

**IN THE COMMON PLEAS COURT OF ATHENS COUNTY, OHIO  
CIVIL DIVISION**

**JONATHAN AMLIN**  
7119 State Route 329  
Guysville, Ohio 45735

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

Plaintiff,

vs.

**FEDERAL HOCKING LOCAL SCHOOL DISTRICT**  
8461 State Route 144  
Stewart, Ohio 45778

**COMPLAINT WITH JURY DEMAND**

Defendant.

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Now comes Plaintiff by his attorney and for his Complaint against Defendant states and avers as follows:

**I. NATURE OF ACTION, PARTIES, JURISDICTION AND VENUE**

1. This is an action for breach of a written employment contract, a copy of which is attached hereto as Plaintiff's Exhibits A.
2. Plaintiff is a resident of Athens County and the current Principal of Federal Hocking High School.
3. Defendant is Plaintiff's current employer.
4. This Court has subject matter jurisdiction over breach of contract actions.
5. Venue in this County is proper as Defendant conducts school activities in this County and the contract at issue was executed in this county.

**II. BACKGROUND INFORMATION**

6. Plaintiff restates the allegations of paragraph 1-5 herein.
7. On or about April 28, 2022, Plaintiff entered into a written contract with Defendant. A copy of which is attached as Exhibit A.
8. Ohio Revised Code Section 3319.02(c) provides that in respect to local school districts, such as Defendant herein, the Board of Education shall execute a written contract of employment with each assistant superintendent principal, assistant principal, and other administrator it employs or reemploys.
9. Ohio Revised Code 3319.02 (D)(2)(c)(1) further requires each Board shall adopt procedures for the evaluations of principals and shall evaluate the principals in accordance with those proceedings. Defendant has adopted proceedings for the evaluation of principals, such as Plaintiff, but in respect to Plaintiff has not followed them.
10. Ohio Revised Code Section 3319.02 (D)(5) further provides if a Board fails to provide evaluation pursuant to division (D)(2)(c)(1)... the employee automatically shall be reemployed at the same salary plus any increments that may be authorized by the board and in the case of a principal employed for three years, for an additional two year period.
11. By failing to provide Plaintiff the required evaluation for the 2023-2024 school year, Plaintiff's principal contract was automatically extended at least through the 2025-2026 school year.
12. Defendant has advised Plaintiff that it will not honor his contract for the 2025-2026 school year, because it does not believe the contract was automatically extended.
13. As a result of Defendant's actions, Plaintiff has been damaged.

**III. CAUSES OF ACTION**  
**A. Breach of Employment Contract**

14. Plaintiff restates the allegations of paragraphs 1-13 herein.

15. Defendant failed to honor Plaintiff's contract through the end of the 2025-2026 school year as required by Section 3319.02 (D)(5), upon its automotive renewal.

16. As a result of Defendant's actions, Plaintiff has been damaged.

**B. Declaratory Judgment**

17. Plaintiff restates the allegations of paragraphs 1-16 herein.

18. Plaintiff states that an actual controversy exists with Defendant as to whether his contract attached as Exhibit A was automatically renewed for an additional two year period at the end of the 2023-2024 school year for failing to provide him the evaluations mandated by state law.

19. Plaintiff asserts that a speedy resolution of the issue set forth above will eliminate costly and protracted litigation.

20. This Court has the ability to determine the issues based on existing law.

**VI. PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff demands judgment against Defendant for breach of contract and damages if he is not retained as Principal throughout the 2025-2026 school year and in the alternative that this Court issue a declaratory judgment that Plaintiff's contract automatically renewed such that its expiration date is now 2025-2026 school year.

Respectfully submitted,

DUWEL LAW

/s/ David M. Duwel  
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130 West Second Street, Ste 2101  
Dayton, Ohio 45402  
PH: (937) 297-1154  
FAX: (937) 297-1152  
Attorney for Plaintiff

## ADMINISTRATOR CONTRACT

It is hereby agreed by and between the Board of Education of the **Federal Hocking Local School District** in Athens County, Ohio, hereinafter called the **BOARD**, and **Jake Amlin**, hereinafter referred to as **ADMINISTRATOR**, that said **BOARD** has and does hereby employ the said **ADMINISTRATOR** in the position of **High School Principal**, commencing on **August 1, 2022**, and expiring on **July 31, 2025**.

**ADMINISTRATOR** shall perform the duties in and for the public school in said district as prescribed by the laws of the State of Ohio and by the rule, regulations and applicable job description, along with all amendments adopted by the **BOARD**.

In consideration of a salary approved by the Board, said **ADMINISTRATOR** agrees to perform faithfully the duties of said position(s). **ADMINISTRATOR** may, during the term of this contract, be subject to reassignment to other administrative positions and/or responsibilities at the discretion of the **BOARD** or the Superintendent acting on its behalf.

**ADMINISTRATOR**'s annual salary of **\$100,000.00** shall be paid in equal installments in accordance with **BOARD** policy. The **BOARD** hereby retains the right to increase **ADMINISTRATOR**'s annual salary during the term of this contract, but said salary shall not be reduced, except as provided by law.

Throughout the term of this contract, **ADMINISTRATOR** shall be subject to the termination of this contract by the **BOARD** pursuant to the reasons and procedure set forth in R.C. 3319.16.

**ADMINISTRATOR** agrees that notification has been given under Sections 3307.01 to 3307.72 of the Ohio Revised Code relating to **STRS**, and under Sections 3309.01 to 3309.70 of the Ohio Revised Code relating to **SERS**, whichever may be applicable. **ADMINISTRATOR** hereby expressly accepts the duties and obligations stated therein.

It is further agreed that **ADMINISTRATOR** will furnish throughout the life of this contract a valid and appropriate certificate/license to act as an **ADMINISTRATOR** in the position previously designated and that the **ADMINISTRATOR** hereby agrees to devote time, skill, labor, and attention to said employment during the term of this contract and perform other duties as assigned. These duties will generally be performed during the normal business hours, but it is expressly agreed that the duties of this position will require the **ADMINISTRATOR** to work during times other than normal business hours. Total days to be worked are **260** days. (12 months)



The BOARD shall reimburse ADMINISTRATOR for all actual necessary travel and other expenses required in the performance of official duties during the employment under this contract subject to such limitation as provided by law and by BOARD policy.

ADMINISTRATOR shall be entitled to sick leave, 3 days personal leave, 4 weeks' vacation, holidays as listed below and other economic benefits as provided in state law and Board of Education regulations.

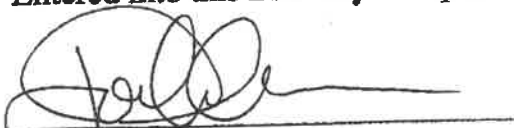
**Holidays will include the following:**

**New Year's Day  
President's Day  
Memorial Day  
Labor Day  
Christmas Day**



**Martin Luther King Day  
Good Friday  
Independence Day  
Thanksgiving Day  
Juneteenth**

This contract is contingent upon the continuation, at current levels, of any state and/or federal funding which directly supports the position held by ADMINISTRATOR.

Entered into this 28th day of April 2022.

  
\_\_\_\_\_  
ADMINISTRATOR

The BOARD OF EDUCATION of the  
Federal Hocking Local School District.

By:   
\_\_\_\_\_  
President of the Board  
  
\_\_\_\_\_  
Treasurer

**PLEASE SIGN AND RETURN THE ORIGINAL COPY TO THE TREASURER  
OF THE BOARD OF EDUCATION WITHIN TEN (10) DAYS.**