

LITTLE MIAMI LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
REGULAR MEETING  
DECEMBER 16, 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 December 16, 2008 at 7:00 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 7:03 p.m.

ROLL CALL:

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

Others in attendance: Daniel Bennett; Shaun Bevan; Helen Payne; Lisa Knodel; and Linda Biddle.

Adopt the Agenda as Amended

Mr. Cremeans moved and Mr. Stern seconded a motion to adopt the agenda as amended.

ROLL CALL VOTE:

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

MOTION CARRIED.

Reading of Minutes

Mrs. Grice moved and Mrs. Dunbar seconded a motion to approve the minutes of the November 18, 2008 regular session.

ROLL CALL VOTE:

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

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MOTION CARRIED.

Communications and/or Visitors to the Board

Mr. Shaun Bevan gave the treasurer's state of the union message.

Resolution 08-144 Financial Reports

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

ROLL CALL VOTE:

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

MOTION CARRIED.

Resolution 08-145 Donations

Mr. Stern moved and Mrs. Grice seconded a motion to approve the donation of \$200.00 from Oeder and Sons Garage for the Power of the Pen contest.

ROLL CALL VOTE:

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

MOTION CARRIED.

Resolution 08-146

Mrs. Grice moved and Mr. Cremeans seconded a motion to adopt the following resolution:

**WHEREAS**, Internal Revenue Service rulings and Chapters 3307 and 3309 of the Ohio Revised Code allow the Board of Education to pick up all or a portion of the employee's share of mandatory STRS contributions for the superintendent, certificated administrators and teachers, and all or a portion of the employee's share of mandatory SERS contributions for the treasurer, non-certificated administrators and supervisors, and bargaining unit and non-bargaining unit non-teaching employees, in addition to the Board's share of such contributions, either as a fringe benefit pick-up or as a salary reduction pick-up; and

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**WHEREAS**, Internal Revenue Service (IRS) Revenue Ruling 2006-43 has clarified that the Board is required to take formal action in order to maintain such a pick-up of employee contributions.

**NOW, THEREFORE, BE IT RESOLVED** by the Little Miami Local School District Board of Education as follows:

### **SECTION I**

That the Board reaffirms it will pick up the percentage of the employee's share of mandatory STRS contributions for the superintendent, certificated administrators and teachers, and will pick up the percentage of the employee's share of mandatory SERS contributions for the Treasurer, non-certificated administrators and supervisors, and bargaining unit and non-bargaining unit non-teaching employees, as specified in previous Board resolutions and/or previously approved individual employment contracts and collective bargaining agreements, in addition to the Board's share of such contributions. These pick-ups may be provided to future employees or in future employment contracts and/or collective bargaining agreements provided said pick-ups comply with the terms of this Resolution, Internal Revenue Service rulings and Chapters 3307 and 3309 of the Ohio Revised Code.

### **SECTION II**

That such contributions, if provided as a salary reduction pick-up, although designated as employee contributions, will be treated as paid by the Board and that the contributions on behalf of the employees in the groups that are subject to this action, although designated as employee contributions, will be paid by the Board in lieu of employee contributions through the salary reduction method.

### **SECTION III**

That such contributions, if provided as a fringe benefit pick-up, although designated as employee contributions, will be paid by the Board and that the contributions on behalf of the employees in the groups that are subject to this action, although designated as employee contributions, will be paid by the Board in lieu of employee contributions. The individual employment contracts shall specify whether these contributions will be treated as additional compensation for retirement purposes.

### **SECTION IV**

That the employees in the groups that are subject to this action are not permitted from and after the date of the pick-up to have any cash or deferred election right with respect to designated employee contributions and that such employees are not permitted to opt out of the pick-up or to receive the contributed amounts directly instead of having them paid by the Board to STRS or SERS.

**SECTION V**

That, effective immediately, this action shall apply with respect to all further such contributions for the superintendent, certificated administrators, teachers, treasurer, non-certificated administrators and supervisors, and bargaining unit and non-bargaining unit non-teaching employees.

**SECTION VII**

It is found and determined that all formal actions of this Board concerning or related to the adoption of this Resolution were adopted in an open meeting of this Board, and all deliberations of this Board and any of its committees that resulted in such formal actions were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

ROLL CALL VOTE:

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

MOTION CARRIED.

Resolution 08-147 Personnel

Mr. Cremeans moved and Mr. Stern seconded a motion to approve the following personnel issues as submitted for the 2008-2009 school year. 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:

Certified Personnel—Substitute Teacher Employment

David Strobel	Nicole Woodruff	Megan Spencer	Norman Stultz
Kevin Kleis	Angela Sousa	Cara Bennett	Gail Jones
Ann Callahan-George			

Certified Personnel—Leave of Absence

Stephanie Pennix—requesting maternity/family medical leave effective December 17, 2008

Seneca Taylor—requests to rescind her leave of absence for the 2008-2009 school year and return to the classroom as a long term substitute teacher effective January 28, 2009

Classified Personnel—Resignations/Retirements

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Sam Taylor—resigns as bus driver effective December 5, 2008

Classified Personnel—Substitute Employment

Sam Taylor—substitute bus driver

Jim Wiles—substitute bus driver

Supplemental Contracts—Employment

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.

Laura Stacey—employed as Junior Varsity Boys Soccer Coach

Ryan Husband—employed as Junior Varsity Girls Basketball Coach

Supplemental Contracts--Resignations

Chris Lynch—resigns as Junior Varsity Girls Basketball Coach

Volunteers

Michelle Mehrtens

Michelle Geraci

Virginia Watson

Karen Lawrence

Kimberly Brock

Tiffany Wyss

Melinda Briggs

Olivia McIntyre

Jill Bronson

Darlene Welling

David Landis

Amy Davis

ROLL CALL VOTE:

Mrs. Grice

Yes

Mr. Cremeans

Yes

Mr. Stern

Yes

Mrs. Dunbar

Yes

Mrs. Hamburg

Yes

MOTION CARRIED.

Resolution 08-148 Field Trip

Mr. Stern moved and Mr. Cremeans seconded a motion to approve the high school softball team to travel to Destin, Florida during Spring Break to participate in a softball tournament which is at no cost to the district.

ROLL CALL VOTE:

Mr. Cremeans

Yes

Mr. Stern

Yes

Mrs. Dunbar

Yes

Mrs. Hamburg

Yes

Mrs. Grice

Yes

MOTION CARRIED.

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Resolution 08-149 Ohio Association of Public School Employees/AFSCME/AFL-CIO.  
Contract Agreement

Mr. Cremeans moved and Mrs. Grice seconded a motion to approve the following summary of changes between the Little Miami Local School District and the Ohio Association of Public School Employees Local 516:

**ARTICLE 3  
RECOGNITION**

Section 1

The Little Miami Local Board of Education shall recognize the Ohio Association of Public School Employees and its Local #516 as the sole and exclusive negotiating agent for all classified employees in the bargaining unit, as hereinafter defined:

Bus Drivers	Technology Para-Professional
Mechanics	Library Para-Professional
Head Mechanic	Special Education Para-Professional
Maintenance	Teacher Para-Professional
Grounds/Maintenance	Bus Para-Professional
Secretaries	Bus Trainer
Custodians	Deaf Interpreters
<b>Kitchen Mgr</b>	Cooks
Van Driver	Nurse Aides (Para-Professional)
Pony Driver	<b>Facilities and Maintenance Planner</b>

**ARTICLE 13  
LAYOFF AND RECALL**

Section 1

In the event that layoffs become necessary, the employee with the least district seniority in the classification(s) determined to be affected by layoff, shall be laid off first. Notification of layoff will be in writing and shall be delivered by certified mail or hand delivers and signed for by the employee. In the event it becomes necessary to lay off or abolish a position or lose a building permanently, employees shall have bumping rights and may bump through their specific classification if their seniority exceeds that of other persons from their job classification. Employees who are laid off, or their job gets abolished from their job classification shall have the right to exercise their district seniority to displace the least senior employee in any job classification which they previously held in the school district provided the employee desiring to exercise such district seniority has:

- a) More district seniority than the employee in such other job classification;
- b) The present ability to perform the essential functions of the classification without additional training or retraining;
- c) Any certificates or licenses to perform such work; and
- d) Performed work in and held job classification seniority in the job classification.

## **SECTION 2: SECRETARY CLASSIFICATION**

**WITHIN THE CLASSIFICATION OF SECRETARY, THERE SHALL BE THREE SUB-CLASSIFICATIONS: SECRETARY I, SECRETARY II, AND SECRETARY III. FOR THE PURPOSE OF BUMPING RIGHTS, A CLASS III SECRETARY MAY BUMP DOWN TO CLASS II AND A CLASS II MAY BUMP DOWN TO CLASS I SECRETARY POSITIONS. HOWEVER, REGARDLESS OF SENIORITY LEVELS, A CLASS I MAY NOT BUMP A CLASS II AND A CLASS II MAY NOT BUMP A CLASS III SECRETARY.**

**Remember the rest of the Layoff and Recall Section.**

## **ARTICLE 14 SENIORITY**

When an employee moves from one classification to another, the seniority accrued in the previous classification shall not be considered when determining seniority in the new classification. With the exception of layoff and recall where total years worked in the district shall be the determining factor, seniority in the classification shall be determined by the time served in the classification. **IN DETERMINING THE SENIORITY IN THE SECRETARY CLASSIFICATION, SEPARATE SENIORITY SHALL BE CALCULATED AND MAINTAINED FOR EMPLOYEES BASED ON TIME SERVED IN EACH SUB-CLASSIFICATION, I.E., SECRETARY I, SECRETARY IOI AND SECRETARY III.** District seniority shall be determined by the first day of work as a Bargaining Unit Employee, Continuous service shall not be interrupted if (1) employee was on approved leave of absence; or (2) the employee is re-employed within two (2) years from the date of layoff. All other breaks in service of employment shall constitute interruptions in continuous service. Seniority as defined herein shall be used for all seniority applications contained in this Agreement except where seniority is otherwise defined for specific applications in individual sections of an article of this Agreement.

A seniority list shall be provided and updated annually to the Local President and Treasurer. The updated list shall be provided by October 1 of each year.

## ARTICLE 17 CALAMITY DAYS

### Section 1

- 1) In the event that the School District is closed or delayed due to an emergency, bad weather conditions, or other public calamity, employees shall suffer no loss of pay.
- 2) When school is closed or delayed, notification of same shall be sent out and disseminated by radio and other means.
- 3) On those occasions when a School or all Schools are closed, employees who are requested to report to work on any day declared a Public Calamity shall be paid at the rate of two (2) times their regular hourly rate, inclusive of the Calamity Day pay.
- 4) In the event it becomes necessary to close school after **an employee shift** has begun. **The** bargaining unit employee **will be paid** one and one-half (1 ½) their regular rate of pay for **all** hours worked.
- 5) Any employee who has requested a Personal Leave Day, Sick Leave, or Vacation shall not be charged for that day if it occurs on a Calamity Day.

## ARTICLE 21 PROMOTIONS AND TRANSFERS

### Section 3

In considering an individual for an established vacancy or lateral transfer, the employer shall consider the candidate with the best quality and the most seniority. In addition, an employee may not request a transfer until the probationary period has been served.

Employees will be allowed to hold positions in more than one classification as long as their total regularly scheduled weekly hours will not exceed forty (40). Employees will not be allowed to bid on jobs that would put them into overtime. If a position is increased in hours putting the employee into overtime, they will be required to give up one of their positions. At this time, the employee may exercise their rights under Article 13 of this Agreement.



**NEW SECTION 10**

**FOR THE PURPOSE OF PROMOTIONS AND TRANSFERS, THE POSITIONS OF SECRETARY I, SECRETARY II AND SECRETARY III SHALL BE CONSIDERED SEPARATE CLASSIFICATIONS. FOR EXAMPLE, IN THE EVENT A SECRETARY II DESIRES TO BID ON A SECRETARY III POSITION, THE EMPLOYEE HOLDING THE SECRETARY II POSITION WILL BE CONSIDERED TO HOLD A "SEPARATE CLASSIFICATION" AS SET FORTH IN SECTION 4 OF THIS ARTICLE. THEREFORE, THE MOST SENIOR EMPLOYEE WHO APPLIES FOR THE POSITION AND IS MOST QUALIFIED FOR THE POSITION, AS DETERMINED BY THE SUPERINTENDENT OR HIS OR HER DESIGNEE, SHALL BE AWARDED THE POSITION.**

**ARTICLE 23  
APPLICATION AND INTERPRETATION OF WORK RULES,  
POLICIES AND DIRECTIVES**

**Section 1**

Work rules as defined in this Section shall be those written policies, procedures, and directive which regulate conduct of employees in the performance of the Employer's services and programs. The Association and its members waive none of their rights to challenge the reasonableness and/or interpretation of any work rules and do not necessarily admit knowledge of any unwritten work rules as defined herein.

The Association will be supplied with the current Board Policy and updated as policies are adjusted. **The 516 President will receive copies of all Board agendas, minutes, and attachments.**

The employer reserves the right to develop new or to modify existing job descriptions. When doing so, the employer or its designee will consult with those employees directly impacted by the change. Copies of new or modified job descriptions will be given to those employees affected by the change.

**ARTICLE 28  
PAY SCHEDULES**

**Section 1**

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It is agreed that, during the life of this agreement, employees working second shift shall be paid twenty-five cents (\$.25) per hour additional wages for those regularly scheduled and employees working third shift will be paid thirty-five cents (\$.35) per hour additional wages for those regularly scheduled.

Shift differential pay shall be paid only when the employee actually works the shift regularly assigned on or is on sick leave or personal leave. It shall not be paid when the employee is vacation or extended shift change.

Base hourly rates of pay for all classifications shall be increased by:

Effective July 1, **2008**                      **2% percent**

**Equity adjustment in the following amounts for these classifications:**

**Class III Secretaries            \$1.00 on the base.**  
**Class II Secretaries            \$ .50 on the base.**

#### Section 2

If an employee performs work in another classification or position, the employee will receive their rate of pay or that rate of pay in the classification or position, at their applicable step, whichever rate is higher.

#### Section 3 – Placement on the Salary Schedule

The superintendent may, in the exercise of his sole discretion, grant up to five (5) full years of service credit for salary placement purposes to any new employee based on the prior work experience of such employee performing the same or similar type of work as such employee will be performing in the Little Miami Schools.

### **ARTICLE 29 BENEFITS**

#### Section 1 – Life Insurance

All employees who are part of the bargaining unit shall be provided life insurance coverage in the amount of \$50,000; the premiums for which shall be fully paid by the Board of Education.

#### Section 2 – Hospital/Health Insurance

The Board of Education shall provide hospital/health insurance coverage through **Anthem**. This shall not preclude the Board of Education from seeking other

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vendors for insurances or developing or entering into a self-funded health insurance program offering equal or better benefits.

The Board of Education shall contribute **one hundred percent (100%)** towards the premium of the plan as follows:

**For employees who work more than three and one-half (3 ½) hours per day:  
HSA/HDHP**

**Family: \$3000 - Board will pay 100% of the premium and make a \$2000 yearly contribution; \$1000 January 1 and \$1000 July 1 each year.**

**Single: \$1500 - Board will pay 100% of the premium and make a \$1,100 yearly contribution; \$550 January 1 and \$550 July 1 each year.**

**For employees who work three and one-half (3 ½) hours per day or less:  
HSA/HDHP**

The Board will pay 50% for single or family coverage for employees who work three and one-half hours per day or less, **the employee will pay 50% of the premium and the Board will fund the HSA/HDHP at 50%.**

**A Hardship Fund for those employees that may need assistance paying medical bills will be provided by the Board.**

**ARTICLE 36  
LENGTH OF AGREEMENT**

This contract constitutes the entire and complete Agreement between the two parties. All prior contracts and agreements are hereby declared null and void.

The terms of this Agreement shall be for a period of **three (3) years**, beginning **July 1, 2008** and ending on **June 30, 2011**.

**REOPENER: Both parties have agreed to a Reopener for Wages, Health Insurance, and two (2) language items of each party's choice after May 1, 2008 for the 2009 – 2010 school year and 2010 – 2011 school year.**

If through the negotiating process both parties reach impasse, the Federal Mediators Conciliatory Service will be invoked to help both parties.

The duration date set for this section will be amended to coincide with the date set forth in the written notice provided as provided for in Section 4117.14(D) (2), Revised Code. Only those items which are at issue will be matters of discussion to resolve any work stoppage which might take place.

Any successor agreement reached after impasse procedures have been completed shall consist of all previously negotiated language which was not subject to the provisions of this section.

ROLL CALL VOTE:

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

MOTION CARRIED.

Mrs. Grice gave the Warren County Career Center report.

Executive Session

Mrs. Grice moved and Mrs. Dunbar seconded a motion to enter into executive session for the purpose of discussing employment of public personnel.

ROLL CALL VOTE:

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

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MOTION CARRIED.

The Board entered executive session at 8:41 p.m.

Return to Regular Session

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

ROLL CALL VOTE:

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

MOTION CARRIED.

The Board returned to regular session at 9:33 p.m.

Adjournment

Mr. Stern moved and Mrs. Dunbar seconded a motion to adjourn the meeting.

ROLL CALL VOTE:

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

MOTION CARRIED.

The meeting adjourned at 9:35 p.m.

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Mary Beth Hamburg, President

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Shaun Bevan, Treasurer