

LITTLE MIAMI LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING
APRIL 19, 2011
6:30 P.M.

The Little Miami Board of Education of the Little Miami Local School District, Warren County, Ohio met in regular session on April 19, 2011 at 6:30 p.m. in the Little Miami High School, 3001 East U.S. 22&3, Morrow, Ohio 45152.

Call to Order and Roll Call

Mrs. Dunbar called the meeting to order at 6:35 p.m.

ROLL CALL:

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

Others in attendance were: Mr. Daniel Bennett; Mr. Shaun Bevan; Mr. Greg Power; Mr. Terry Gonda; Mr. Brian Martin.

Resolution 11-043 Executive Session

Mrs. Hamburg moved and Mrs. Black seconded a motion for the Board to enter into executive session for the purpose of discussing the employment of public employees.

ROLL CALL:

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

MOTION CARRIED

The Board entered into executive session at 6:36 p.m.

Resolution 11-044 Return to Regular Session

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

ROLL CALL:

Mr. Cremeans	Yes
Mrs. Black	Yes
Mrs. Hamburg	Yes
Mrs. Dunbar	Yes

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Mrs. Grice

Yes

MOTION CARRIED

The Board returned to regular session at 7:12 p.m.

Resolution 11-045 Adopt the Agenda and Addendum

Mr. Cremeans moved and Mrs. Black seconded a motion to adopt the agenda as amended, adding a contract with Annie's Frozen Yogurt under IX, Treasurer's Reports and Recommendations.

ROLL CALL:

Mrs. Black

Yes

Mrs. Hamburg

Yes

Mrs. Dunbar

Yes

Mrs. Grice

Yes

Mr. Cremeans

Yes

MOTION CARRIED

Resolution 11-046 Reading of Minutes

Mrs. Grice moved and Mr. Cremeans seconded a motion to approve the minutes from the March 16, 2011 Regular meeting.

ROLL CALL:

Mrs. Hamburg

Yes

Mrs. Dunbar

Yes

Mrs. Grice

Yes

Mr. Cremeans

Yes

Mrs. Black

Yes

MOTION CARRIED

Communications and/or Visitors to the Board

Little Miami High School Principal Brian Martin update the board on the progress of high school scheduling for the 2011-2012 school year, including the interest in the new online courses. Director of Curriculum and Instruction Greg Power discussed online blended learning.

Resolution 11- 047 Financial Reports

Mrs. Grice moved and Mrs. Hamburg seconded a motion to approve the financial reports for March 2011.

ROLL CALL VOTE:

Mrs. Dunbar

Yes

Mrs. Grice

Yes

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Mr. Cremeans	Yes
Mrs. Black	Yes
Mrs. Hamburg	Yes

MOTION CARRIED

Resolution 11-048 Donations

Mr. Cremeans moved and Mrs. Dunbar seconded a motion to approve the following donations:

- 2 bookcases and a collection of National Geographic Magazines from Ed Moser to Little Miami High School.
- Office supplies from SUMCO Phoenix Corporation in Maineville to Little Miami Schools.

ROLL CALL VOTE:

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

MOTION CARRIED

Resolution 11-049 Contracts

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

<u>COMPANY</u>	<u>AMOUNT</u>	<u>PERIOD</u>	<u>TYPE</u>	<u>PURPOSE</u>
SchoolPointe	\$5,500 annually	07/01/2011-6/30/2016	Service	Web site hosting
Annie's Frozen Yogurt	\$700 installation/ \$79.92 per case	12 months	Service	Food Service

ROLL CALL VOTE:

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

MOTION CARRIED

Resolution 11-050 Resolution Authorizing the Issuance of Bonds

Mrs. Hamburg moved and Mr. Cremeans seconded a motion to accept the following resolution:

RESOLUTION AUTHORIZING ISSUANCE OF NOT TO EXCEED \$5,980,000 OF BONDS

WHEREAS, pursuant to a resolution heretofore duly adopted by this Board of Education (the "Board of Education") of the Little Miami Local School District (the "School District"), an election was held on May 2, 2006 upon the question of issuing bonds in the sum of \$5,980,000 for the permanent

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improvements hereinafter described and of levying a tax outside of the ten-mill limitation to pay the principal of and interest on such bonds, of which election due notice was given according to law and at which election more than a majority of the electors voting on said proposition voted in favor thereof; and

WHEREAS, the fiscal officer of this School District has heretofore certified to this Board of Education the estimated life of the permanent improvements hereinafter described as exceeding five (5) years and has further certified the weighted average maximum maturity of said bonds as twenty-eight (28) years; and

WHEREAS, this board of education previously issued its \$56,249,938.15 School Improvement Unlimited Tax General Obligation Bonds, Series 2006, dated as of June 29, 2006 (the "2006 Bonds") in order to get the various projects underway; and

WHEREAS, this board of education previously issued the remaining \$6,250,000 principal amount of bonds authorized by the voters in the form of bond anticipation notes; and

WHEREAS, said notes in the principal amount of \$5,980,000 are about to mature (the "2010 Notes") and should be retired through the issuance of bonds in the principal amount of not to exceed \$5,980,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Little Miami Local School District, Counties of Warren and Clermont, Ohio:

SECTION 1. That it is necessary to issue and sell bonds of the Board of Education in a principal sum not to exceed \$5,980,000 (the "Bonds") consisting of Current Interest Bonds (the "Current Interest Bonds") as to which interest is payable on each Interest Payment Date (as defined herein) and Capital Appreciation Bonds (the "Capital Appreciation Bonds") as to which interest is (a) compounded semiannually on the dates (each an "Interest Accretion Date") as established as such in the Bond Purchase Agreement (the "Bond Purchase Agreement") authorized herein and (b) payable only at maturity, in such respective principal amounts as shall be set forth in said Bond Purchase Agreement for the purpose of new construction, improvements, renovations and additions to school facilities, the acquisition of real property, providing equipment, furnishings, transportation equipment, communication technology improvements and site improvements therefor, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code, under authority of and pursuant to the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code.

SECTION 2. That the Bonds shall be issued in an amount not to exceed \$5,980,000 for the purpose aforesaid. The Current Interest Bonds shall be dated June 1, 2011 or such other date stated in the Bond Purchase Agreement, numbered from CIB-1 upwards in order of issuance, of the denominations of \$5,000 or any integral multiple thereof. The Capital Appreciation Bonds, shall be dated the date of closing of the Bonds, shall be in the aggregate principal amount as set forth in the Bond Purchase Agreement and shall be numbered from CAB-1 upwards in order of issuance, of the denominations equal to the principal amounts that, when interest is accrued and compounded thereon from their respective dates on each Interest Accretion Date, will equal a \$5,000 Maturity Amount (which means, with respect to a Capital Appreciation Bond, the principal and interest due and payable at the stated maturity of this Capital Appreciation Bond) and any integral multiples thereof. Each Bond shall be of a single maturity, and shall bear interest such that the net interest cost for the Bonds does not exceed seven and five-tenths per cent (7.5%) per annum with such interest rates indicated in the Bond Purchase Agreement. Interest shall be payable on the Current Interest Bonds on December 1, 2011, and semiannually thereafter on the first day of June and the first day of December of each year (the "Interest Payment Date"), until the principal sum is paid. The Bonds shall mature on December 1 in each year and in such amounts as designated in the Bond Purchase Agreement, with a final maturity of not later than December 1, 2034. Certain Current Interest Bonds may be subject to mandatory sinking fund redemption and optional redemption prior to maturity as set forth in the Bond Purchase Agreement. The Capital Appreciation Bonds are not subject to mandatory sinking fund redemption. The Treasurer of the Board of Education is hereby authorized to execute the Bond Purchase Agreement which shall set forth the award and sale of the Bonds, the other matters to be set forth therein as referred to in this resolution, and such other matters

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as the Treasurer determines are consistent with this resolution. The Bond Purchase Agreement shall be and is hereby incorporated herein by reference. If the Treasurer determines that it is not in the best economic interests of the School District to issue the Bonds at this time, he is authorized to renew the 2010 Notes in the principal amount of not to exceed \$5,980,000, for a period of not to exceed twelve (12) months and at an interest rate of not to exceed six per cent (6%) per annum.

The total interest on each Capital Appreciation Bond as of any date shall be an amount equal to the difference between the Compound Accreted Amount of such Capital Appreciation Bond as of such date and the principal amount of such Capital Appreciation Bond. "Compound Accreted Amount" means with respect to any Capital Appreciation Bond, the principal amount thereof plus interest accrued and compounded on each Interest Accretion Date to the date of maturity or other date of determination, as set forth in the Exhibit to the Bond Purchase Agreement as of any Interest Accretion Date of the respective Capital Appreciation Bonds, and as determined in accordance with this section as of any other date.

The Compound Accreted Amount of the Capital Appreciation Bonds of each maturity as of each Interest Accretion Date shall be set forth in the Exhibit to the Bond Purchase Agreement. The Compound Accreted Amount of any Capital Appreciation Bond for each maturity as of any other date shall be (a) the Compound Accreted Amount for such Capital Appreciation Bond on the immediately preceding Interest Accretion Date plus (b) the product of (i) the difference between (A) the Compound Accreted Amount of that Capital Appreciation Bond on the immediately preceding Interest Accretion Date and (B) the Compound Accreted Amount of that Capital Appreciation Bond on the immediately succeeding Interest Accretion Date, times (ii) the ratio of (C) the number of days from the immediately preceding Interest Accretion Date to (but not including) the date of determination (determined on the basis of a 360-day year comprised of twelve 30-day months) to (D) the number of days from that immediately preceding Interest Accretion Date to (but not including) the immediately succeeding Interest Accretion Date (determined on the basis of a 360-day year comprised of twelve 30-day months); provided, however, that in determining the Compound Accreted Amount of a Capital Appreciation Bond as of a date prior to the first Interest Accretion Date, the closing date of the Bonds shall be deemed to be immediately preceding the Interest Accretion Date and the original principal amount of that Capital Appreciation Bond shall be deemed to be the Compound Accreted Amount on the closing date of the Bond issue.

If fewer than all of the outstanding Current Interest Bonds of a single maturity are called for redemption, the selection of the Current Interest Bonds to be redeemed, or portions thereof in amount of \$5,000 or any integral multiple thereof, shall be made by lot by the Paying Agent and Registrar (as hereinafter defined) in any manner which the Paying Agent and Registrar may determine. In the case of a partial redemption of Current Interest Bonds when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of face value of principal thereof shall be treated as though it were a separate Current Interest Bond of the denomination of \$5,000. If one or more, but not all, of such \$5,000 units of face value represented by a Current Interest Bond are to be called for redemption, then upon notice of redemption of a \$5,000 unit or units, the registered holder of that Bond shall surrender the Current Interest Bond to the Paying Agent and Registrar (a) for payment of the redemption price for the \$5,000 unit or units of face value called for redemption (including without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the registered holder thereof, of a new Current Interest Bond or Bonds of the same series, of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Current Interest Bond surrendered.

The notice of call for redemption of Current Interest Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Current Interest Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Paying Agent and Registrar on behalf of the Board of Education by mailing a copy of the redemption notice by regular first class mail, at least 30 days prior to the date fixed for redemption, to the registered holder of

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each Current Interest Bond subject to redemption in whole or in part at such registered holder's address shown on the Bond registration records on the fifteenth day preceding that mailing. Failure to receive notice by mailing or any defect in that notice regarding any Current Interest Bond, however, shall not affect the validity of the proceedings for the redemption of any Current Interest Bond. Notice having been mailed in the manner provided above, the Current Interest Bonds and portions thereof called for redemption shall become due and payable on the redemption date and on such redemption date, interest on such Current Interest Bonds or portions thereof so called shall cease to accrue; and upon presentation and surrender of such Current Interest Bonds or portions thereof at the place or places specified in that notice, such Current Interest Bonds or portions thereof shall be paid at the redemption price, including interest accrued to the redemption date.

The Capital Appreciation Bonds shall not be subject to optional redemption prior to maturity.

Pending preparation of definitive Bonds, any Bonds may be initially delivered in temporary form exchangeable for definitive Bonds when such definitive Bonds are ready for delivery. The temporary Bonds may be printed, lithographed or typewritten and may contain such reference to any of the provisions of this ordinance as may be appropriate. Every temporary Bond shall be executed by the Paying Agent and Registrar upon the same conditions and in substantially the same manner as definitive Bonds. If the Paying Agent and Registrar delivers temporary Bonds, it shall execute and furnish definitive Bonds at the earliest practicable time, and thereupon, the temporary Bonds shall be surrendered for cancellation at the principal office of the Paying Agent and Registrar, and the Paying Agent and Registrar shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this ordinance as definitive Bonds delivered pursuant hereto.

The Bonds shall be designated "School Improvement Unlimited Tax General Obligation Bonds, Series 2011".

SECTION 3. That the Bonds shall specify on their faces the purpose for which they are issued and that they are issued in pursuance of this resolution and under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. The Bonds shall be in fully registered form. They shall be signed by the President and Treasurer of this Board of Education, both of which may be facsimile signatures, provided that the Bonds shall bear the manual authenticating signature of an authorized representative of the bank or trust company that is designated in the Bond Purchase Agreement to serve as paying agent, registrar and transfer agent for the Bonds (the "Paying Agent and Registrar"). The principal amount of each Bond shall be payable at the principal office of the Paying Agent and Registrar and interest thereon shall be payable on each interest payment date to the person whose name appears on the record date on the bond registration records as the registered owner thereof, by check or draft mailed to such registered owner's address as it appears on such registration records.

The Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The Board of Education and the Paying Agent and Registrar shall not be required to transfer any bond during the 15-day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore.

The Board of Education and the Paying Agent and Registrar may deem and treat the registered owner of the bonds as the absolute owner thereof for all purposes, and neither the Board of Education nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Treasurer of the Board of Education is hereby authorized, if he determines that it would be in the best interest of the Board of Education, to issue the Bonds on a "book-entry-only" basis through The Depository Trust Company.

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SECTION 4. That the Bonds shall be sold to Fifth Third Securities, Inc., Cincinnati, Ohio (the "Underwriter"), in accordance with its offer to purchase. The Treasurer is hereby authorized to execute the Bond Purchase Agreement with the Underwriter. The proceeds from the sale of the Bonds, except the premium and accrued interest, shall be used for the purpose aforesaid and for no other purpose; and any premium or accrued interest shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Bonds in the manner provided by law.

SECTION 5. That for the payment of the Bonds and the interest thereon, the full faith, credit and revenues of this Board of Education are hereby irrevocably pledged and for the purpose of providing the necessary funds to pay the interest on the foregoing issue of Bonds promptly when and as the same falls due, and also to provide a fund sufficient to discharge the Bonds at maturity, there shall be and is hereby levied on all the taxable property in said School District, in addition to all other taxes, a direct tax annually during the period said Bonds are to run, outside of the limitations of Section 2 of Article XII of the Constitution of Ohio, which tax shall be sufficient in amount to provide for the payment of the interest upon said Bonds when and as the same falls due and to provide for the retirement and discharge of the principal of said Bonds at maturity and shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Constitution of Ohio.

Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers and in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the prompt payment of the principal of and interest on said Bonds, when and as the same fall due.

SECTION 6. That this Board of Education, for and on behalf of the Little Miami Local School District, hereby covenants that it will restrict the use of the proceeds of the Bonds hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder. The Treasurer, or any other officer having responsibility with respect to the issuance of the Bonds, is authorized and directed to give an appropriate certificate on behalf of the Board of Education, on the date of delivery of the Bonds, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

SECTION 7. That the Treasurer is authorized to apply for and secure a municipal bond insurance and/or a municipal bond rating if doing so is determined by the Treasurer to be in the financial best interest of the School District.

SECTION 8. That it is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuance of said Bonds in order to make the same legal, valid and binding general obligations of this Board of Education, have been done, have happened and have been performed in regular and due form as required by law, and that the said issue of Bonds and the tax for the payment of the principal and interest as the same fall due and are payable do not exceed any limitations in indebtedness or taxation as fixed by law.

SECTION 9. That the form of preliminary official statement relating to the Bonds and the distribution thereof are hereby authorized, approved, ratified and confirmed. The proposed form of official statement relating to the Bonds, and the distribution by the Underwriter of the official statement, in substantially the form presented to this Board of Education, are hereby authorized and approved. The Treasurer of this Board of Education is hereby authorized to execute and deliver the official statement on behalf of the Board of Education, which shall be in substantially the form of said official statement with such changes as the Treasurer may approve, and which shall be deemed to be final for purposes of

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Securities Exchange Commission Rule 15c2-12(b)(3), the execution thereof on behalf of the Board of Education to be conclusive evidence of such authorization and approval, and copies thereof are hereby authorized to be prepared and furnished to the Underwriter, as provided in the official statement, for distribution to prospective purchasers of the Bonds and other interested persons.

SECTION 10. That this Board of Education hereby covenants and agrees that it will execute, comply with and carry out all of the provisions of a continuing disclosure certificate dated the date of issuance and delivery of the Bonds (the "Continuing Disclosure Certificate") in connection with the issuance of the Bonds. Failure to comply with any such provisions of the Continuing Disclosure Certificate shall not constitute a default on the Bonds; however, any holder of the Bonds may take such action as may be necessary and appropriate, including seeking specific performance, to cause this Board of Education to comply with its obligations under this section and the Continuing Disclosure Certificate.

SECTION 11. That this Board of Education hereby confirms its request for approval from the Ohio Department of Education (the "Department") and the Office of Budget and Management ("OBM") for participation in the program providing payment of debt service charges under Section 3317.18 of the Ohio Revised Code (commonly known as the State Aid Intercept Program).

SECTION 12. That this Board of Education requests the Department to approve, and enter into an agreement with the District, and the primary paying agent or fiscal agent for the District's proposed Bonds, providing for the withholding and deposit of funds otherwise due the District under Chapter 3317 of the Ohio Revised Code for the payment of debt service charges on all or a portion of the Bonds.

SECTION 13. That the Treasurer is hereby directed to deliver the necessary program information to the Department and to OBM.

SECTION 14. That this Board of Education hereby covenants, pursuant to the requirements of Section 3316.14(c)(2) of the Ohio Revised Code, to comply with the provisions of Chapter 3316 of the Ohio Revised Code, to comply with the orders, direction and requests of the Financial Planning and Supervision Commission and the Ohio Auditor of State under Chapter 3316 of the Ohio Revised Code, and to comply with the terms of the School District's financial recovery plan.

SECTION 15. That the Treasurer of this Board of Education be and is hereby directed to forward a certified copy of this resolution to the Warren County Auditor and the Clermont County Auditor, as required by law. The Treasurer of this Board of Education is further directed to forward a certified copy of this resolution to the Financial Planning and Supervision Commission for approval.

SECTION 16. 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 the law.

ROLL CALL VOTE:

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

MOTION CARRIED

Resolution 11-051 Personnel

Mrs. Grice moved and Mr. Cremeans seconded a motion to approve the following personnel issues with employment contingent upon the school system receiving the results of the mandated criminal record background check as required by O.R.C. 3319.311:

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CERTIFIED PERSONNEL – ONE YEAR CONTRACTS 2011-2012

Sarah Anspach	Carly Breisinger	Ryan Cherry
Mary Alice Clevenger	Molly Hiegl	Molli Janusik
Christine Krill	James Moore	Krista Parker
Laquita Schwartz	Ashley Sliter	Amber Taylor
Danielle Temple	Amanda Venable	

CERTIFIED PERSONNEL – TWO YEAR CONTRACTS 2011-2012

Melinda Buchwalter	Erin Burgett	Sharon Carter
Melissa Cerjan	Daniel Cleaver	Shane Cummings
Kristine Gilliam	Tina Hopkins	Andrea Jackson
Scott Jordan	Ellen Mason	Sally Lockhart
Stephanie Pennix	Robin Prewitt	Linda Schwartz
Geneva Stein	Julie Theuring	Rebecca Wulf

CERTIFIED PERSONNEL- SUBSTITUTE EMPLOYMENT

Linda Olinger – long-term substitute for Lori Creech beginning approximately 8/26/2011 for 12 weeks.

CERTIFIED PERSONNEL- LEAVE OF ABSENCE

Melissa Wood – maternity leaves of absences beginning approximately 5/9/2011 through the end of the school year.

Christina Heppner – maternity leave of absence beginning approximately 8/25/2011 for eight weeks.

CERTIFIED PERSONNEL- SUMMER SCHOOL

Lori Partin – elementary summer school coordinator

CLASSIFIED STAFF – RESIGNATION

Bernard Lamers – bus driver, effective 3/15/2011

CLASSIFIED STAFF – SUBSTITUTE EMPLOYMENT

Connie Tackett – substitute cook

Doug Tackett – substitute custodian

Jennett Younkers – substitute custodian

SUPPLEMENTAL POSITIONS – RESIGNATION

Mark Hiegl – Head Boys Basketball Coach, effective 4/11/2011

Ira Madden – Freshmen Football Coach

Steve Mays – Head Girls Basketball Coach effective 3/15/2011

Kyle Weisbrodt – Freshmen Football Coach

Lisa Western – Girls Reserve Soccer Coach

ROLL CALL VOTE:

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

MOTION CARRIED

Resolution 11-052 Resolution for Reduction in Force to Suspend Certificated Staff Contracts in Accordance with Article 29 of the Negotiated Agreement

Mrs. Hamburg moved and Mrs. Black seconded a motion to adopt the following resolution:

RESOLUTION TO SUSPEND CERTIFICATED STAFF CONTRACTS IN ACCORDANCE WITH ARTICLE 29 OF THE NEGOTIATED AGREEMENT

WHEREAS, the Little Miami Local School District Board of Education (hereafter the “Board”) has received a directive from the state Financial Planning and Supervision Commission and a recommendation from the Superintendent of a needed reduction in force in the certificated staff due to financial reasons and the closing of a school; and

WHEREAS, the Board has determined that a reduction in force in the certificated staff is necessary in accordance with the provisions of Article 29-Reduction in Force of the Negotiated Agreement; and

WHEREAS, the Board has complied with all applicable requirements of Article 29-Reduction in Force of the Negotiated Agreement to include timely notice to the affected members and timely notice to the Association;

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

SECTION I

The following employment contracts shall be suspended indefinitely effective at the end of the current school year as a result of financial reasons and the closing of a District school in accordance with Article 29 of the Negotiated Agreement between the Board of Education and the Little Miami Teachers’ Association:

<u>Name</u>	<u>Position</u>
Sarah Anspach	Science, Little Miami High School
Carly Breisinger	Math Teacher, Little Miami High School
Ryan Cherry	6 th Grade Teacher, Little Miami Junior High School
Sara Harris	Kindergarten, Salem Twp. Elementary School
Lisa Hoening (.6)	Spanish Teacher, Little Miami High School
Molli Janusik	3 rd Grade Teacher, Maineville Elementary School
Christine Krill	Science/Social Studies, Little Miami Junior High School
Amelia Luck	2 nd Grade Teacher, Little Miami Intermediate School
Marjolaine Meeker (.6)	French Teacher, Little Miami High School
James Moore	Science/Social Studies, Little Miami High School
Ray Owen	8 th Grade Teachert, Little Miami Junior High
Jeff Peters	In-School Suspension/Credit Recovery, Little Miami High School
Ashley Sliter	Language Arts/Social Studies, Little Miami Junior High
Danielle Temple	3 rd Grade, Little Miami Intermediate School
Amanda Venable	English, Little Miami High School

SECTION II

The Superintendent shall provide notice of these contract suspensions to the affected employees as soon as possible and said notice shall include notice that the affected employees have a right to recall in accordance with Article 29E of the Negotiated Agreement.

SECTION III

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

MOTION CARRIED

Resolution 11-053 Approving the Graduation Requirements Policy

Mrs. Dunbar moved and Mrs. Grice seconded a motion to adopt the following graduation policy:

GRADUATION REQUIREMENTS

The Board desires that its standards for graduation meet the operational standards of the State Department of Education as well as those of the North Central Association of Colleges and Secondary Schools and, further, that our high school compares favorably with high schools in the state that are recognized for excellence.

The minimum requirements for graduation from high school are as follows:

	<u>Class of 2012-13</u>	<u>Class of 2014-15</u>	Warren County Career Center Class of	
			<u>2012-13</u>	<u>2014-15</u>
English	4 units	4 units	4 units	4 units
Math ¹	3 units	3 units	4 units	
Science ²	3 units	3 units	3 units	3 units
Soc. Studies ³	3 units	3 units	3 units	3 units
Health	½ unit	½ unit	½ unit	
Physical Ed. ⁴	½ unit	½ unit	½ unit	½ unit
Business/ Technology/ Fine Arts and Foreign Language ⁵	1 unit	1 unit	1 unit	1 unit
Electives	<u>5 units</u>	<u>4 units</u>	<u>5 units</u>	<u>4 units</u>
Total	20 units	20 units	20 units	20 units

1. Must include a course equivalent to Algebra II.
2. Must include Biology and Physical Science.
3. Must include American History and American Government.
4. Credit may be awarded for participation in Athletics at the High School. A student who has participated in a sport or sports for a total of two complete seasons may apply for one half credit to be applied to meeting the graduation requirement for Physical Education.

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- 5. Foreign Language is not required for graduation from Little Miami High School but is recommended if you wish to attend a four year college or university.

The requirements for graduation include:

- a. student electives of at least one unit, or two half units, from the area of Business/Technology, fine arts and/or foreign language, and
- b. units earned in English language arts, mathematics, science, and social studies delivered through integrated academic and technical instruction.

Each student is required to complete three units in another subject in addition to the English requirement.

Summer school credits are accepted toward graduation, provided that administrative approval has been given prior to registration for the course.

In order for a home-educated student to be considered for a Little Miami High School diploma, he/she must be in attendance at the high school for a minimum of the final trimester of the senior year.

The Board assumes that at the time of graduation each student has fulfilled all academic and financial obligations. A good school record, scholastic and otherwise, is the recommendation an applicant can offer, either for college admission or for a job. A record of good personal behavior and cooperation is expected.

JUNIOR HIGH COURSES FOR HIGH SCHOOL CREDIT

Students who take designated classes at the Junior High School may be granted credit towards graduation. These classes must be taught by a teacher licensed to teach high school and meet high school curriculum requirements as determined by the district.

A student may earn no more than three high school credits at the Junior High level.

(Adopted 4/19/11)

ROLL CALL VOTE:

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

MOTION CARRIED

Resolution 11-054 Approval of Easement Declaration and Agreement

Mr. Cremeans moved and Mrs. Grice seconded a motion to approve an Easement Declaration and Agreement with Fischer Development Co. II, Inc.

EASEMENT DECLARATION AND AGREEMENT

THIS EASEMENT DECLARATION AND AGREEMENT (“Agreement”) is made as of the 19th day of April, 2011 by and between **LITTLE MIAMI SCHOOL DISTRICT BOARD OF EDUCATION**, a school district organized and existing under the laws of the State of Ohio whose address is 5319 Morrow Rossburg Road, Morrow, Ohio 45152 (“Grantor”) and **FISCHER DEVELOPMENT CO. II, INC.**, a Kentucky corporation, whose address is 2670 Chancellor Drive, Suite 300, Crestview Hills, Kentucky 41017 (“Grantee”), under the following circumstances:

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Grantor and Grantee are adjoining property owners and desire to enter into this Agreement to provide for the improvement and maintenance of various property improvements and structures on Grantor's property for the benefit of Grantor and Grantee, their successors and assigns. Grantee is the current owner and developer of the Providence Subdivision which is currently located along Grantor's northwest boundary.

In consideration of the covenants, terms and conditions as hereinafter described, Grantor hereby grants to Grantee, its successors and assigns and reserves for its own benefit and the benefit of its successors and assigns and for the benefit of additional properties owned and or controlled by Grantee as part of Grantee's proposed Providence Subdivision the non exclusive Easements as further set forth and described herein on and over the following described properties:

Tract I

Sidwell No. 17-28-205-001

Situated in Military Survey No. 3334 Hamilton Township, Warren County, Ohio and being a tract of land containing 20.32449 acres, more or less, and being part of the same lands conveyed to Grantor by deed recorded in OR 4444, Page 92 of the deed records of the Warren County, Ohio Recorder's Office.

Tract II

Sidwell No. 17-28-100-008

Situated in Military Survey No. 3334 Hamilton Township, Warren County, Ohio and being a tract of land containing 8.9804 acres, more or less, and being part of the same lands conveyed to Grantor by deed recorded in OR 4444, Page 92 of the deed records of the Warren County, Ohio Recorder's Office.

Tract III

Sidwell No. 17-28-100-009

Situated in Military Survey No. 3334 Hamilton Township, Warren County, Ohio and being a tract of land containing 6.0984 acres, more or less, and being part of the same lands conveyed to Grantor by deed recorded in OR 4444, Page 92 of the deed records of the Warren County, Ohio Recorder's Office.

The easements granted herein over and across the foregoing properties are more particularly described as follows:

- A. Private Drainage Easement as more particularly described in attached Exhibit "A". The easement area is presently improved with a retention basin and storm water structures and improvements meant to fulfill Warren County, Ohio detention requirements for Grantor's properties. The retention basin connects through an outfall-equalization storm pipe to a retention basin located on property located to the west of Quellan Boulevard controlled by Grantee. The current retention basin does not meet the capacity requirements of Warren County, Ohio for the improvements constructed by Grantor on Grantor's properties. Grantee does hereby agree, at Grantee's cost and expense, to modify, reconstruct or otherwise increase the capacity of the storm water system to accommodate Grantor's need and requirement to meet Warren County, Ohio's detention capacity requirements. All improvements shall meet Warren County, Ohio specifications and the improvements necessary to meet the capacity requirements of the Grantor's property shall be completed by December 31, 2012.

The Private Drainage Easement includes the right to clear trees and vegetation, remove fencing, excavate, fill and construct, operate, impound storm water, inspect, maintain, repair and reconstruct a storm water retention basin and appurtenances, including storm sewers, storm sewer structures, erosion control devices, ground cover and landscaping. **If the fence is removed a fence of the same height shall be reinstalled at the Grantee's expense that prohibits easy access to the basin.** The retention basin may be used to accommodate Grantee's development's detention capacity requirements. Grantor shall remain responsible for maintenance of the retention basin and easement area including keeping the retention basin free from algae and noxious vegetation and by reasonably maintaining the lawn areas within the easement area.

Grantee may, in its sole discretion, elect to assume landscape maintenance and /or retention basin maintenance for all or part of the easement area.

- B. Private Temporary Construction Easement as more particularly described in Exhibit "B". The purpose of this easement is to provide Grantee an additional construction area needed to complete the improvements required of Grantee in the previously described Private Drainage Easement. The Private Temporary Construction Easement includes the right to clear trees and vegetation, excavate and fill, access the Private Drainage Easement for construction purposes, maintain erosion control and restore ground cover over and upon the easement area. The term of the Private Temporary Construction Easement shall expire twelve months from the date of the completion of Grantee's improvements within the Private Drainage Easement.
- C. 50 foot wide Private Landscaping, Signage and Walk Easement as more particularly described in Exhibit "C". The purpose of the easement is to allow the Grantee, at Grantee's sole discretion, to install and maintain subdivision entry identification and sales signage, lighting, landscaping, landscape mounding and walkway improvements over and across the easement area. The Private Landscaping, Signage and Walk Easement includes the right to clear trees and vegetation, excavate, fill, construct, operate, maintain and reconstruct, signs, lighting, irrigation, landscaping, landscape mounding and pedestrian walkways within the easement area. Grantee shall be required to maintain any improvements constructed by Grantee within the easement area.
- D. 50 foot wide Private Utility, Drainage and Landscaping Easement as more particularly described in Exhibit "D". The purpose of the easement is to allow the Grantee, at Grantee's sole discretion, to install and maintain storm sewers, drainage improvements, landscaping and landscape mounding over and across the easement area. The Private Utility, Drainage and Landscaping Easement includes the right to clear trees and vegetation, excavate, fill, construct, operate, inspect, maintain and repair, reconstruct and remove storm sewers, drainage structures and improvements, erosion control, groundcover, landscaping and landscape mounds within the easement area.
- E. 70 foot wide Private Pedestrian Walk Access Easement as more particularly described in Exhibit "E". The purpose of this easement is to allow Grantee, at Grantee's sole discretion, to construct and maintain a paved pedestrian walkway over and across the easement area to provide for pedestrian access from Grantee's Providence Subdivision to Grantor's school facilities on Grantor's property. The Private Pedestrian Walk Access Easement includes the right to clear trees and vegetation, excavate, fill, construct and maintain a paved pedestrian walkway to connect to Grantor's existing paved improvements.
- F. Public Utility Easement as more particularly described in Exhibit "F". Grantor agrees to execute a dedication plat with Warren County, Ohio dedicating the Public Utility Easement area for public utility use in accordance with Warren County, Ohio subdivision regulation requirements.

Easements A through F listed above are further shown and described on dedication plat entitled "Easement Plat Little Miami School District" recorded in Plat Book ____, Page ____ of the Warren County, Ohio recorder's records.

Easements A through F include the right of entry over and across the easement areas and reasonable ingress and egress on Grantor's adjoining property to allow Grantee to carry out the purposes of these easements. **The Grantor shall not be required, obligated nor expected to maintain any areas that the Grantee their successors or assigns has maintained as defined within this agreement to the same level or standard as maintained by the Grantee in the event the Grantee for whatever reason fails to continue to maintain these areas in the future. The level of maintenance provided by the Grantor will be of a similar manner to other properties they own.**

This Easement Declaration and Agreement, its terms and conditions and the easements established herein shall run with the land and shall be binding upon and inure to the benefit of Grantor, its successors and assigns and Grantee, its successors and assigns. Grantee specifically reserves the right to

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assign any of its rights, benefits and maintenance responsibilities to a homeowners' association established for the residents of Providence Subdivision.

IN WITNESS WHEREOF, the LITTLE MIAMI SCHOOL DISTRICT BOARD OF EDUCATION, a school district organized and existing under the laws of the State of Ohio, the Grantor herein, and FISCHER DEVELOPMENT CO. II, INC., a Kentucky Corporation, the Grantee, have executed this Easement Declaration and Agreement as of this 19th day of April, 2011.

**LITTLE MIAMI SCHOOL DISTRICT
BOARD OF EDUCATION (Grantor)**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ROLL CALL VOTE:

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

MOTION CARRIED

New Business

Mrs. Grice gave a report on the Warren County Career Center.

Information Items

1. Junior High Athletic Director Job Description
2. Anti-Harassment, Bully, Dating Violence Policy
3. Warren County Attendance Policy
4. Mrs. Hamburg gave a legislative update, including a meeting between Mrs. Dunbar, Dr. Bob Sommers and herself. She and Mrs. Dunbar also provided testimony to the House of Representatives regarding H.B. 153.

Community Comments – Non-agenda Items

Deb Haisley signed up to speak. However, she said Mrs. Hamburg's legislative updated answered her questions.

Resolution 11-055 Executive Session

Mr. Cremeans moved and Mrs. Grice seconded a motion for the Board of Education to enter into executive session for the purpose of preparing for negotiations or bargaining sessions with public employees.

ROLL CALL VOTE:

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

MOTION CARRIED

The Board entered executive session at 7:55 p.m.

Resolution 11-056 Return to Regular Session

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

ROLL CALL VOTE:

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

MOTION CARRIED

The Board returned to regular session at 9:32 p.m.

Resolution 11-057 Adjourn

Mr. Cremeans moved and Mrs. Dunbar seconded a motion to adjourn.

ROLL CALL VOTE:

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

MOTION CARRIED

The Board adjourned at 9:33 p.m.

Kym Dunbar, President

Shaun Bevan, Treasurer