools desires to amend and reinstate the Plan to incorporate the following changes:

1. Section 1.5 – Added a definition of "CARES Act".
2. Section 1.12 – Added a definition of "Eligible Designated Beneficiary".
3. Section 3.5 – Amended to permit repayments to the Plan of "CARES Act" distributions received by a Participant in 2020.
4. Section 4.1 – Amended to permit an active employee to make withdrawals at age 59-1/2.
5. Section 4.1 - Also amended to permit an employee under age 59-1/2 to make a CARES Act withdrawal in 2020 of up to \$100,000.
6. Section 4.3 – Amended to address the SECURE Act's change that has the minimum distribution rules apply at age 72, instead of age 70½. This includes authority for VOYA and Equitable to independently address transitional rule matters under their Provider Contracts with their own customers.

7. Section 4.4 - Amended to address the SECURE Act's modification of the minimum distribution rules that apply after the death of a Participant.
8. Exhibit A – Loan provisions – Loan provisions are modified to permit a Participant to take a loan of up to \$100,000 on or before September 23, 2020, as was allowed by the CARES Act.

NOW THEREFORE BE IT RESOLVED THAT: Effective March 21, 2023, the Board of Clark-Shawnee Local Schools (the "Board") authorizes Clark-Shawnee Local Schools to adopt the Plan as amended and reinstated for such federal legislation.

BE IT FURTHER RESOLVED THAT: the Board authorizes the school business official of Clark-Shawnee Local Schools to execute the Plan.

Memorandum of Understanding: Intervention Specialist Mentor

To approve Mr. Brian Kuhn's, Superintendent, recommendation for approval of a Memorandum of Understanding with the Clark-Shawnee Local Education Association for the purpose of compensating a mentor for the mid-year hire of an Intervention Specialist. [Reference Exhibit D.]

Acceptance of the Lowest Responsible Bid for the Restroom Improvement Project at Shawnee MS/HS

To approve Mr. Brian Kuhn's, Superintendent, recommendation of the lowest responsible bid for the Restroom Improvement Project at Shawnee MS/HS from C & N Contractors in the amount of \$287,800.00.

Rejection of all Bids for the Entry Ramp Canopy Improvement Project at Shawnee MS/HS

To approve Mr. Brian Kuhn's, Superintendent, recommendation to reject all bids for the Entry Ramp Canopy Improvement Project at Shawnee MS/HS.

Resolution Waiving Competitive Bidding and Authorizing Contract with Leonard Mechanical for HVAC System Replacement and Installation at the Student Athletic Center Based Upon an Urgent Necessity/Public Exigency

Mr. Brian Kuhn, Superintendent, recommends that the Board waive competitive bidding based upon urgent necessity and public exigency exceptions and authorize a contract with Leonard Mechanical Services Inc. ("Leonard Mechanical") for the Student Athletic Center HVAC Upgrade Project ("the Project"). The Superintendent requests authority for the Superintendent and Treasurer to negotiate and enter into an agreement with Leonard Mechanical for the work on the Project.

Rationale:

1. The Board has identified a need to update the existing facilities used to cool the weight room, gymnasium and locker rooms and to install heating system components in the training room at the Student Athletic Center.
2. The work for the Project needs to be completed prior to the 2023/2024 school year and within the District's budget so as not to negatively impact the District's educational programs. Bidding the work will delay the Project completion, could result in higher costs, and will not guarantee that lower bids will be received for the work, especially given long lead times for HVAC components attributed to continued supply chain disruptions related to COVID-19 and continuing global disruptions. Accordingly, this situation presents an urgent necessity under R.C. § 3313.46 and public exigency under 2 C.F.R. § 200.320(c)(3).
3. Leonard Mechanical is an experienced contractor for HVAC projects and has provided a proposal for the Project in the amount of \$195,500. Based on experience in procurement, the Superintendent and Treasurer believe Leonard Mechanical's proposal to be reasonable and of an appropriately competitive nature.
4. The Superintendent recommends Leonard Mechanical as being the contractor in the best interest of the District and requests authority for the Superintendent and Treasurer to negotiate and execute a contract and any supporting documents with Leonard Mechanical in an amount not to exceed \$195,500 ("Contract Sum").
5. The Superintendent also requests authority to enter into change orders on behalf of the Board in a total amount not to exceed 10% of the Contract Sum with Leonard Mechanical; change orders in excess of that amount will be brought to the Board for its approval.

The Board of Education resolves as follows:

1. Based upon the information provided and exercising the authority given in R.C. § 3313.46, the Board declares an urgent necessity and declares a public exigency under 2 C.F.R. § 200.320(c)(3) relating to the Project.
2. The Board approves the selection of Leonard Mechanical to provide the work and authorizes the Superintendent and Treasurer to work with legal counsel to negotiate and execute a contract and any supporting documents with Leonard Mechanical in an amount not to exceed \$195,500.00, and any other documents necessary to effectuate the intent of this resolution.
3. The Board further authorizes the Superintendent and Treasurer to sign change orders related to the Project in a total amount not to exceed 10% of the Contract

Sum with Leonard Mechanical; should a change order exceed this amount individually or as the aggregate of change orders for the work, the change order will be brought to the Board for approval prior to the work being performed.

Mr Galbreath Seconded the motion.

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

RESOLUTIONS TO FILE COMPLAINT AGAINST THE VALUATION OF REAL PROPERTY FOR TAX YEAR: 2022 (2023-1354)

Mr. Galbreath moved to approve the following:

Resolution to File Complaint Against the Valuation of Real Property for Tax Year: 2022

WHEREAS, the Board of Education of the Clark-Shawnee Local Schools (hereinafter "Board of Education") has engaged the services of Rich & Gillis Law Group, LLC to monitor the valuation of real property located within the district's boundaries; and:

WHEREAS, R.C.5715.19 requires the Board of Education to adopt a resolution for each complaint it files with the county board of revision seeking a change in the value of real property and to notify the property owner of the intention to adopt the resolution;

BE IT RESOLVED,

SECTION 1. That the Board of Education authorizes filing of a complaint(s) against the valuation of real property pursuant to R.C. 5715.19(A)(1)(d) challenging the determination of the total value or assessment of the parcels listed and described below based upon a recent arm's-length sale/transfer of the property or other evidence that indicates that the total valuation or assessment is incorrect.

Owner

CFT NV Developments LLC
1120 N. Town Center Dr., Ste. 150
Las Vegas, NV 89144

Parcel No. & Street Address

1 330-06-00006-300-025: 1602 N. Bechtle Ave., Springfield OH 45504

SECTION 2. That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Education, and that all deliberations of this Board of Education and of 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.

Resolution to File Complaint Against the Valuation of Real Property for Tax Year: 2022

WHEREAS, the Board of Education of the Clark-Shawnee Local Schools (hereinafter "Board of Education") has engaged the services of Rich & Gillis Law Group, LLC to monitor the valuation of real property located within the district's boundaries; and:

WHEREAS, R.C.5715.19 requires the Board of Education to adopt a resolution for each complaint it files with the county board of revision seeking a change in the value of real property and to notify the property owner of the intention to adopt the resolution;

BE IT RESOLVED,

SECTION 1. That the Board of Education authorizes filing of a complaint(s) against the valuation of real property pursuant to R.C. 5715.19(A)(1)(d) challenging the determination of the total value or assessment of the parcels listed and described below based upon a recent arm's-length sale/transfer of the property or other evidence that indicates that the total valuation or assessment is incorrect.

Owner

Wholesalers Property Co., LLC
PO Box 54786
Lexington, KY 40555

Parcel No. & Street Address

- 1 300-06-00012-000-152: 2187 W. First St., Springfield OH 45504

SECTION 2. That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Education, and that all deliberations of this Board of Education and of 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.

Resolution to File Complaint Against the Valuation of Real Property for Tax Year: 2022

WHEREAS, the Board of Education of the Clark-Shawnee Local Schools (hereinafter "Board of Education") has engaged the services of Rich & Gillis Law Group, LLC to monitor the valuation of real property located within the district's boundaries; and:

WHEREAS, R.C.5715.19 requires the Board of Education to adopt a resolution for each complaint it files with the county board of revision seeking a change in the value of real property and to notify the property owner of the intention to adopt the resolution;

BE IT RESOLVED,

SECTION 1. That the Board of Education authorizes filing of a complaint(s) against the valuation of real property pursuant to R.C. 5715.19(A)(1)(d) challenging the determination of the total value or assessment of the parcels listed and described below based upon a recent arm's-length sale/transfer of the property or other evidence that indicates that the total valuation or assessment is incorrect.

Owner

ARG SCSPFOH001 LLC
23425 Commerce Park, Ste. 103
Cleveland, OH 44122

Parcel No. & Street Address

- 1 330-06-00006-300-017: 1705 N. Bechtle Ave., Springfield OH 45504
- 2 330-06-00012-000-194: 1501 N. Bechtle Ave., Springfield OH 45504

SECTION 2. That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Education, and that all deliberations of this Board of Education and of 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.

Resolution to File Complaint Against the Valuation of Real Property for Tax Year: 2022

WHEREAS, the Board of Education of the Clark-Shawnee Local Schools (hereinafter "Board of Education") has engaged the services of Rich & Gillis Law Group, LLC to monitor the valuation of real property located within the district's boundaries; and:

WHEREAS, R.C.5715.19 requires the Board of Education to adopt a resolution for each complaint it files with the county board of revision seeking a change in the value of real property and to notify the property owner of the intention to adopt the resolution;

BE IT RESOLVED,

SECTION 1. That the Board of Education authorizes filing of a complaint(s) against the valuation of real property pursuant to R.C. 5715.19(A)(1)(d) challenging the

determination of the total value or assessment of the parcels listed and described below based upon a recent arm's-length sale/transfer of the property or other evidence that indicates that the total valuation or assessment is incorrect.

Owner

4981 Gateway LLC
1550 E. Beltline Ave. SE, Ste. 150
Grand Rapids, MI 49506

Parcel No. & Street Address

1 330-07-00004-000-068: 4981 Gateway Blvd., Springfield OH 45502

SECTION 2. That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Education, and that all deliberations of this Board of Education and of 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.

Resolution to File Complaint Against the Valuation of Real Property for Tax Year: 2022

WHEREAS, the Board of Education of the Clark-Shawnee Local Schools (hereinafter "Board of Education") has engaged the services of Rich & Gillis Law Group, LLC to monitor the valuation of real property located within the district's boundaries; and:

WHEREAS, R.C.5715.19 requires the Board of Education to adopt a resolution for each complaint it files with the county board of revision seeking a change in the value of real property and to notify the property owner of the intention to adopt the resolution;

BE IT RESOLVED,

SECTION 1. That the Board of Education authorizes filing of a complaint(s) against the valuation of real property pursuant to R.C. 5715.19(A)(1)(d) challenging the determination of the total value or assessment of the parcels listed and described below based upon a recent arm's-length sale/transfer of the property or other evidence that indicates that the total valuation or assessment is incorrect.

Owner

Lone Dock, LLC
1 Arena Park Dr.
Dayton, OH 45417

Parcel No. & Street Address

- 1 330-07-00027-406-002: 2024 Selma Rd., Springfield OH 45505
- 2 330-07-00027-406-003: 2024 Selma Rd., Springfield OH 45505
- 3 330-07-00027-406-004: 1530 Progress Dr., Springfield OH 45505
- 4 330-07-00027-406-005: Progress Dr., Springfield OH 45505

SECTION 2. That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Education, and that all deliberations of this Board of Education and of 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.

Resolution to File Complaint Against the Valuation of Real Property for Tax Year: 2022

WHEREAS, the Board of Education of the Clark-Shawnee Local Schools (hereinafter "Board of Education") has engaged the services of Rich & Gillis Law Group, LLC to monitor the valuation of real property located within the district's boundaries; and:

WHEREAS, R.C.5715.19 requires the Board of Education to adopt a resolution for each complaint it files with the county board of revision seeking a change in the value of real property and to notify the property owner of the intention to adopt the resolution;

BE IT RESOLVED,

SECTION 1. That the Board of Education authorizes filing of a complaint(s) against the valuation of real property pursuant to R.C. 5715.19(A)(1)(d) challenging the determination of the total value or assessment of the parcels listed and described below based upon a recent arm's-length sale/transfer of the property or other evidence that indicates that the total valuation or assessment is incorrect.

Owner

BLDG Properties Ludlow LLC
415 Bishopsbridge Dr.
Cincinnati, OH 45255

Parcel No. & Street Address

- 1 330-06-00006-300-012: 1370-1416 W. First St., Springfield OH 45504

SECTION 2. That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Education, and that all deliberations of this Board of Education and of 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.

Mrs. Garrett seconded the motion.
Ayes: Galbreath, Garrett, Pierce, Page, DeHart.

RESOLUTION TO APPROVE THE SALE OF THE KINDERGARTEN VILLAGE PROPERTY (2023-1355)

Mrs. Pierce moved to approve the following:

WHEREAS, on September 27, 2022, the Clark-Shawnee Local School District Board of Education ("Board") took official public action, 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, determining it to be in the best interests of the Clark-Shawnee Local School District, to dispose of vacant land owned by the Clark-Shawnee Local School District Board of Education ("Board"), [Clark County Auditor Parcel Nos. 3000700025000046, 3000700025000047 & 3000700025000108 consisting of 5.335 gross acres: 0.14 acre right of way and 5.190 net useable 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 pursuant to Ohio Revised Code Section 3313.41(A); and

WHEREAS, also pursuant to the Board's official public action on September 27, 2022, the Board established the fair market value of the Kindergarten Village Property, based on certified appraisal, to be two hundred thousand dollars (\$200,000); and

WHEREAS, also pursuant to the Board's official public action on September 27, 2022, the Board authorized the engagement of GovDeals as licensed auctioneers for the auction of the Kindergarten Village Property on the terms as presented by way of Memorandum of Understanding and Online Sale Terms and Conditions; and

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

WHEREAS, pursuant to the same official public action of the Board on September 27, 2022, the Board declared that if the public auction of the Kindergarten Village Property was not successful, the Board reserved 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; and

NOW THEREFORE BE IT RESOLVED, by the Clark-Shawnee Local School District Board of Education ("Board") that the Board acts to accept the final bid of one

hundred ninety-six thousand five hundred dollars (\$196,500) at public auction for the successful sale of the Kindergarten Village Property;

BE IT FURTHER RESOLVED, that the Board hereby authorizes its President, Superintendent and Treasurer to engage in all activities, and to execute all documents on the Board's behalf, as required for the sale, closing, and transfer of title by quit claim deed of the Kindergarten Village Property to the successful bidder forthwith and consistent with the Online Sale Terms and Conditions of the Memorandum of Understanding with GovDeals.

Mr. Galbreath seconded the motion.

Ayes: Garrett, Pierce, DeHart, Galbreath

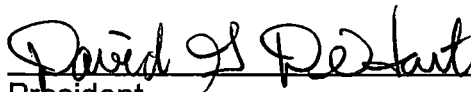
Nayes: Page

ADJOURNMENT

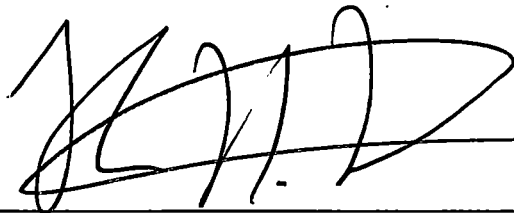
Mrs. Garrett moved to adjourn the meeting at 8:00 p.m.

Mrs. Pierce Seconded the motion.

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



President



Treasurer

EXHIBIT A

Support Staff Non-Renewals for 2023-2024 school year.

POSITION	NAME		LOCATION	REASON FOR NON RENEWAL
Authorized Driver	Darren Kaiser	Classified	District	Employed on an as needed basis
Cafeteria Monitor	Nancy Holt	Classified	Elementary	Employed on an as needed basis
Grounds	Mike Beedy	Classified	District	Employed on an as needed basis
Kindergarten Tutor	Annah Pollard	Classified	Elementary	Employed on an as needed basis
Long Term Sub Custodian	April Schipper	Classified	District	Employed on an as needed basis
Long Term Sub Secretary	Sarah Brown	Classified	High School/Middle School	Employed on an as needed basis
Long Term Technology Sub	Charles Harshman	Classified	District	Employed on an as needed basis
Snow Removal	Steve Stewart	Classified	District	Employed on an as needed basis
Substitute Bus Driver	Amy Howard	Classified	District	Employed on an as needed basis
Substitute Bus Driver	Lee Abston	Classified	District	Employed on an as needed basis
Substitute Bus Driver	Valarie Crews	Classified	District	Employed on an as needed basis
Substitute Bus Driver	Jon Lyons	Classified	District	Employed on an as needed basis
Substitute Bus Driver	Jason Mattern	Classified	District	Employed on an as needed basis
Substitute Bus Driver	Mark Myers	Classified	District	Employed on an as needed basis
Substitute Bus Driver	Karla Cottenmyer	Classified	District	Employed on an as needed basis
Substitute Bus Driver	Joyce Nelson	Classified	District	Employed on an as needed basis
Substitute Bus Driver	Jamie Jackson	Classified	District	Employed on an as needed basis
Substitute Bus Driver	Kelly Gragg	Classified	District	Employed on an as needed basis
Substitute Support Staff	Linda Clark	Classified	District	Employed on an as needed basis
Substitute Support Staff	Virginia Coffman	Classified	District	Employed on an as needed basis
Substitute Support Staff	Elizabeth Cooper	Classified	District	Employed on an as needed basis
Substitute Support Staff	Mallory Krouse	Classified	District	Employed on an as needed basis
Substitute Support Staff	Stephanie Lykins	Classified	District	Employed on an as needed basis
Substitute Support Staff	Lisa Massie	Classified	District	Employed on an as needed basis
Substitute Support Staff	Hannah Pennington	Classified	District	Employed on an as needed basis
Substitute Support Staff	Krista Mattern	Classified	District	Employed on an as needed basis
Substitute Support Staff	David Thurlow	Classified	District	Employed on an as needed basis
Substitute Support Staff	Nicole Newman	Classified	District	Employed on an as needed basis
Substitute Support Staff	Linda Wilson	Classified	District	Employed on an as needed basis
Tutor	Martha Jeannean Ingle	Classified	Elementary	Employed on an as needed basis
Tutor	April Schipper	Classified	Elementary	Employed on an as needed basis

Certified Staff Non-Renewals for 2023-2024 school year.

POSITION	NAME		LOCATION	REASON FOR NON RENEWAL
After School Tutoring	Mark Myers	Certified	High School/Middle School	Employed on an as needed basis
After School Tutoring	Jeff Collins	Certified	High School/Middle School	Employed on an as needed basis
Dentention Monitor	Darren Kaiser	Certified	High School/Middle School	Employed on an as needed basis
Long Term Sub Teacher	Talia Kalmerton	Certified	Elementary	Employed on an as needed basis
Long Term Sub Teacher	April Schipper	Certified	Elementary	Employed on an as needed basis
Long Term Sub Teacher	Tate Thomas	Certified	Elementary	Employed on an as needed basis
Long Term Sub Teacher	Michael Hoffman	Certified	High School/Middle School	Employed on an as needed basis
Long Term Sub Teacher	Nyah Pierce	Certified	High School/Middle School	Employed on an as needed basis
STEM Camp Director	Mary Tucker	Certified	Elementary	Employed on an as needed basis
STEM Camp Teacher	Tamara Thomas	Certified	Elementary	Employed on an as needed basis
STEM Camp Teacher	Susan Watkins	Certified	Elementary	Employed on an as needed basis
STEM Camp Teacher	Jennifer Persaud	Certified	Elementary	Employed on an as needed basis
STEM Camp Teacher	Mya Violet	Certified	Elementary	Employed on an as needed basis
Tutor	Cynthia Barnes	Certified	Elementary	Employed on an as needed basis
Tutor	Deborah Haycox	Certified	Elementary	Employed on an as needed basis
Tutor	Erin Kuhn	Certified	Elementary	Employed on an as needed basis
Tutor	Tami Milam	Certified	Elementary	Employed on an as needed basis
Tutor	Linda Slusher	Certified	Elementary	Employed on an as needed basis
Virtual Home Instruction	Linda Wierzba	Certified	Elementary	Employed on an as needed basis
Virtual Home Instruction	Tami Milam	Certified	Elementary	Employed on an as needed basis
Virtual Home Instruction	John Campbell	Certified	Elementary	Employed on an as needed basis
Virtual Home Instruction	Kate Johnson	Certified	Elementary	Employed on an as needed basis

Additional Duty (Support Staff) Non-Renewals for 2023-2024 school year.

POSITION	NAME		LOCATION	REASON FOR NON RENEWAL
Baseball, Varsity Assistant Coach	Drew Fultz	Classified	Athletics	Supplemental
Baseball, Varsity Co-Assistant Coach	David Shaffer	Classified	Athletics	Supplemental
Baseball, Varsity Co-Assistant Coach	Trayton Thompson	Classified	Athletics	Supplemental
Baseball, Varsity Head Coach	Mark Armstrong	Classified	Athletics	Supplemental
Basketball, MS Coach	Jeffrey Volbert	Classified	Athletics	Supplemental
Basketball, MS Coach	Marc Coppess	Certified	Athletics	Supplemental

Basketball, Varsity Assistant Coach	Derek Tincer	Classified	Athletics	Supplemental
Bowling, Boys Coach	John Oliver	Classified	Athletics	Supplemental
Bowling, Girls Coach	Adam Kiess	Classified	Athletics	Supplemental
Cheerleading, Competition Co-Advisor	Tiffany Cotrell	Classified	Athletics	Supplemental
Cheerleading, Competition Co-Advisor	Mallory Krouse	Classified	Athletics	Supplemental
Cheerleading, HS Football Advisor	Mallory Krouse	Classified	Athletics	Supplemental
Cheerleading, MS Basketball Advisor	Mallory Krouse	Classified	Athletics	Supplemental
Cheerleading, MS Football	Tiffany Cotrell	Classified	Athletics	Supplemental
Cross Country, MS Coach	Logan Griffith	Classified	Athletics	Supplemental
Cross County, HS Assistant Coach	Will Geist	Classified	Athletics	Supplemental
Flag Corp Advisor	John Arenas	Classified	High School/Middle School	Supplemental
Football, MS Assistant Coach	John Williams	Classified	Athletics	Supplemental
Football, MS Assistant Coach	David Brucker	Classified	Athletics	Supplemental
Football, MS Assistant Coach	Marc Coppess	Classified	Athletics	Supplemental
Football, MS Head Coach	Johnathon Earles	Classified	Athletics	Supplemental
Football, Varsity Co-Assistent Coach	Rex Plymale	Classified	Athletics	Supplemental
Golf, Varsity Boys Coach	Matthew Williams	Classified	Athletics	Supplemental
Preschool Bus Driver	Gina Becker	Classified	District	Supplemental
Preschool Bus Driver	Terra Howard	Classified	District	Supplemental
Preschool Bus Driver	Janice Lyons	Classified	District	Supplemental
Preschool Bus Driver	Peggy Bowers	Classified	District	Supplemental
Soccer, HS Head Coach	Michael Gannon	Classified	Athletics	Supplemental
Softball, HS Assistant Coach	Gary Baugh	Classified	Athletics	Supplemental
Softball, HS Assistant Coach	Shane Hannan	Classified	Athletics	Supplemental
Tennis, HS Coach	Alexander Sarihan	Classified	Athletics	Supplemental
Track, HS Varsity Assistant Coach (4)*	Grace Holmes	Classified	Athletics	Supplemental
Track, MS Assistant Coach (2)*	Logan Griffith	Classified	Athletics	Supplemental
Track, MS Assistant Coach (2)*	Abigail Schofield	Classified	Athletics	Supplemental
Track, MS Head Coach	Olivia Tincer	Classified	Athletics	Supplemental
Volleyball, HS Varsity Assistant Coach	Kara Lucas	Classified	Athletics	Supplemental
Volleyball, HS Varsity Assistant Coach	Kyla Greenwood	Classified	Athletics	Supplemental
Volleyball, MS Head Coach	Kristen Stewart	Classified	Athletics	Supplemental
Volleyball, MS Head Coach	Olivia Tincer	Classified	Athletics	Supplemental
Wrestling, HS Varsity Head Coach	Jake Mershon	Classified	Athletics	Supplemental
Wrestling, MS Assistant Coach	James Todd Ballard	Classified	Athletics	Supplemental
Wrestling, MS Head Coach	Luke Matthews	Classified	Athletics	Supplemental

Additional Duty (Certified) Non-Renewals for 2023-2024 school year.

POSITION	NAME		LOCATION	REASON FOR NON RENEWAL
15 Days Extended Time	Amy Hibbs	Certified	High School/Middle School	Supplemental
15 Days Extended Time	Melinda Shong	Certified	High School/Middle School	Supplemental
5 Days Extended Time	Sherry Akers	Certified	High School/Middle School	Supplemental
Basketball Cheer Varsity MOU	Cynthia Barnes	Certified	Athletics	Supplemental
Basketball, MS Coach	Johnathon Earles	Certified	Athletics	Supplemental
Basketball, MS Coach	Jason Mattern	Certified	Athletics	Supplemental
Basketball, Varsity Assistant Coach	Andrew Tincer	Certified	Athletics	Supplemental
Basketball, Varsity Head Coach	Christopher McGuire	Certified	Athletics	Supplemental
Basketball, Varsity Head Coach	Kari Cooper	Certified	Athletics	Supplemental
Class Advisor, Junior	Marlo Mitch	Certified	High School/Middle School	Supplemental
Class Advisor, Junior	Stephanie Caraway	Certified	High School/Middle School	Supplemental
Cross Country, HS Coach	Joshua Jennings	Certified	Athletics	Supplemental
Department Head	Elizabeth Coressel	Certified	High School/Middle School	Supplemental
Department Head	Stephanie Caraway	Certified	High School/Middle School	Supplemental
Department Head	Rosina Matthies	Certified	High School/Middle School	Supplemental
Co-Department Head	Kristin Meeks	Certified	High School/Middle School	Supplemental
Co-Department Head	Elizabeth Allen	Certified	High School/Middle School	Supplemental
Department Head	Devin Spitzer	Certified	High School/Middle School	Supplemental
Drama, Fall Advisor	Bryan Szekacs	Certified	High School/Middle School	Supplemental
Drama, Fall Advisor Assistant	Beth Szekacs	Certified	High School/Middle School	Supplemental
Drama, Spring Musical Advisor	Bryan Szekacs	Certified	High School/Middle School	Supplemental
Drama, Spring Musical/Music Director	Sarah Smith	Certified	High School/Middle School	Supplemental
Football, Varsity Assistant Coach	Devin Spitzer	Certified	Athletics	Supplemental
Football, Varsity Assistant Coach	Matthew Warrington	Certified	Athletics	Supplemental
Football, Varsity Assistant Coach	Robert Delong	Certified	Athletics	Supplemental
Football, Varsity Co-Assistent Coach	Jonathan Stewart	Certified	Athletics	Supplemental
Football, Varsity Assistant Coach	Jeffrey Bumgardner	Certified	Athletics	Supplemental
Football, Varsity Co-Assistent Coach	Bryan Szekacs	Certified	Athletics	Supplemental
Football, Varsity Head Coach	Richard Meeks	Certified	Athletics	Supplemental

Golf, Varsity Girls Coach	Kelly Wyen	Certified	Athletics	Supplemental
Grade Level Lead (Special Education)	Natalie Koukis	Certified	Elementary	Supplemental
Grade Level Lead (8th Grade)	Matthew Warrington	Certified	Elementary	Supplemental
Grade Level Lead	Darcy Leis	Certified	Elementary	Supplemental
Grade Level Lead (6th Grade)	Amy Haerr	Certified	Elementary	Supplemental
Grade Level Lead (5th Grade)	Allison Williams	Certified	Elementary	Supplemental
Grade Level Lead (4th Grade)	Jane Hanson	Certified	Elementary	Supplemental
Grade Level Lead (3rd Grade)	Teresa Balcerek	Certified	Elementary	Supplemental
Grade Level Lead (2nd Grade)	Wendy Shaffer	Certified	Elementary	Supplemental
Grade Level Lead (1st Grade)	Jill Tincher	Certified	Elementary	Supplemental
Grade Level Lead (Kindergarten)	Alicia Anstine	Certified	Elementary	Supplemental
Grade Level Lead (Specials)	Ashley Hill	Certified	Elementary	Supplemental
Grade Level Lead (Intervention Specialist)	Kelly Hale	Certified	Elementary	Supplemental
Instructional Technology Leader	John Campbell	Certified	Elementary	Supplemental
Instructional Technology Leader	Danielle McCoy	Certified	Elementary	Supplemental
Lead Teacher	Mark Myers	Certified	High School/Middle School	Supplemental
Lead Teacher	Blake Garberich	Certified	High School/Middle School	Supplemental
Mentor	Teresa Balcerek	Certified	Elementary	Supplemental
Mentor	Stephanie Caraway	Certified	High School/Middle School	Supplemental
Mentor	Kate Johnson	Certified	Elementary	Supplemental
Mentor/2 or more teachers	Alicia Anstine	Certified	Elementary	Supplemental
Middle School Student Council	Sara Young	Certified	High School/Middle School	Supplemental
Middle School Student Council	Kristi Hirtzinger	Certified	High School/Middle School	Supplemental
Music, HS Instrumental Assistant	Makenzie Coleman	Certified	High School/Middle School	Supplemental
Music, HS Instrumental Head	Sarah Smith	Certified	High School/Middle School	Supplemental
Music, HS Vocal Head	Stephanie Lange	Certified	High School/Middle School	Supplemental
Music, MS Musical Head (2)*	Ashley Hill	Certified	Elementary	Supplemental
Music, MS Musical Head (2)*	Stephanie Lange	Certified	High School/Middle School	Supplemental
National Honor Society Advisor	Erin Delk	Certified	High School/Middle School	Supplemental
National Honor Society Advisor	Sara Lee	Certified	High School/Middle School	Supplemental
Power of the Pen [Limit 2]	Darcy Leis	Certified	High School/Middle School	Supplemental
Power of the Pen [Limit 2]	Terry Janssen	Certified	High School/Middle School	Supplemental
Powerlifting, HS Assistant Coach	Devin Spitzer	Certified	Athletics	Supplemental
Powerlifting, HS Coach	Jeffrey Bumgardner	Certified	Athletics	Supplemental
Quiz Bowl Advisor	Matthew Looney	Certified	High School/Middle School	Supplemental
Resident Educator Year 3	Erin Delk	Certified	High School/Middle School	Supplemental
Site Manager (Fall)	Mark Myers	Certified	Athletics	Supplemental
Site Manager (Winter)	Mark Myers	Certified	Athletics	Supplemental
Soccer, HS Assistant Coach	Erin Delk	Certified	Athletics	Supplemental
Soccer, HS Assistant Coach	Charles Weller	Certified	Athletics	Supplemental
Soccer, HS Head Coach	Gene Karn	Certified	Athletics	Supplemental
Softball, HS Head Coach	Devin Spitzer	Certified	Athletics	Supplemental
Student Council, HS Advisor	Marlo Mitch	Certified	High School/Middle School	Supplemental
Swimming, HS Coach	Carrie McGuire	Certified	Athletics	Supplemental
Track, HS Varsity Assistant Coach (4)*	Jeffrey Bumgardner	Certified	Athletics	Supplemental
Track, HS Varsity Assistant Coach (4)*	Richard Meeks	Certified	Athletics	Supplemental
Track, HS Varsity Assistant Coach (4)*	Jason Mattern	Certified	Athletics	Supplemental
Track, HS Varsity Head Coach	Sara Lee	Certified	Athletics	Supplemental
Volleyball, HS Varsity Head Coach	Elizabeth Avery	Certified	Athletics	Supplemental
Weight Room Co-Monitor [Spring]	Rex Plymale	Certified	High School/Middle School	Supplemental
Weight Room Co-Monitor [Spring]	Matthew Warrington	Certified	High School/Middle School	Supplemental
Weightroom Monitor [Winter]	Richard Meeks	Certified	Athletics	Supplemental
Wrestling, HS Varsity Assistant Coach	Steve Sexton	Certified	Athletics	Supplemental
Yearbook, HS Co-Advisor	Whitney Adams	Certified	High School/Middle School	Supplemental
Yearbook, HS Co-Advisor	Erin Delk	Certified	High School/Middle School	Supplemental

EXHIBIT B

December 21, 2022

Dear Board of Education and Superintendent Kuhn,

Over the past 18 years while I have worked with students at Shawnee High School, the Spanish department has sponsored three international travel trips for an extensive extended learning experience for our students. In the summer of 2008, Mrs. Wyen and I both went with students on an excursion to Mexico. In the summer of 2011, I took students to Costa Rica. In 2016, on Spring Break, Mrs. Wyen took students to Puerto Rico. These experiences are a "once in a lifetime" opportunity for our students.

It has now been almost 7 years since we have traveled with students, and obviously, my teaching partner has changed. However, I have been considering a blended learning experience between Spanish and Science for a long time. With Covid, clearly, the world shut down, and those doors were closed. I am happy to say that companies are traveling again with teachers and students.

Mrs. Meeks and I have looked over the details of an extended learning experience to Costa Rica for the summer of 2024. I am submitting this letter to you in hopes of board approval to pursue this for next year's current upper-level Science and Spanish students.

EF Educational Tours is a company that has been providing learning trips for decades. They have an outstanding reputation. I am attaching the "international travel program proposal" straight from the company to this letter. There are MANY benefits to this learning opportunity, and I would LOVE to try to make this happen for our students in 2024.

I know there are always questions. Is it feasible for our students? Does it have an educationally sound purpose? I researched and found that, in our area, the following high schools are currently planning travel experiences through EF for their students:

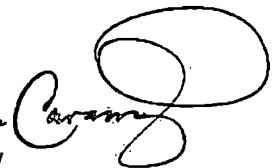
- Upper Scioto Valley School
- New Bremen High School
- Minster Jr Sr High School
- Sidney High School
- Fairlawn Middle High School
- Greenville Senior High School
- Tippecanoe High School
- Butler Middle School
- Ohio Hi-Point Career Center
- Ridgemont Jr Sr High School
- Stivers School for Arts
- Beavercreek City School District

As you can see from the number of schools just in our area working with this tour company for their students, EF is a widely used and reputable tour group! It is absolutely possible to open this door for our students, too!

The second page of this proposal is a letter from Mrs. Meeks that addresses her perspective on the benefits of this extended learning experience. Thank you for your consideration in approving a trip for our own Shawnee High School students!

With respect,

Stephanie Caraway



I am very excited to be pursuing this opportunity in conjunction with the Spanish department. I think that Biology students will experience many different aspects of the natural world including what other countries are doing with conservation efforts and rescues. The idea that very few Americans will ever see the rainforest in their lifetime is really a special reason to make the effort to visit. Unbelievably, Costa Rica is home to 5% of the world's biodiversity but is only 3% of the world's land mass. There are 4 species of monkeys that are endemic to only Costa Rica. There are millions of nesting sea turtles there, so students will most likely get to see the incredible feat of turtles being born and making their way to sea. In addition to this, students will experience the diversity of aquatic life through a snorkeling excursion. They will learn about sustainable farming. They will visit a wildlife refuge, a coffee plantation and thermal springs. They will also take a series of ecological workshops. Finally, they will complete a culminating community action project that they will bring back to Springfield that they will implement as a result of their experiences during the trip. The impact that this trip will have on these young people is one that will last a lifetime. I really hope you consider this opportunity carefully as you make your decision.



EDUCATIONAL
TOURS

International Travel Program Proposal

Shawnee High School / Stephanie Caraway



Costa Rica: A Touch of the Tropics - Summer 2024

eftours.com/COS

Your partner in travel-based learning

EF Education First is the world leader in international education. For over 55 years, we've partnered with educators around the world to help more than 15 million students gain new perspectives and build skills for the future through experiential learning.

Our mission is to empower educators to do their best work. At EF Educational Tours, we're working to define the modern educational tour experience. Our itineraries are more than places to go and things to see. We build programs that challenge assumptions, spark connections, and inspire curiosity in young students. Students will expand their knowledge of the world around them, discover more about themselves, grow more confident and independent, and understand new people, places, and cultures.

We take care of every last detail of the tour experience—transportation and lodging, meal reservations and menus, museum tickets and local tour guides, and much more. That also includes behind-the-scenes elements, like safety checks at hotels and background checks on adult travelers. With all that taken care of, educators and students can focus on the bigger picture.

You'll find all the details and more on the next few pages.

What's contained in this document

Pg. 2	Safety
Pg. 4	Liability protection
Pg. 6	Affordability
Pg. 7	Educational value
Pg. 8	Itinerary specifics
Pg. 8	Cost and payment options
Pg. 9	Sample hotels
Pg. 10	Sample meals
Pg. 11	Next steps

This proposal is property of EF Education First and the educator/school for which it was intended. Distributing, copying, and/or sharing it are prohibited. The proposal, including pricing, is valid for the educator, tour, and date(s) specifically mentioned herein. For additions, subtractions, or modifications, please contact your EF Tour Consultant.

© 2021 EF Education First. For full terms and Booking Conditions visit [eftours.com/bc](https://www.ef-tours.com/bc)

Safety

Your students' safety is our number one priority. We would never send a traveler to a location we believe to be unsafe—and with our extensive global presence, our best-in-the-industry experience, and our close working relationships with U.S. and international authorities, that's a statement we can back up with real insight. Whether it's a worldwide pandemic or a sprained ankle, a missed flight or confusing medical paperwork, we make sure every situation is taken care of.

***For specific information on EF's response to COVID-19, visit [eftours.com/covid](https://www.eftours.com/covid)**

Worldwide presence

EF's global presence is truly unmatched. We have staff on the ground 365 days a year in over 50 countries. And we don't just work in those countries—we call them home. EF team members live in nearly every one of our tour destinations, meaning we have the local knowledge to help keep our groups safe. That presence allows us to be there to support you on the ground wherever and whenever you need us.

24/7 emergency support

In the event that anything on tour goes wrong, EF staff is always available to help. Your Tour Director is your group's constant companion and first point of contact in an emergency. Additionally, our fully trained support teams are on hand 24/7 to walk teachers through any issues and provide the resources necessary to get things back on track. Our Safety and Incident Response Team—comprised of industry experts, healthcare experts, and even former FBI personnel—is ready to spring into action 24 hours a day, 365 days a year. And when they aren't directly helping EF travelers, they're actively innovating on and shaping the new worldwide standards for cleanliness and safety.

Your team

This group is fully committed to your school's trip and the safety of every traveler.

Operations Safety & Incident Response

Team – This team is strategically based in our Boston, Panama, Tokyo, and Zurich offices to accommodate for all time zones. Available 24 hours a day, every day of the year, they are trained to react quickly if travelers need help. The team uses a combination of extensive training, simulations, incident response planning, and previous experience to manage emergencies. As needed, they can facilitate additional support for groups on tour, solve operational issues, arrange assistance from outside specialists, and liaise with local and international authorities.

Emergency Services & Support Team

Our support team is available 24/7 to help resolve any issue, from a missed flight to a lost passport to more serious on-tour incidents. They also facilitate communication between travelers and families in the event of an emergency at home. The team is made up of highly trained and dedicated EF staff in our Boston and Denver offices who are equipped to solve problems and answer questions that may come up, even outside of regular business hours.

Tour Director – Assigned exclusively to your tour for the length of the stay at your destination, your Tour Director meets your group at the airport and travels with you until your departure. All Tour Directors undergo a background check as permissible by local law every two years and are required to participate in ongoing EF safety trainings. They're the first point of contact in an emergency and also communicate information to help travelers stay safe in a foreign destination. Tour Directors assist Group Leaders with hotel check-ins, coordinate meals, facilitate excursions with local guides, and much more. They're also culturally connected and expertly trained to support impactful learning experiences.

Tour Consultant – This itinerary expert is devoted to the growth of your students. They are your school's partner, working with you on everything from finding the perfect tour and enrolling students to offering fundraising advice and creating long-term travel programs for your school community. They work directly alongside the Group Leader (a.k.a. local teacher), right up until the moment of departure to make sure everything goes smoothly.

Traveler Support – Our team of support specialists are readily available to walk families through insurance inquiries, payment plans, food allergy issues, and any other topics that arise.

Chaperones – For every six travelers who enroll on your school's tour, your group is eligible to bring along a chaperone for free (the first spot goes to the Group Leader). This allows for a 6:1 ratio of students to chaperones, who assist Group Leaders with supervision of students to help keep them safe.

Protection for travelers, schools, and districts

We understand that unpredictable things can happen, either on tour or before departure. We offer a variety of protections, programs, and policies to make sure that, no matter what happens, travelers, schools, and districts are covered. We're doing everything we can to make planning for the future as flexible as possible.

General liability insurance

All Group Leaders, schools, and districts who travel with EF are automatically added as additional insureds under our **\$50 million General Liability Policy**, regardless of whether or not the tour is affiliated with the school. EF's liability coverage is primary and non-contributory for covered third-party claims. The policy helps safeguard Group Leaders and their schools for covered third-party claims related to bodily injury or property damage, which includes providing a legal defense and covering legal costs for such claims. In addition, all travelers are required to sign EF's Release and Agreement, which includes a release of liability of their Group Leader, school, and school board.

Flexibility to change tours

The world is always changing. And while our belief in the positive impact of travel is unwavering, it can feel hard to predict what life, here in the U.S. and abroad, will look like several months, a year, or even two years from now. When you decide to travel with EF, we want you to feel secure in that decision. That's why these benefits are built into every EF program.

Peace of Mind

Provided to all groups

We understand that plans can change due to unforeseen circumstances. EF provides this exclusive program to account for such situations. It provides groups with flexibility to change the dates and destination of their tours in uncertain times. This program accounts for such circumstances and can be enacted up to 45 days prior to departure at the group level for any reason, including terrorism or other world events.

COVID Care Promise

Provided to all groups

If your child is diagnosed with COVID-19 while on tour, we will coordinate and facilitate support services and logistics including translation services, connections with local health care providers, communication with family, and flights home at no additional cost.

Protection for individual travelers

Travelers can help protect their investment and themselves from certain unexpected events and expenses while on tour with the Global Travel Protection Plan and Global Travel Protection Plan Plus.

Global Travel Protection Plan

Available to all travelers

Designed specifically with EF travelers in mind, this plan provides both pre-departure and post-departure benefits, including medical expense coverage that may apply on tour and tour cancellation for specified reasons.

Global Travel Protection Plan Plus

Available to all travelers

To further protect your investment from the unexpected, this plan provides all of the benefits included in the Global Travel Protection Plan as well as expanded cancellation protection.

Background checks for adult travelers

EF requires all adults (18 years and older) to pass a criminal background check before traveling on our student tours. This provides a safer tour experience for all travelers and aligns with the process and expectations of many school districts for adults who volunteer in schools or chaperone school activities. The secure process, provided by a leading professional provider, only identifies those individuals who could present a risk to student travelers while on tour.

Affordability

We believe every student should have the opportunity to travel. That's why we're dedicated to providing the lowest prices possible and giving travelers multiple resources for managing payments.

Tour Consultants work closely with teachers to build a tour that's exactly right for your students. Through discussions with your teacher, they take into account learning objectives, cost, timing considerations, and any other factors to craft a tour that's accessible to as many students as possible.

Resources for managing cost and payments

Automatic Payment Plan – Our recommended payment plan offers the ability to break the tour fee into smaller installments. With most tours planned well in advance, travelers can enroll for only \$95, then pay over a long period of time—often up to 18 months or two years—with final payment due 30 days before departure. Families make payments directly to EF, with no payments going through the school.

Donation pages – Each student has access to their own unique and customizable donation page. The easy-to-share page makes it simple for friends and family to contribute a little something that is automatically applied to the balance of the tour, with no fees whatsoever.

Global Citizen Scholarship Fund – EF Educational Tours provides \$100,000 worth of scholarships to students across the country every year. Any student is able to apply for the Global Citizen Scholarship, which is awarded on both a merit and need basis.

Risk-free enrollment period - New travelers who enroll by their Early Enrollment Discount Deadline can cancel for any reason up to 14 days after enrollment for a full refund of 100% of the money paid to EF. Travelers must pay in full or enroll in our Automatic Payment Plan at the time of program enrollment and must remain either paid in full or enrolled in our Automatic Payment Plan and in good financial standing at the time of cancellation to remain eligible. To be eligible, the traveler must enroll on a tour at least 110 days prior to the scheduled departure date.

Educational value

Our tours help prepare students for the future by teaching them more about the world, themselves, and the impact they can have on the world. Combining the power of experiential learning with the thrill of global travel, our tours help students:

- **Expand their knowledge of the world around them**
- **Grow more confident and independent**
- **Understand new people, places, and cultures**
- **Discover more about themselves**

To learn more about EF's educational philosophy, visit
<https://www.efours.com/our-story/educational-approach>

EF is an accredited institution

We echo your commitment to education. Our travel-based learning approach is designed to blend classroom and experiential learning. This allows us to meet the same rigorous standards as schools like yours, ensuring students gain valuable experiences that transform the way they look at the world.



Earning credit for new experiences

EF makes it easy for students to turn their tour experience into high school credit, college credit, or to get a head start on their college essays—all while making their travel experience even more engaging.

- **Students in grades 6 - 12 can earn .5 elective high school credit by successfully completing the final project as part of EF's Personalized Learning Guide. Tuition is free.**
- **Students in grades 9 - 12 can earn 3.0 undergraduate credits, along with the confidence that comes with taking a college course, by completing a series of assignments and a final research project with our partner, Southern New Hampshire University—all for just \$215.**
- **Educators traveling on student tours may earn up to 45 free hours toward relicensure OR 3 or 6 graduate level credits (\$285/\$450) through Southern New Hampshire University.**

Itinerary specifics

For more robust details, the complete itinerary is attached to this document. It includes specific locations, each day's activities, travel plans, and more.

Price of the proposed tour

The tour program price covers a wide range of services that ensure students have an incredible experience. It includes all the planning and preparation that leads up to departure, travel and accommodations, plus logistical support and details once the group reaches their destination.

Itinerary: <https://www.eftours.com/eliterature/dbd/t/cos.pdf>

Price Details

Costa Rica: A Touch of the Tropics

Program Price ¹ **\$3,139**

Includes:

- Round-trip airfare and on tour transportation
- Hotels with private bathrooms
- Breakfast and dinner (see your itinerary for meal details)
- Full-time Tour Director
- Daily activities, tours and entrances to attractions

Folklore evening **\$60**

Local food workshop **\$50**

Global Travel Protection **\$190**

EF's Peace of Mind Program ^{*} **Free**

Total for Students (under 20) **\$3,439**

19 monthly payments **\$176/mo**

Adult Supplement ² **\$660**

Total for Adults **\$4,099**

19 monthly payments **\$211/mo**

Quote created on 11/22/2022

¹ Program price valid for today. Change and cancellation fees of up to the total price will apply. Applicable airline baggage fees are not included and can be found at [eftours.com/baggage](https://www.eftours.com/baggage). All prices subject to verification by EF Tour Consultant. To view EF's Booking Conditions, visit [eftours.com/bc](https://www.eftours.com/bc). Some countries may require aircraft insecticide treatment for in-bound foreign flights. Such countries can be found at [eftours.com/insecticide](https://www.eftours.com/insecticide).

² Adult supplement required for travelers age 20 and older at the time of travel.

^{*} We understand that plans sometimes change due to unforeseen circumstances. EF's Peace of Mind Program allows your entire group to change your tour or departure date. Your group can feel secure planning your trip, knowing that your plans are flexible.

Itinerary shown is for 2024 travel. Itineraries are subject to change biannually, please call for more details

Sample hotels

Every hotel we work with must meet our high standards for safety, quality, and cleanliness. Hotels are vetted by our team to make sure they meet our requirements and are subsequently inspected regularly to ensure they continue to satisfy those parameters. Please note that hotels abroad may have different amenities than travelers are accustomed to in the United States.

Here are some examples of hotels students might stay in on tour:

San Jose | Hotel Fleur de Lys

www.hotelfleurdelys.com

Hotel Fleu de Lys is located within a renovated villa and is surrounded by a garden with a view of the Flemish Polders. The hotel also features a heated, outdoor swimming pool (seasonal) and sauna. Each room comes with a minibar, radio, and TV.

Arenal | Hotel Castillo De Arenal

www.hotelcastillodelarenal.com

Hotel Castillo de Arenal is located in the General Villamil Beach resort. The hotel offers 45 rooms on 3 floors, all furnished with air conditioning, private bathrooms, hot showers, cable TV, and Internet access.

Sample meals

Meals are selected to establish a more immersive cultural experience and give students an idea of how locals eat. Below are some examples of local dishes travelers may try at the destination that your teacher has chosen, but please note that meals can vary from tour to tour.

On tour, breakfast generally is simple and will be at the hotel; it could be plated or buffet-style. Lunch typically is your chance to make culinary discoveries of your own. **Dinners** will be a mix of familiar dishes and local specialties. All meals will be a mix of familiar dishes and local specialties all served from a pre-set group menu.



Costa Rica: Sample Meals

Rice and beans, turkey sandwich, salad, fresh fruit juice

How I can help with next steps

My name is Ryan Simpson and I am Shawnee High School's dedicated Tour Consultant. That means I'll be working with Stephanie Caraway every step of the way to make sure everything is perfectly planned.

I work closely with Dayton-area teachers as well as administration, and I am happy to answer any additional questions about EF, the planning process, or our itineraries.

I hope this overview has given you the information you need to feel confident in EF as an educational travel provider. Should you have any questions or need any additional information, please do not hesitate to reach out to me directly. EF is excited to partner with your school to bring this life-changing experiential learning opportunity to your students.

Sincerely,
Ryan Simpson
r.simpson@ef.com
(617)-619-2132 (direct)

"I am now more confident than ever in the safety and experiences of my students after working with EF on this trip. As a leader, I am committed to ensuring a global mindset throughout my district and student/teacher travel."

Angela M., Administrator, Brunswick, ME

"I advocate for travel because the world is vast and diverse. If we want to truly understand our neighbors in other states or countries, we must reach out and meet them where they live. Travel provides a glimpse into another world that our students may have Googled or watched on a device, but living it with the smells, food, smiles, and various challenges teaches flexibility, tolerance, understanding, and empathy."

- Chuck C., Group Leader, Central, SC

From a single tour to a whole program

A single tour can open up endless possibilities for a small group of students. Our goal at EF is to bring that experience to as many students as possible, including the broadest collection of students at your school. By progressing from a single tour to a consistent travel program, you'll not only build a culture of exploration, but you'll provide the opportunity of travel to even more students. We can work directly with you and your staff to establish a framework for your travel program that's tailored specifically to your school's needs and goals.

**SERVICE PROVIDER CONTRACT****INTERNET SERVICE****Contract Number: MV-CS-FY24****470-Form #: 230015091****Entity Number: 129991****Allowable Contract Date: 02-28-23**

This agreement for the provision of unbundled Internet access service ("Agreement") is entered into as of this 28th day of February 2023, 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:

"Bandwidth Service Provider" shall mean the vendor sub-contracted by the Provider to provide transport for the contracted bandwidth.

"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, 2023 and ending June 30, 2026.

III. SERVICE

Provider shall furnish Customer unbundled Internet access services as further described in attached Exhibit A.

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. Provider may, or may not, purchase transport through a third-party Bandwidth Service Provider. The cost of transport from the Bandwidth Service Provider may vary and will be passed through directly to Customer. 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

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. Provider or Customer shall not be liable for any damages incurred as a result of the errors, omissions or negligence of the other party, its personnel, employees, agents or users. Provider or Customer 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 either party.

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.

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

B. 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:

Printed name of 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

INTERNET ACCESS SERVICES

This exhibit is hereby made part of the Internet Access Services 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.

1. Services

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

2. Installation Charges

Customer agrees to pay Provider for any installation costs, if incurred, as a result of providing Services to Customer.

3. Provider's Obligations

- a) Provider will provide sufficient training of Customer's personnel to permit Customer to perform all functions and procedures associated with the Internet Access connection.
- b) Provider will plan and coordinate all activities incidental to the implementation of the Internet access connection.
- c) Provider will own and assume all responsibilities for the equipment and facilities which provide physical Internet access system up to and including the router included in any Internet access connection.

4. Customer's Obligations

- a) Customer 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.

- b)** Customer will provide surge suppression for all devices either directly or indirectly connected to the Internet access connection. The surge suppression must meet UL1449 rating.
- c)** 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.
- d)** Customer will provide Provider with appropriate and sufficient space and electrical power to facilitate the Internet access connection installation.
- e)** Customer agrees not to connect any of its local area networks to alternative Internet service providers without Provider approval.
- f)** At the commencement of the Agreement, Customer shall identify up to three individuals, subject to change at the discretion of Customer upon prior written notice to Provider, authorized to contact Provider or its subcontractors regarding support of the Service. Customer contact with Provider regarding support of the Service shall be limited to such authorized individuals.
- g)** Customer agrees not to resell any Internet access services provided by Provider.

CUSTOMER:

Signature

Print Name and Title

Signature

Print Name and Title

PROVIDER:

Signature of Director

Thor Sage

Print Name

SCHEDULE 1

SUMMARY OF COSTS

This exhibit is hereby made a part of the Agreement by and between **Miami Valley Educational Computer Association** (" Provider ") and **Clark-Shawnee Local Schools**.

Services will be rendered for the period of the Agreement, unless otherwise stated below.

Provider will render a minimum of 1000 MB of basic conduit access to the Internet for the period of the Agreement. Customer may seek increased support, via a written request to Provider, in accordance with Chart A.

The minimum charges and service levels for basic conduit access to the Internet, based on a three year agreement, are indicated below.

July 1st, 2023 to June 30th, 2026

SPIN: 143025801	
INTERNET ACCESS SERVICES DESCRIPTION	
Minimum Data Transmission 1 1000mb connections	
Basic conduit service, including DNS, and basic firewall services.	
Monthly Charge	Annual Charge
\$1,487.00	\$17,844.00

As a reminder, this Agreement is not contingent upon approval for E-rate funding.

Service Locations

Clark Shawnee High School – 1675 E Possum Road, Springfield OH 45502

Connection costs based on bandwidth speeds are shown below in Chart A.

CHART A

Service up to	Monthly Cost	Annual Cost
1 – 2000mb connection	\$ 2,312.00	\$ 27,744.00

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

This Memorandum of Understanding is entered into on this 21st day of March, 2023 ("Effective Date") by and between the Clark-Shawnee Local Board of Education ("Board") and the Clark-Shawnee Local Education Association ("CSLEA") (collectively, "Parties") for the purpose of documenting mutual agreement to the payment of a one-time stipend to CSLEA bargaining unit employee Kate Johnson ("Teacher Johnson") for unforeseen and extra work performed during the 2022-2023 contract year as a result of the unexpected mid-year departure of a licensed intervention specialist assigned to a specific special needs classroom, and related to mid-year onboarding and mentoring of a newly-hired teacher to replace the intervention specialist who departed.

WHEREAS, the Board and CSLEA are Parties to Contractual Agreement(s) effective July 1, 2022 through June 30, 2025 ("Agreement"); and

WHEREAS, the provisions of the Agreement do not address the payment of a one-time stipend to any bargaining unit member for

performing unforeseen and extra work related to maintaining the workload of another bargaining unit employee who unexpectedly departs during the school year, or for performing extra work related to onboarding and mentoring of a new teaching employee, hired mid-year, to replace the departing bargaining unit employee and who is in the Resident Educator program; and

WHEREAS, Article 43 of the Agreement sets forth terms and conditions applicable to the Resident Educator program; and

WHEREAS, under the terms of Section C of Article 43, CSLEA bargaining unit employees who mentor one (1) newly hired teacher are to be compensated at .016 of the B.A. Degree (Class I, Step 0) rate and said amount is to be paid with the employee's regular paycheck; and

WHEREAS, the scope of specific mentor duties to be performed by Teacher Johnson for the newly-hired teaching employee for the remainder of the 2022-2023 school year is not yet defined or determined by the Parties; and

WHEREAS, the Parties wish to recognize and compensate Teacher Johnson for the unforeseen, extra work performed by Teacher Johnson during the second half of the 2022-2023 school year related to the

unexpected mid-year departure of a licensed intervention specialist assigned to a specific special needs classroom; and

WHEREAS, the Parties also wish to recognize and compensate Teacher Johnson for extra work performed related to onboarding and mentoring of a new teacher, hired mid-year to replace the licensed intervention specialist, and who is in the Resident Educator program;

NOW THEREFORE BE IT RESOLVED that the Parties mutually agree that bargaining unit employee Kate Johnson will receive a one-time only stipend in the amount of .016 of the B.A. Degree (Class I, Step 0) rate, in recognition of the unforeseen and extra work performed by Teacher Johnson related to the unexpected mid-year departure of an intervention specialist assigned to a specific special needs classroom, and for performing onboarding and mentoring of a newly-hired teacher to replace the licensed intervention specialist for the remainder of the 2022-2023 school year. The stipend set forth in this section shall be payable to Teacher Johnson through regular payroll occurring on June 20, 2023 and such stipend will not be paid by separate payment. The stipend will be subject to all standard payroll deductions and withholdings;

BE IT FURTHER RESOLVED that the Parties acknowledge and agree that the terms of this Memorandum of Understanding ("MOU") are non-precedent setting and do not create or establish any form or basis of past practice between the Parties as to the subject matters address in this MOU;

BE IT FURTHER RESOLVED that the Parties agree that this MOU shall expire at the end of the 2022-2023 contract year, with no further action required by the Parties.

The Parties each affirm that the terms of this Memorandum of Understanding were agreed to voluntarily and that the terms of this Memorandum of Understanding constitute the entire scope of understanding between the Parties as to the subject matters addressed herein. The terms of this MOU shall be binding upon the Parties upon execution and proper approval by the Parties.

CLARK-SHAWNEE LOCAL
BOARD OF EDUCATION

CLARK-SHAWNEE LOCAL
EDUCATION ASSOCIATION

DATE

DATE
