LITTLE MIAMI LOCAL SCHOOL DISTRICT BOARD OF EDUCATION REGULAR MEETING MARCH 17, 2008 7:00 P.M.

The Little Miami Board of Education of the Little Miami Local School District, Warren County, Ohio met in regular session on March 17, 2008 at 7:02 p.m. at the Little Miami High School Media Center, 3001 U.S. 22 & 3, Morrow, Ohio.

Call to Order and Roll Call

Mrs. Hamburg called the meeting to order at 7:02 p.m.

ROLL CALL:

Mrs. Grice	Present
Mr. Cremeans	Present
Mr. Stern	Present
Mrs. Dunbar	Present
Mrs. Hamburg	Present

Adopt the Agenda

Mrs. Grice moved and Mr. Stern seconded a motion to adopt the agenda.

ROLL CALL VOTE:

Mrs. Grice	Yes
Mr. Cremeans	Yes
Mr. Stern	Yes
Mrs. Dunbar	Yes
Mrs. Hamburg	Yes

MOTION CARRIED.

Reading of Minutes

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Mrs. Dunbar moved and Mr. Cremeans seconded a motion to approve the minutes of the February 19, 2008 regular session and the March 4, 2008 special session.

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MOTION CARRIED.

Executive Session

Mrs. Grice moved and Mr. Cremeans seconded a motion to enter executive session for the purpose of discussing employment of public employees and legal issues.

ROLL CALL VOTE:

Mr. Stern	Yes
Mrs. Dunbar	Yes
Mrs. Hamburg	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes

MOTION CARRIED.

The Board entered executive session at 7:04 p.m.

Return to Regular Session

Mr. Cremeans moved and Mrs. Grice seconded a motion to return to regular session.

ROLL CALL VOTE:	
Mrs. Dunbar	Yes
Mrs. Hamburg	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes
Mr. Stern	Yes

MOTION CARRIED.

The Board returned to regular session at 8:13 p.m.

Mrs. Debbi Contner, Principal of Salem Township Elementary School, introduced the new third grade teacher as Mr. Steven Holliday.

Mr. Justin Koenes, Construction Manager, updated the Board on construction projects going on throughout the district.

Resolution 08-023 Financial Reports

Mr. Cremeans moved and Mrs. Grice seconded a motion to approve the financial reports for February 2008.

ROLL CALL VOTE:	
Mrs. Hamburg	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes
Mr. Stern	Yes
Mrs. Dunbar	Yes

MOTION CARRIED.

<u>Resolution 08-024 Depository Agreement with National Bank and Trust Company</u> Mr. Cremeans moved and Mrs. Grice seconded a motion to approve the memorandum of agreement with National Bank and Trust Company for deposit of public funds.

ROLL CALL VOTE:	
Mrs. Grice	Yes
Mr. Cremeans	Yes
Mr. Stern	Yes
Mrs. Dunbar	Yes
Mrs. Hamburg	Yes

MOTION CARRIED.

Resolution 08-025 Contracts

Mrs. Grice moved and Mrs. Dunbar seconded a motion to approve the following contracts:

08-03-03 08-04-03 08-05-03	<u>Company</u> Wasserstrom Co. School Insurance Consultants Gail Jones	Amount \$72,967 \$1.70 per student \$30/hr	Period Construction 03/2008 thru 03/2010 02/2008 thru 05/2008	Purpose Change Order Insurance Reading Intervention at Morrow Elementary
ROLL	CALL VOTE: Mr. Cremeans Mr. Stern Mrs. Dunbar Mrs. Hamburg Mrs. Grice			Yes Yes Yes Yes

MOTION CARRIED.

Resolution 08-026 Personnel

Mrs. Dunbar moved and Mr. Cremeans seconded a motion to approve the following personnel issues as submitted for the 2007-2008 and 2008-2009 school years. Employment is contingent upon the school system receiving the results of the mandated criminal records background check as required by O.R.C. 3319.311 which indicates that no conviction or pleas of guilty were entered into by any persons being employed:

Administrative Contracts

Neal Perkins—Two-year contract Joan Bauman—Two-year contract Pamela Coates—Two-year contract John Spieser—Three-year contract

Certified Personnel—Continuing Contracts

Eleise Buxton Tonya Karen Jordan Erin Ly Mike Shafer Debora Katy Wall

Tonya Carmack Erin Lynch Deborah Walker Kasey Cole Suzanne Macomber Elizabeth Wilkerson Kathryn Baldner Keri Millburn Robyn Holloway

It has been determined that the following certified staff members have currently not met the requirements for a continuing contract:

Abby Neugebauer Sara Dicks Lynn Hastings

Certified Personnel—Resignations/Retirements

Roberta Perry-resigns for the purpose of retirement effective May 31, 2008.

Certified Personnel--Employment

Steven Holliday—3rd grade at Salem Township Elementary for the 2008-2009 school year at step 1

Certified Personnel—Leave of Absence

Jennifer Maupin—requests maternity/family medical leave of absence from approximately March 6, 2008 through June 2, 2008 Sara Madden—requests maternity/family medical leave of absence from approximately April 4, 2008 through August 20, 2008 Tina Hopkins—requests maternity/family medical leave of absence from approximately March 29, 2008 through May 27, 2008 Erica Williams—requests maternity/family medical leave of absence from approximately March 31, 2008 through May 9, 2008 Stacey Allen—requests maternity/family medical leave of absence from approximately March 29, 2008 through May 12, 2008

Certified Personnel—Substitute Teacher Employment

Julie Perelman Cheryl Fehring

Diane Zink Marla Norman Daniel Storts Carrie Carnes-Denier Aaron Friend

Classified Personnel—Resignations/Retirements

Sandra Bishop-cook-resigns for the purpose of retirement effective March 1, 2008

Classified Personnel---Employment

Charlene Schwartz—2nd shift custodian at High School effective October 1, 2007.

Classified Personnel—Substitute Employment

Anna Williams—substitute custodian Cindy Walton—substitute van driver and health aide Kathy Burleson—substitute secretary, aide for afternoons only

Supplemental Contracts—Employment/Resignations

All available supplemental contract positions have been offered and advertised and that no qualified licensed individual has accepted the position or that a person holding a license is not qualified to serve in the designated position and the position may be offered to a non-licensed person.

Stephanie Woodruff-resigns as Athletic Trainer at the end of the current school year

Volunteers

All submitted volunteers have current background checks.

Rashmi Menon-Kindergarten Annex

ROLL CALL VOTE:	
Mr. Stern	Yes
Mrs. Dunbar	Yes
Mrs. Hamburg	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes

MOTION CARRIED.

Resolution 08-027 Ohio Association of Public School Employees Local 516 Negotiated Agreement

Mrs. Grice moved and Mr. Cremeans seconded a motion to approve the negotiated agreement between Little Miami Local School District and the Ohio Association of Public School Employees Local 516 for the period of July 1, 2007 through June 30, 2008.

ROLL CALL VOTE: Mrs. Dunbar

Mrs. Hamburg	Yes
Mrs. Grice	Yes
Mr. Cremeans	Yes
Mr. Stern	Abstain

MOTION CARRIED.

Resolution 08-028 Literacy Coach Job Description

Mr. Cremeans moved and Mrs. Dunbar seconded a motion to adopt the submitted job description for Literacy Coach:

<u>Title</u> :	Literacy Coach		
<u>Reports To</u> :	Director of Curriculum and Instruction and/or his designee		
Employment Status:	Part-Time		
<u>FLSA:</u>	Non-exempt		
Evaluation:	The work of a Literacy Coach will be evaluated by the Director of Curriculum and Instruction and/or his designee(s) in accordance with the policies and provisions of the Little Miami Schools Collective Bargaining Agreement. Substantive information from the Literacy Coach, coordinators and administrators will be considered as part of the evaluation process.		
<u>Qualifications:</u>	 Master's Degree in education Ohio certification or licensure (Literacy emphasis or reading major is strongly preferred.) Five (5) years successful classroom teaching experience (or equivalent) within the grade bade to be served Advanced training in literacy instruction implementation within the last five (5) years (e.g., SIRI, eReads courses, additional course work, etc.) Technology experience as a facilitator of successful professional development with adult learners preferred (i.e., SIRI instructor, etc.) 		
Definition:	A Literacy Coach is an individual who has a very strong background in both theory and the practice of literacy education (reading and writing) of young readers (grades		

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MARCH 17, 2008K-3) and/or adolescent readers (grades 4-8). In addition, a
Literacy Coach demonstrates the ability to share that
knowledge and experience with their colleagues in an
effective way.Description:A Literacy Coach for all identified Title I buildings will
work with classroom teachers to improve the academic
achievement of learners within the regular classroom as
evidenced by student performance on summative
assessments (DIBELS, DRA, Ohio Diagnostic Tests, etc.)Roles and Responsibilities:1. Assume a leadership role in improving student
achievement of literacy

- 1. Assume a leadership role in improving student achievement through the improvement of literacy skills.
- 2. Hold high expectations for all students
- 3. Hold high expectations for all teaching professionals.
- 4. Make ongoing classroom visitations with teachers to model, co-teach, and support best practice literacy instruction.
- 5. Assist building and classroom level educators in implementing challenging and rigorous curriculum based on the Ohio State Content Standards.
- 6. Model the characteristics of a reflective professional who monitors and evaluates one's own professional activities with the goal of continual growth and development.
- 7. Keep abreast of current research, best-practice, and instructional materials.
- 8. Provide content knowledge and resources to school staff about teaching and learning literacy including: teaching strategies, assessment techniques, interpretation of assessment data, using data to inform instruction practices that promote literacy.
- 9. Support building and district administration in the implementation of high quality professional development.
- 10. Develop a schedule that is appropriate and equitable to assigned Title I schools.

<u>Skills:</u>

- 11. Work with team members to best meet the literacy needs of the district.
- 12. Maintain confidentiality of schools, teachers and classrooms.
- 13. Exemplify collegial behavior and a commitment to teamwork.
- 14. Present a courteous and professional demeanor and appearance at all times.
- 15. Adhere to the policies and regulations of the Little Miami Local School District.
 - 1. Language Skills—ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.
 - 2. Mathematical Skills—ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals. Ability to compute rate, ratio and percent and to draw and interpret bar graphs.
- 3. Reasoning Ability—ability to carry out instructions furnished in written, oral or diagram form. Ability to be a problem solver.
- 4. Computer Skills—to perform this job successfully, an individual should have knowledge of database software, internet software, order processing systems, spreadsheet software, word processing software, student system software, application software and email software.
- 5. Physical Demands—the physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand and walk. The employee is occasionally required to stoop, kneel, crouch or crawl. The employee must frequently lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision and ability to adjust focus.

- 6. Work Environment—the employee will be performing this position in an administrative office. The noise level is usually moderate.
- 7. Equipment Operated—calculator, copy machine, fax machine, telephone/voice mail, computer, electric typewriter, printers, communication devices (cell phones, walkie talkies).

Additional Working Conditions:

- Occasional exposure to blood, bodily fluids and tissue.
- Occasional operation of a vehicle in inclement weather conditions.
- Occasional interaction among unruly children.
- Occasional requirement to travel, e.g., to network computer center and professional meetings.
- Occasional interruption of duties by staff, students, parents, and visitors to the school district.
- Occasional requirement to work beyond the normal workday.

ROLL CALL VOTE:

Yes
Yes
Yes
Yes
Yes

MOTION CARRIED.

Resolution 08-029 Field Turf Project

Mr. Stern moved and Mr. Cremeans seconded a motion to approve the submitted agreement for field turf.

Mrs. Hamburg noted that no taxpayer money will be spent for the field turf project; and Mr. Stern thanked the field turf committee for their efforts and is looking forward to their continued support.

This Agreement made this 17th day of March, 2008, between the Little Miami Local School District Board of Education (hereafter the "Board") and the Little Miami Athletic Boosters (hereafter the "Group").

WHEREAS, the Group has approached the Board regarding the potential for the installation of field turf at the Little Miami High School football field at 3001 U.S. 22 & 3, Morrow, OH 45152 (the "Project"); and

WHEREAS, in consultation with the Board, the Group has decided to conduct various fundraising efforts to raise funds for the construction and installation of the Project; and

WHEREAS, it is the intent of the Group to raise enough money through donations, pledges, sponsorships or otherwise ("Fundraising") to cover the remainder of the cost of the Project that is not financed by the Board; and

WHEREAS, the Group has indicated its willingness to use its best efforts to conduct Fundraising and donate all funds raised through Fundraising to the Board to cover the remainder of the cost of the Project not financed by the Board; and

WHEREAS, the Board has agreed to commence competitive bidding; and

WHEREAS, the Board has agreed to begin construction and installation of the Project upon the satisfactory compliance with the terms and conditions stated herein.

NOW, THEREFORE, BE IT AGREED by the parties as follows:

- 1. The Board agrees to seek and obtain financing upon terms and conditions it deems desirable for the construction and installation of the Project upon evidence of the Group's successful completion of each of the following:
 - a. The Group shall establish a foundation (the "Foundation") for the purpose of providing donations for facility improvements to athletic facilities owned by the Board. The Foundation shall receive all donations received by the Group from Fundraising for the Project. The Foundation shall also be made available to receive donations from other groups, organization, entities or individuals wishing to donate funds for the improvement of athletic facilities owned by the Board.

Through the Foundation, the Group shall make regular donations to the Board for the remainder of the cost of the Project not financed by the Board in accordance with a schedule to be determined by the Treasurer and the Group and/or Foundation.

The Foundation shall be a tax-exempt organization as described in Section 501(c) (3) of the Internal Revenue Code. The specific governance of the Foundation and the directors and officers of the Foundation shall be mutually agreed upon by the Board and the Group.

Upon the establishment of the Foundation, the Group shall ensure that the terms and conditions of this Agreement that are applicable to the Foundation are binding on the Foundation and made a part of the organization, operation and governance of the Foundation.

- b. The Group shall develop a written business plan and revised plan of finance to include specific steps to be taken by the Group to achieve its Fundraising goal to cover the remainder of the cost of the Project not financed by the Board. This shall include a detailed plan to obtain donations, pledges, sponsorships or similar arrangements to assist in covering the cost of the Project. The written business plan and revised plan of finance shall be presented to the Board and must be in compliance with Board requirements and deemed acceptable by the Board.
- c. The Group shall obtain a commitment from a major corporate donor and provide proof of such commitment to the Board along with the terms and conditions of said commitment. The Board shall have the sole discretion to determine whether a particular donor or donors presented to the Board by the Group as a "major corporate donor" satisfies the requirements of this section 1(c).
- d. Through the Foundation, the Group shall donate to the Board sufficient funds to cover the cost of the first year finance payment for the Project. The Treasurer shall provide the Group with proof of the exact amount of this payment within a reasonable amount of time after the exact amount of the first year finance payment is known by the Treasurer. Upon receipt of the proof of the exact amount of the first year finance payment from the Treasurer, the Group shall donate said amount to the Board within thirty (30) days.
- 2. The total cost of the Project is unknown at this time as competitive bidding in accordance with R.C. 3313.46 has not begun and shall not begin until the Board determines the Group has satisfied the terms and conditions contained in Sections 1(a) (d) of this Agreement. Should the Board determine in its sole discretion that the Group has satisfied the terms and conditions contained in Sections 1(a) (d) of this Agreement, the Board agrees to contribute the net profits derived from the playing field toward the cost of the Project. Through Fundraising, the Group through the Foundation agrees to contribute the remainder of the cost of the Project not financed by the Board and shall make regular donations to the Board in accordance with a schedule to be determined by the Treasurer and the Group and/or Foundation.
- 3. Prior to May 1, 2008, and every six (6) months thereafter, the Group and Foundation shall provide the Board or its designee with an

updated balance sheet, income and expense statement and other financial statements reasonably requested by the Board or the Board's designee.

- 4. In the event the Group is unable to raise enough funds through Fundraising to provide funds to the Board for the remainder of the cost of the Project not financed by the Board in accordance with the schedule agreed upon by the Treasurer and the Group and/or Foundation, the Group agrees that a Board designee shall have the authority to review and exercise exclusive control over the finances of the Group and Foundation until such time as the Group and Foundation are able to recommence contributions for the remainder of the cost of the Project not financed by the Board in accordance with the schedule agreed upon by the Treasurer and Group and/or Foundation.
- 5. The Board agrees to implement a system of generating funding and will commit that funding to the Project as follows:
 - a. The Board will direct \$12,000 per year from the current pay to play fees (\$75/student/sport) into a Board fund that will be designated to receive the revenues/donations from the field and make the annual payments.
 - b. As the Group and/or Foundation contribute monies to the district to be used for payment of the Project, the Treasurer shall distribute funds generated from the pay to play fees into the District's general fund.
 - c. If at any point it is determined that the current pay to play fee of \$75 is not adequate to meet the needs of the District and to allow the Board to make the needed payments for the Project, then the Board will evaluate an increase in the pay to play fee.
- 6. The Board shall have the exclusive right to issue all public communications with regard to the Project. Should the Group wish to issue a public statement or comment regarding the Project, the Group shall obtain prior approval from the Superintendent or the Superintendent's designee.
- 7. This Agreement shall be for an indefinite term beginning on March 17, 2008 and ending on the date the Group has provided sufficient donations to cover the remainder of the cost of the Project not financed by the Board.
- 8. All notices, requests and demands to or upon any party to this Agreement shall be in writing and shall be personally delivered, or given by facsimile at the number set forth below, or mailed first class, postage prepaid, addressed to such parties as follows, or to such other address as may be designated in writing by such party to the other party:

Board: Attn: Superintendent Little Miami Local Schools 5819 Morrow-Rossburg Road Morrow, OH 45152 (513) 899-3244 (fax)

Group: Attn: Athletic Booster President – Corinne Curcio 1700 Chardonnay Drive Morrow, OH 45152

> Attn: Athletic Booster Treasurer – Casey Shirey 407 Shepherds Run Drive Loveland, OH 45140

All notices shall be deemed made and received on the date received if given by facsimile with written confirmation that the notice has been received, on the date postmarked if mailed in the manner above provided, or on the date delivered if personally delivered.

- 9. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.
- 10. This constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior discussions, negotiations and agreements between the parties are merged in this Agreement.
- 11. Each party to this Agreement which is a corporation or other entity warrants and represents that it is properly authorized by its governing board, board of directors, officers, stockholders, partners and/or holders of beneficial interest to enter into this Agreement.
- 12. This Agreement is being executed and delivered and is intended to be performed in the State of Ohio and shall be construed and enforced in accordance with and the rights of the parties and shall be governed by the laws of the State of Ohio.
- 13. This Agreement may not be assigned by either party without the written consent of the other party.
- 14. This Agreement constitutes the entire contract between the parties and supersedes all prior understandings, if any, there being no other oral or written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution of this Agreement and none have been relied upon by either party. Any subsequent conditions, representations, warranties, amendments or agreements shall not be valid and binding upon the parties unless in writing and signed by both of the parties.

ROLL CALL VOTE:	
Mrs. Grice	Yes
Mr. Cremeans	Yes
Mr. Stern	Yes
Mrs. Dunbar	Yes
Mrs. Hamburg	Yes

MOTION CARRIED.

Mrs. Grice gave the Warren County Career Center Report. The groundbreaking ceremony for the new Intermediate School has been rescheduled for April 24, 2008 at 7:00 p.m.

<u>Adjournment</u>

Mrs. Grice moved and Mr. Cremeans seconded a motion to adjourn the meeting.

ROLL CALL VOTE:

Mr. Cremeans	Yes
Mr. Stern	Yes
Mrs. Dunbar	Yes
Mrs. Hamburg	Yes
Mrs. Grice	Yes

MOTION CARRIED.

The meeting adjourned at 8:42 p.m.

Mary Beth Hamburg, President

Shaun Bevan, Treasurer