

February 22, 2024

The Clark-Shawnee Local Board of Education met in a regular session on February 22, 2024, at Clark-Shawnee Local Administrative Offices located at 3680 Selma Road, Springfield, Ohio, 45502. The meeting was called to order at 7:00 p.m. by President Galbreath.

Those answering the roll by Mr. Faulkner:

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

Also present: Mr. Brian Kuhn, Superintendent

All stood and recited the Pledge of Allegiance.

All observed a moment of silence for Roy Schmunk, former Clark-Shawnee Schools Superintendent.

ACCEPTANCE OF THE AGENDA (2024-1410)

Mr. DeHart moved to accept the agenda and addendum.

Dr. Page Seconded the motion.

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

The President declared the motion carried.

REQUESTS AND CONCERNS OF THE GENERAL PUBLIC

Matthew Cain
Erin Hannan
Jeff Hughes

Cheer Building/Football Scoreboard
Athletic Facilities
Church Affiliation

ROUNDTABLE

Career Technology Center Update

Mr. Ben Galbreath, member of the CTC Board, provided an update on the activities of the Career Technology Center.

District Update

Mr. Brian Kuhn, Superintendent, provided an update to the Board of Education on the following topics.

1. CEDA Proceedings
2. Facilities Update - dugouts and lighting
3. February and March Professional Development Days - COPE Simulation through ThinkTank
4. Shawnee Elementary's Preschool Spacing
5. Wittenburg University's Job Fair, March 6th
6. Southwest Ohio OSBA Conference

ACCEPTANCE OF CONSENT CALENDAR – FINANCIAL (2024 - 1411)

Mrs. Pierce moved to approve the following:

1. **Signing of the Minutes of the Previous Meeting**
2. **Treasurer's Report and Condition of the Funds**
3. **Monthly Bills and Allowance of those that are in Order**
4. **Appropriations Modification**
5. **Acceptance of a donation from The Carleton F. & Ruth T. Davidson Trust, in the amount of \$18,000.00 to cover the transportation costs associated with the band trip to Chicago in November, 2024.**
6. **Resolution Accepting Amounts and Rates**

WHEREAS, the Clark-Shawnee Board of Education ["Board"] in accordance with the provisions of the law has previously adopted a Tax Budget for the next succeeding fiscal year commencing July 1, 2024; and

WHEREAS, The Budget Commission of Clark County, Ohio has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten-mill tax limitation;

THEREFORE, BE IT RESOLVED, By the Board of Education of the Clark-Shawnee Local School District, Clark County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and

BE IT FURTHER RESOLVED, that there be and is hereby levied on the tax duplicate of said School District the rate of each tax necessary to be levied within and without the ten-mill limitation as follows:

SCHEDULE A					
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX, APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES					
FUND		Amount to Be Derived from Levies Inside the 10 Mill Limitation	Amount to Be Derived from Levies Outside the 10 Mill Limitation	County Auditor's Estimate of Tax Rate to Be Levied	
				Inside 10 Mill Limit	Outside 10 Mill Limit
		Column II	Column IV	V	VI
General Fund		\$2,980,171	\$6,975,248	6.600	25.300
Substitute Levy Fund			\$4,741,180		10.500
Bond Retirement Fund			\$1,923,565		4.260
Totals		\$2,980,171	\$13,639,993	6.600	40.060

SCHEDULE B		
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES		
FUND	Maximum Rate Authorized to be Levied	County Auditor's Estimate of Yield of Levy
Current Expense Levy authorized by voters on November, 1976 for not to exceed Continuing years.	25.30	\$6,975,248
Substitute Levy authorized by voters on August 3, 2022 for not to exceed Continuing years.	5.47 *	\$2,469,929
Substitute Levy authorized by voters on August 3, 2022 for not to exceed Continuing years.	5.03 *	\$2,271,251
* = Millage needed based upon current values for tax year 2023.		
Totals	35.800	\$11,716,428

AND BE IT FURTHER RESOLVED, that the Treasurer of this Board be and is hereby directed to certify a copy of this resolution to the Clark County Auditor.

Mr. DeHart Seconded the motion.
Ayes: Garrett, Page, Pierce, DeHart, Galbreath.

ACCEPTANCE OF CONSENT CALENDAR – PERSONNEL (2024-1412)

Dr. Page moved to approve the following:

Resignations

To accept Mrs. Rebecca Barger, Bus Driver, letter resigning from her Preschool Bus Driver position effective January 5, 2024.

To accept Mrs. Anne Berry, Teacher, letter of resignation effective at the end of the current contract year.

To accept Mrs. Michelle Kiess, Aide, letter of resignation effective January 29, 2024.

To accept Mrs. Molly Ray, Teacher, letter of resignation effective at the end of the current contract year.

Employment

Certified

To employ Ms Alaina Collins as Certified Tutor for the 2023-2024 school year.

To employ Mrs. Nicole Newman as Certified Tutor for the 2023-2024 school year.

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

Support Staff

To employ Mrs. Michelle Kiess as Preschool Aide for the 2023-2024 school year effective January 30, 2024.

Certified Substitute

To employ Mr. Earnest Keppler as a Long-Term Substitute Teacher for the 2023-2024 school year effective January 29, 2024.

Support Staff Substitute

To employ Ms. Daphnee Thelumar as Substitute Bus Driver for the 2023-2024 school year.

Additional Duty (Certified)

To employ Mr. Jeff Bumgardner as Track, High School Assistant Coach for the 2023-2024 school year.

To employ Mr. Jeff Collins as Tennis, Varsity Coach for the 2023-2024 school year.

To employ Mr. Blake Garberich as Site Manager, Winter for the 2023-2024 school year.

To employ Mrs. Elisabeth Hirtzinger as Camp Invention, Teacher for the 2023-2024 school year.

To employ Mr. Jason Mattern as Track, High School Assistant Coach for the 2023-2024 school year.

To employ Mr. Rick Meeks as Track, High School Assistant Coach for the 2023-2024 school year.

To employ Mrs. Tamara Thomas as Camp Invention, Teacher for the 2023-2024 school year.

To employ Mr. Tommy Thompson as Baseball, Varsity Assistant Coach for the 2023-2024 school year.

To employ Mrs. Mary Tucker as Camp Invention, Director for the 2023-2024 school year.

To employ Ms Mya Violet as Camp Invention, Teacher for the 2023-2024 school year.

To employ Mrs. Susan Watkins as Camp Invention Teacher 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 Mr. Gary Baugh as Softball, High School Assistant Coach for the 2023-2024 school year. Mr. Baugh is a lay coach.

To employ Mr. Logan Griffith as Track, Middle School Head Coach for the 2023-2024 school year. Mr. Griffith is a lay coach.

To employ Mr. Shane Hannan as Softball, High School Assistant Coach for the 2023-2024 school year. Mr. Hannan is a lay coach.

To employ Mr. Nathan Krouse as Track, Middle School Assistant Coach for the 2023-2024 school year. Mr. Krouse is a lay coach.

To employ Mrs. Kelly Rodriguez as Assistant High School Track Coach for the 2023-2024 school year. Mrs. Rodriguez is a lay coach.

To employ Ms. Abigail Schofield as Track, Middle School Assistant Coach for the 2023-2024 school year. Ms Schofield is a lay coach.

Volunteers

To approve Mr. Agustin Rodriguez as Volunteer Assistant Wrestling Coach for the 2023-2024 school year.

To approve Mr. Andrew Tincher as Volunteer Boys Basketball Coach for the 2023-2024 school year.

Non-Paid Leave

To approve Mrs. Karen Clinger's request for one-quarter day of non-paid leave on January 5, 2024.

To approve Mrs. Amanda Roe's request to modify the non-paid leave request, as approved during the November 28, 2023 Board meeting, to include September 11, 2024.

Resolution to Rescind the Termination of Non-Teaching Employee Glenn Castle

WHEREAS, the Clark-Shawnee Local School District Board of Education ("Board") employed Glenn Castle ("Castle") under a continuing, non-teaching employment contract pursuant to R.C. 3319.081; and

WHEREAS, on January 9, 2024, the Board took official public action pursuant to Ohio Revised Code Section 3319.081 to terminate Castle's continuing, non-teaching employment contract effective immediately on the grounds of violation of written rules

and regulations as set forth by the board of education and neglect of duty, based on Castle being absent without approved or authorized leave as of December 15, 2023, and

WHEREAS, prior to Board action on January 9, 2024, Castle had been on an extended, unpaid leave of absence from his non-teaching contract position for the last several years, pursuant to the provisions of R.C. 3319.13; and

WHEREAS, the last unpaid leave of absence granted by the Board to Castle pursuant to the provisions of R.C. 3319.13 expired on December 14, 2023; and

WHEREAS, on January 23, 2024, the Board received written notice from counsel for Castle that the basis for the last unpaid leave of absence granted by the Board to Castle pursuant to R.C. 3319.13 had been extended by the Ohio Bureau of Workers' Compensation; and

WHEREAS, the Board's records reflect that no other action was taken by the Board following the action to terminate Castle's continuing, non-teaching employment contract on January 9, 2024, except for written notice of same being issued to Castle; and

WHEREAS, the Board has fully considered all matters presented regarding Glenn Castle's employment with the District, and has determined to extend Castle's unpaid leave of absence, pursuant to the provisions of R.C. 3319.13, for the period retroactive to December 15, 2023, through June 15, 2024, based upon documentation provided by Castle's counsel received by the Board on January 23, 2024;

NOW, THEREFORE BE IT RESOLVED, that the Clark-Shawnee Local School District Board of Education ("Board") hereby acts to rescind the official public action taken by the Board at the Board's public meeting on January 9, 2024, to terminate the continuing, non-teaching employment contract of Glenn Castle ("Castle");

BE IT FURTHER RESOLVED, that the Board acts to approve an unpaid leave of absence for Glenn Castle for the period retroactive to December 15, 2023, through June 15, 2024, pursuant to the provisions of R.C. 3319.13;

BE IT FURTHER RESOLVED, that the Board hereby directs its Superintendent and Treasurer to issue written notice of same, along with a copy of this Resolution, to Castle via certified U.S. mail;

BE IT FURTHER RESOLVED, that the Board directs its Treasurer to amend the official minutes of the Board in accordance with the terms of this Resolution and to present same to the Board for approval at the Board's next regular public meeting;

BE IT FURTHER RESOLVED, that the Board further directs its Superintendent and Treasurer to correct and amend any and all personnel records maintained by the Board

regarding the employment of Glenn Castle under a continuing, non-teaching employment contract pursuant to R.C. 3319.081, in accordance with this action.

Mrs. Pierce seconded the motion.

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

ACCEPTANCE OF CONSENT CALENDAR – MISCELLANEOUS (2024-1413)

Mr. DeHart moved to approve the following:

Approval of Memorandum of Understanding–Article 15

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

Approval of Memorandum of Understanding–Fall Drama Advisor

Mr. Brian Kuhn, Superintendent, is recommending approval of a Memorandum of Understanding with the Clark-Shawnee Local Education Association regarding the Fall Drama Advisor supplemental contract. [Reference Exhibit B]

Approval of Memorandum of Understanding–Fall Drama Assistant Advisor

Mr. Brian Kuhn, Superintendent, is recommending approval of a Memorandum of Understanding with the Clark-Shawnee Local Education Association regarding the Fall Drama Assistant Advisor supplemental contract. [Reference Exhibit C]

Open Enrollment

Mr. Brian Kuhn, Superintendent, is recommending the Clark-Shawnee Local Board of Education approve inter-district and intra-district open enrollment for the 2024-2025 school year.

Approval of Technical Changes to Board Policies

Mr. Brian Kuhn, Superintendent, recommends that the Board approve technical changes to Board Policies– 1422, 1623, 1662, 2260, 2260.01, 2266, 3122, 3123, 3362, 4122, 4123, 4362, & 5517. [Reference Exhibit D]

Resolution Recommending Amendment to the Ohio School Boards Association 2024 Legislative Platform

WHEREAS, Clark-Shawnee Local School District is a member of the Ohio School Boards Association (“OSBA”), and

WHEREAS, the OSBA advocates through a "legislative platform" that is reviewed and amended each year by OSBA member districts, and

WHEREAS, the current legislative platform contains language related to supporting legislation that prohibits townships, municipalities, or counties from imposing a unilateral tax exemption upon a school district.

NOW THEREFORE, BE IT RESOLVED, that the Clark-Shawnee Local School District Board of Education ("Board") recommends the following language changes be added to the legislative platform:

OSBA supports legislation that:

- prohibits a township, municipality, or county from imposing a unilateral tax exemption upon a school district.
- requires school tax levy money which has been voted upon to be used for the funding of schools be exempt from Tax Increment Financing ("TIF") and Community Reinvestment Area ("CRA") allowed under ORC 5709.40.

BE IT FURTHER RESOLVED, that the Board directs the Superintendent to send this resolution to the OSBA forthwith.

Resolution to Declare District Property Obsolete and Dispose of the Same

WHEREAS, the Clark-Shawnee Local School District Board of Education ("Board") has adopted Policies 7300, Disposition of Real Property/Personal Property, and 7310, Disposition of Surplus Property, based upon the authority found in ORC Section 3313.41, in regards to disposal of real or personal property the Board owns in its corporate capacity; and

WHEREAS, Policy 7300 provides as the basic premise to disposal of Board property as follows: "[t]he Board of Education believes that the efficient administration of the District may require the disposition of real property and/or personal property that it no longer necessary to meet the educational or operational needs of the School District"; and

WHEREAS, both Policy 7300 and 7310 address the process by which the Board may dispose of real or personal property it owns in its corporate capacity that does not exceed in value ten thousand dollars (\$10,000); and

WHEREAS, Policy 7310 provides in pertinent part: "[t]he Superintendent is authorized to dispose of obsolete instructional and other property by selling it to the highest bidder, by donation to appropriate parties, or by proper waste removal"; and

WHEREAS, the Board owns certain real property [barn and two silos located at 3680 Selma Road and old field house/cheer building located at 1675 East Possum Road] which will not be able to be used, sold, or donated pursuant to the provisions of

Ohio Revised Code Section 3313.41, or the provisions of Board Policy 7300 or 7310, due to the fact that the real property is obsolete and unusable, is not transferable, and has no declared value due to significant deterioration of conditions of said property; and

WHEREAS, the Superintendent has recommended that it is in the best interests of the Clark-Shawnee Local School District to dispose of the unneeded items of real property which will not be able to be used, sold, or donated pursuant to the provisions of Ohio Revised Code Section 3313.41, or the provisions of Board Policy 7300 or 7310, as obsolete property of the Board and to dispose of same by demolition and proper waste removal which will be at \$46,400.00 cost to the District;

NOW, THEREFORE BE IT RESOLVED that the Clark-Shawnee Local School District Board of Education ("Board") hereby acts to declare the unneeded items of real property [insert 2 building descriptions here, including approximate location of each of the 2 buildings] which will not be able to be used, sold, or donated pursuant to the provisions of Ohio Revised Code Section 3313.41, or the provisions of Board Policy 7300 or 7310, as obsolete property of the Board, and authorizes the disposal of same by demolition and proper waste removal which will be at \$46,400.00 cost to the District;

BE IT FURTHER RESOLVED that the Board hereby acts to declare the value of the unneeded real property to be less than ten thousand dollars (\$10,000);

BE IT FURTHER RESOLVED that the Board authorizes the Superintendent to choose proper demolition and waste removal method for the unneeded real property [barn and two silos located at 3680 Selma Road and old field house/cheer building located at 1675 East Possum Road];

BE IT FURTHER RESOLVED THAT, the Board directs its Superintendent and Treasurer to execute all terms of this resolution faithfully and in accordance with the Board's declarations set forth herein.

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

ACCEPTANCE OF CONSENT CALENDAR – REAL PROPERTY VALUATION COMPLAINTS (2024-1414)

Mr. DeHart moved to approve the following:

Resolution to File Complaint Against the Valuation of Real Property for Tax Year: 2023

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

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: 2023

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

- 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.

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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

- 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.

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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

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.

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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

- 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.

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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

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.

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BE IT RESOLVED,

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Owner

AARR, LLC
7100 E. Prentice Ave.
Greenwood Village, CO 80111

Parcel No. && Street

- 1 300-06-00012-000-114: 2118 W. First St., Springfield OH 45504
- 2 300-06-00012-000-211: 2140 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.

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Owner

Sheetz, Inc.
5700 Sixth Ave.
Altoona, PA 16602

Parcel No. && Street

- 1 300-07-00003-000-135: 4700 S. Charleston Pk., 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.

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

ADDITIONAL ITEMS FOR BOARD DISCUSSIONS AND/OR ACTION

Board Meeting Date Modification

July Meeting – July 18, 2024 6:30 PM Clark-Shawnee Administrative Offices

OSBA Role Changes–2024

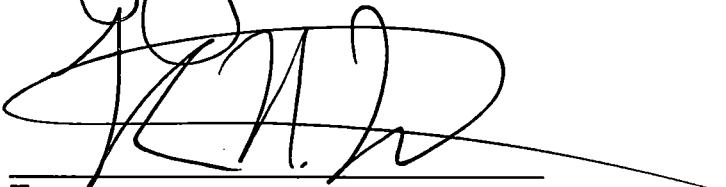
Dr. Susan Page will serve as Legislative Liaison.
Mrs. Judy Pierce will serve as Delegate to the OSBA Assembly.

ADJOURNMENT

Mrs. Pierce moved to adjourn the meeting at 8:40 p.m.
Mrs. Garrett Seconded the motion.
Ayes: Garrett, Page, Pierce, DeHart, Galbreath.



President



Treasurer

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

This Memorandum of Understanding (“MOU”) is entered into by and between the Clark-Shawnee Local Board of Education (“the Board”) and the Clark-Shawnee Local Education Association (“the Association”) (collectively, “Parties”) on this 22nd day of February, 2024 (“Effective Date”) for the purpose of documenting the Parties’ one-time mutual agreement to address the declaration of a calamity day on January 3, 2024, as a result of unforeseen shortages in essential support staff employees, which is not a reason specified in the Parties’ negotiated Contractual Agreement(s) for the declaration of a calamity day. This MOU shall expire at the end of the 2023-2024 contract year (specifically, June 30, 2024), with no further action required by the Board or the Association.

WHEREAS, the Board and the Association are parties to a negotiated Contractual Agreement(s), effective July 1, 2022 through June 30, 2025; and

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, which is defined in Section D of Article 15 of the Contractual Agreement(s) as, “[a]n instructional day when the closing of school is deemed necessary as a

result of disease, epidemic, physical conditions of school building(s) that require closure, or hazardous weather conditions”; and

WHEREAS, the Parties acknowledge and agree that on January 3, 2024, which was a scheduled instructional day, there were an insufficient number of bus drivers available to provide for the transportation of students to school, which necessitated the declaring of a calamity day for both students and bargaining unit employees; and

WHEREAS, the Parties further acknowledge and agree that bargaining unit employees were not required to report to work, or perform any work, on the declared calamity day, January 3, 2024, despite the fact that staff shortage is not a reason set forth in the Contractual Agreement(s) for the declaration of calamity;

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. For instructional day January 3, 2024 only, which was declared a calamity day for both students and bargaining unit employees, due to insufficient number of staff available to provide for the transportation of students to school, bargaining unit employees were not required to report to work, or perform any work, and such day is deemed to be one (1) of the school district’s calamity days occurring during the 2023-2024 school year;
2. For the purposes of this MOU only, all bargaining unit employees will receive full pay for the calamity day declared on January 3, 2024, despite the fact that the reason for the declaration of the calamity day is not consistent with the provisions of Section D of Article 15 of the Contractual Agreement(s);
3. The calamity day declared on January 3, 2024, shall count as a calamity day for the 2023-2024 school year for the purposes of calculating the number of calamity

days before bargaining unit employees are required to make up calamity days through additional instructional days in accordance with the District's adopted calendar for the 2023-2024 school year;

4. This Memorandum of Understanding is a one-time agreement only, to address the unforeseen and unique circumstances that arose as a result of staff shortages occurring on January 3, 2024, only;
5. 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.

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 22nd day of February, 2024 ("Effective Date").

CLARK-SHAWNEE LOCAL
BOARD OF EDUCATION

CLARK-SHAWNEE LOCAL
EDUCATION ASSOCIATION

MOU–Drama, Fall Advisor

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 22nd day of February, 2024 (“Effective Date”) for the purpose of documenting agreement between the Parties modify the compensated as related to corresponding modified performance in duties of the position of Drama, Fall Advisor for the 2023-2024 school year under Article 29, Salary Schedules, Extra Duty Compensation Plan, of the Parties’ negotiated Contractual Agreement(s) (effective July 1, 2022 through June 30, 2025) (“Contractual Agreements”). This MOU shall be effective for the 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, Article 29, Salary Schedules, Extra Duty Compensation Plan, of the Parties’ Contractual Agreement(s) addresses the terms and conditions of employment pertaining to supplemental contract positions and compensation; and

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

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

MOU–Drama, Fall Advisor

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

WHEREAS, the Board employs Association employee Brian Szekacs in the supplemental contract position of Drama, Fall Advisor, for the 2023-2024 school year; and

WHEREAS, under said supplemental contract position, Mr. Szekacs was to conduct a murder mystery dinner theater in lieu of the fall play for the 2023-2024 school year; and

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

WHEREAS, the Parties have determined that Mr. Szekacs performed seventy-five percent (75%) of the duties for the Drama, Fall Advisor supplemental contract position for the 2023-2024 contract year, and have agreed to modify the terms and conditions of compensation for the position according to the terms of this Memorandum of Understanding;

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. Association employee Brian Szekacs will receive payment equal to seventy-five percent (75%) of the supplemental contract amount issued to Mr. Szekacs for the position of Drama, Fall Advisor, 2023-2024 contract year;

MOU–Drama, Fall Advisor

2. The payment of the seventy-five percent (75%) of the supplemental contract amount for the position of Drama, Fall Advisor, for the 2023-2024 is based upon Mr. Szekacs performance of seventy-five percent (75%) of the duties for the position for the 2023-2024 contract year, in conducting the murder mystery dinner theater;
3. Payment of the seventy-five percent (75%) of the supplemental contract amount for the position of Drama, Fall Advisor, for the 2023-2024 contract year will be made in accordance with all other applicable provisions of the Parties' Contractual Agreement(s);
4. This Memorandum of Understanding is a one-time agreement only, to address the unique circumstances involved in the inability of Mr. Szekacs to fully perform all duties of the Drama, Fall Advisor, supplemental contract position for the 2023-2024 contract year, and accordingly this Memorandum of Understanding shall not constitute any form of precedent or past practice as between the Parties, and this Memorandum of Understanding shall have no binding effect on any other provision of the Parties' Contractual Agreement(s) other than as specifically set forth above;
5. This Memorandum of Understanding shall not impact the Contractual Agreement(s) between the Parties in any other way;

MOU-Drama, Fall Advisor

IN WITNESS WHEREOF this Memorandum of Understanding is entered into voluntarily by its parties on this the 22nd day of February, 2024 ("Effective Date").

CLARK-SHAWNEE LOCAL
BOARD OF EDUCATION

CLARK-SHAWNEE LOCAL
EDUCATION ASSOCIATION

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 22nd day of February, 2024 (“Effective Date”) for the purpose of documenting agreement between the Parties modify the compensated as related to corresponding modified performance in duties of the position of Drama, Fall Advisor Assistant for the 2023-2024 school year under Article 29, Salary Schedules, Extra Duty Compensation Plan, of the Parties’ negotiated Contractual Agreement(s) (effective July 1, 2022 through June 30, 2025) (“Contractual Agreements”). This MOU shall be effective for the 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, Article 29, Salary Schedules, Extra Duty Compensation Plan, of the Parties’ Contractual Agreement(s) addresses the terms and conditions of employment pertaining to supplemental contract positions and compensation; and

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

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

MOU–Drama, Fall Advisor Assistant

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

WHEREAS, the Board employs Association employee Beth Szekacs in the supplemental contract position of Drama, Fall Advisor Assistant, for the 2023-2024 school year; and

WHEREAS, under said supplemental contract position, Mrs. Szekacs was to conduct a murder mystery dinner theater in lieu of the fall play for the 2023-2024 school year; and

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

WHEREAS, the Parties have determined that Mrs. Szekacs performed seventy-five percent (75%) of the duties for the Drama, Fall Advisor Assistant supplemental contract position for the 2023-2024 contract year, and have agreed to modify the terms and conditions of compensation for the position according to the terms of this Memorandum of Understanding;

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. Association employee Beeth Szekacs will receive payment equal to seventy-five percent (75%) of the supplemental contract amount issued to Mrs. Szekacs for the position of Drama, Fall Advisor Assistant, 2023-2024 contract year;

MOU–Drama, Fall Advisor Assistant

2. The payment of the seventy-five percent (75%) of the supplemental contract amount for the position of Drama, Fall Advisor Assistant, for the 2023-2024 is based upon Mrs. Szekacs performance of seventy-five percent (75%) of the duties for the position for the 2023-2024 contract year, in conducting the murder mystery dinner theater;
3. Payment of the seventy-five percent (75%) of the supplemental contract amount for the position of Drama, Fall Advisor Assistant, for the 2023-2024 contract year will be made in accordance with all other applicable provisions of the Parties' Contractual Agreement(s);
4. This Memorandum of Understanding is a one-time agreement only, to address the unforeseen and unique circumstances involved in the inability of Mrs. Szekacs to fully perform all duties of the Drama, Fall Advisor Assistant, supplemental contract position for the 2023-2024 contract year, and accordingly this Memorandum of Understanding shall not constitute any form of precedent or past practice as between the Parties, and this Memorandum of Understanding shall have no binding effect on any other provision of the Parties' Contractual Agreement(s) other than as specifically set forth above;
5. This Memorandum of Understanding shall not impact the Contractual Agreement(s) between the Parties in any other way;

IN WITNESS WHEREOF this Memorandum of Understanding is entered into voluntarily by its parties on this the 22nd day of February, 2024 ("Effective Date").

MOU-Drama, Fall Advisor Assistant

**CLARK-SHAWNEE LOCAL
BOARD OF EDUCATION**

**CLARK-SHAWNEE LOCAL
EDUCATION ASSOCIATION**

Book	Policy Manual
Section	Technical Changes Affirmed by the Board
Title	NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code	po1422
Status	
Adopted	December 18, 2012
Last Revised	December 16, 2021

1422 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category in its programs and activities, including employment opportunities.

Definitions:

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant: is the individual who alleges or is alleged to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent: is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community: means students and Board employees (i.e., administrators and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties: include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with or seeking to do business with the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): unless expressly stated otherwise, the term "day" or "days" as used in this policy means a business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services which includes the performance of duty, on a voluntary or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

District Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs"):

Mr. Brian Masser
Assistant Superintendent
937-717-2404
3680 Selma Road

Springfield, OH 45502
Brian.Masser@cslocal.org
Mr Adam Billet
Middle School Principa
1675 E. Possum Road
Springfield, OH 45502
937-717-2402
adam.billet@cslocal.org

Mrs. Amanda Shaffer
PreK-2 Principal
937-717-2403
1841 E. Possum Road
Springfield, OH 45502
Amanda.Shaffer@cslocal.org

The names, titles, and contact information of these individuals will be published annually on the School District's website.

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. Any sections of the District's collectively-bargained, negotiated agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. A copy of each of the Acts and regulations on which this notice is based is available upon request from a CO.

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are required to report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level official who receives such a report shall file it with one (1) of the COs within two (2) days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. The COs shall accept reports of unlawful discrimination/retaliation directly from any member of the School District community or a Third Party or receive reports that are initially filed with another Board employee. Upon receipt of a report of alleged discrimination/retaliation, one (1) of the COs will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation) or will designate a specific individual to conduct such a process. A CO will provide a copy of this policy to the Complainant and the Respondent. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to one (1) of the COs within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one (1) of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, one (1) of the COs or a designee must contact the Complainant within two (2) business days to advise of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure (See Form 1422 F2)

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination or retaliation may seek resolution of the complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged to file a complaint within thirty (30) calendar days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who alleges unlawful discrimination or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who participate in the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe doing so, the individual should tell or otherwise inform the Respondent that the allegedly discriminatory/retaliatory conduct is inappropriate and must stop. The Complainant should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel the Complainant when taking this initial step or to intervene on behalf of the individual if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination (e.g., sex discrimination), the CO may advise against the use of the informal complaint process.

A Complainant who alleges unlawful discrimination/retaliation may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to one (1) of the COs; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one (1) of the COs who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide the Complainant with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one (1) or more of the following:

- A. Advising the Complainant about how to communicate concerns to the Respondent.
- B. Distributing a copy of Policy 1422 - Nondiscrimination and Equal Employment Opportunity to the individuals in the school building or office where the Respondent works.
- C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint and, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one (1) of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

A Complainant may file a formal complaint, either orally or in writing, with a Principal, one (1) of the COs, the Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a Principal, Superintendent, or other District official, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to one (1) of the COs within two (2) business days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions deemed appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, a CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 1422 - Nondiscrimination and Equal Employment Opportunity. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in unlawful discrimination/retaliation of the Complainant. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used. The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or the designee, the Superintendent must either issue a written decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate, effective, and tailored to the

specific situation.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination/retaliation by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action, up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and discrimination, in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation which may include, but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 6/30/17
Revised 7/16/18
Revised 11/20/18

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Legal

A.C. 3301-35-03(A)

R.C. 4112.01, 4112.02

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

29 C.F.R. Part 1635

29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended

34 C.F.R. Part 110 (7/27/93)

42 U.S.C., 2000e, et seq., Civil Rights Act of 1964

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

Last Modified by Norm Burkhardt on January 10, 2024