

**November 28, 2023**

The Clark-Shawnee Local Board of Education met in a regular session on November 28, 2023, at Clark-Shawnee Local Administrative Offices located at 3680 Selma Road, Springfield, Ohio, 45502. The meeting was called to order at 6:30 p.m. by President DeHart.

Those answering the roll by Mr. Faulkner:

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

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

All stood and recited the Pledge of Allegiance.

**ACCEPTANCE OF THE AGENDA (2023-1395)**

Dr. Page moved to accept the agenda and addendum.  
Mrs. Garrett Seconded the motion.

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

**REQUESTS AND CONCERNS OF THE GENERAL PUBLIC**

Jeff Hughes

Concerns about LifeWise

**Mr. Brian Kuhn conducted a hearing for the 2024-2025 calendar.**

## **ACCEPTANCE OF CONSENT CALENDAR – FINANCIAL (2023 - 1396)**

Mr. Galbreath 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. Appropriation Modification**
- 5. Five Year Forecast**
- 6. Hearing: IDEA Special Education Grant**

Mrs. Pierce Seconded the motion.

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

## **ACCEPTANCE OF CONSENT CALENDAR – PERSONNEL (2023-1397)**

Mrs. Garrett moved to approve the following:

### **Resignation**

#### **Support Staff**

To accept Ms. Lynne Banion, Financial Secretary/Latchkey Coordinator, letter of resignation effective November 10, 2023.

To accept Mr. Brian Masser, Assistant Superintendent, letter of resignation effective at the conclusion of business on January 1, 2024.

To accept Mr. Steven Williams, Bus Driver, letter of resignation effective December 8, 2023.

### **Employment**

#### **Additional Duty Certified**

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

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

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

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

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

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

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

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

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

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

#### Additional Duty Support Staff

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

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

To employ Mr. Brad McClintick as MS Wrestling Assistant Coach for the 2023-2024 school year.

#### Substitutes

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

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

## Volunteers

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

To approve Mr. Brian Masser as a volunteer consultant effective January 2, 2024 through July 31, 2024.

## **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]

## **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.

## **Non-Paid Leave**

To approve Mrs. Molly Ray's request for non-paid medical leave from January 17, 2024 through February 29, 2024.

To approve Mrs. Molly Ray's request for a non-paid leave of absence from March 1, 2024 through the end of the current contract year.

To approve Mrs. Amanda Roe's request for two days of non-paid leave taking place September 12-13, 2024.

To approve Mrs. Melissa Windle's request for 14.75 days of non-paid medical leave from December 7, 2023, through January 9, 2024.

Mr. Galbreath seconded the motion.

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

## **CONTRACT AMENDMENT SMITH (2023-1398)**

Mr. Galbreath moved to approve the following:

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.

Dr. Page seconded the motion.

Ayes: Galbreath, Garrett, Pierce, Page.

Abstain: DeHart.

**ACCEPTANCE OF CONSENT CALENDAR – MISCELLANEOUS (2023-1399)**

Dr. Page moved to approve the following:

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

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

**Approval of Memorandum of Understanding–Article 15**

To approve Mr. Brian Kuhn's, Superintendent, recommendation for approval of a Memorandum of Understanding with the Clark-Shawnee Local Education Association regarding Article 15, Contract Year. [Reference Exhibit B]

**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.

### **AUTHORIZING THE DISPOSAL OF PERSONAL PROPERTY OWNED BY THE BOARD AND NO LONGER NEEDED FOR SCHOOL PURPOSES**

The Superintendent requests authorization from the Board to conduct an auction for the rights to the demolition and salvage of the barn and shed (the "Property"), located at 3680 Selma Road, Springfield, Ohio 45502 (the "Location"), that are no longer needed for school purposes, and further requests authority to execute a bill of sale transferring possession of the Property to the highest bidder.

Rationale:

1. The school district has determined that the Property is no longer needed for school purposes.

2. The estimated value of the Property exceeds \$10,000.00, and as a result, the public auction procedures set forth in R.C. 3313.41 are required.
3. District administration has had an asbestos inspection performed for the Property, and has abated all asbestos identified in the report prepared by Dayton Environmental Testing, LLC, at the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

1. The Board determines that the Property has a value estimated to be in excess of \$10,000, and is not needed for school purposes.
2. The Superintendent, Treasurer, and any designees, working with legal counsel, are hereby authorized and directed to do all things necessary and consistent with this resolution to accomplish the sale of the Property by a public auction, and are authorized to conduct the auction.
3. The advertisement for the auction shall set forth the terms and conditions of the sale (including the "AS-IS" nature of the sale of the Property), and shall indicate the time, date, and location of the auction and shall contain such other information, conditions, and requirements as the Superintendent, Treasurer, and any designees, working with legal counsel, determine are necessary.
4. The Treasurer and Board President are authorized to execute the Bill of Sale transferring the Property to the highest successful bidder upon approval of the Board of Education.

Mrs. Pierce seconded the motion.

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

#### **EXECUTIVE SESSION - (2023-1400)**

Mrs. Garrett moved to go into Executive Session to consider the employment of a public employee (ORC 121.22 (G)(1)) at 8:50 pm.

Mrs. Pierce Seconded the motion.

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

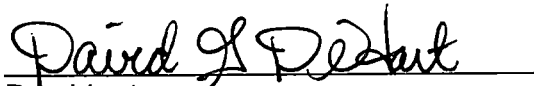
Mr. DeHart declared the board out of Executive Session at 8:57 pm.


**ADJOURNMENT**

Mrs. Garrett moved to adjourn the meeting at 8:58 p.m.

Mr. Galbreath Seconded the motion.

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

  
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President

  
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Treasurer

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
WILLO00030	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

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