

LITTLE MIAMI LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING
JANUARY 23, 2007
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 January 23, 2007 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. Cress called the meeting to order at 7:00 p.m.

ROLL CALL:

Mrs. Cress	Present
Mr. Cremeans	Present
Ms. Grice	Present
Mr. Stern	Present
Mrs. Hamburg	Present

Adopt the Agenda

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

ROLL CALL VOTE:

Mrs. Cress	Yes
Mr. Cremeans	Yes
Ms. Grice	Yes
Mr. Stern	Yes
Mrs. Hamburg	Yes

MOTION CARRIED.

Executive Session

Mr. Cremeans moved and Mrs. Hamburg seconded a motion to enter executive session for the purpose of discussing personnel, negotiations and litigation issues.

ROLL CALL VOTE:

Mr. Cremeans	Yes
Ms. Grice	Yes
Mr. Stern	Yes
Mrs. Hamburg	Yes
Mrs. Cress	Yes

MOTION CARRIED.

The Board entered executive session at 7:03 p.m.

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The Board came out of executive session at 7:52 p.m.

Reading of Minutes

Ms. Grice moved and Mr. Cremeans seconded a motion to approve the minutes of the December 12, 2006 work session, December 19, 2006 regular session and January 9, 2007 organizational meeting.

ROLL CALL VOTE:

Ms. Grice	Yes
Mr. Stern	Yes
Mrs. Hamburg	Yes
Mrs. Cress	Yes
Mr. Cremeans	Yes

MOTION CARRIED.

Mr. James Schaeper, of Steed, Hammond & Paul Architects, reviewed high school design developmental costs.

Mr. Justin Koenes, Quandel, Dugan and Meyer, provided design developmental cost analysis.

Mrs. Ruth Mitchell announced there will be a health fair in cooperation with the nurses from Kings Local School District to be held on February 9, 2007 from 5:00 p.m. to 9:00 p.m.

Mr. John Spieser, High School Principal, and Mr. Greg Power, Assistant High School Principal, presented their continuous improvement policy review.

Mr. Mark Price asked questions regarding the construction project.

Resolution 07-007 Financial Reports

Ms. Grice moved and Mr. Cremeans seconded a motion to approve the financial reports for December 2006.

ROLL CALL VOTE:

Mr. Stern	Yes
Mrs. Hamburg	Yes
Mrs. Cress	Yes
Mr. Cremeans	Yes
Ms. Grice	Yes

MOTION CARRIED.

Resolution 07-008 New Funds/Grants

Mrs. Hamburg moved and Mrs. Cress seconded a motion to establish the following funds as additions to the FY07 appropriations:

SERRC OISM Grant	(019-9703)	\$3,000.
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e-Tech Ohio Professional Development Grant	(452-9007)	\$3,300.
State Planning Committee for Health Ed Grant	(019-9704)	\$ 500.

ROLL CALL VOTE:

Mrs. Hamburg	Yes
Mrs. Cress	Yes
Mr. Cremeans	Yes
Ms. Grice	Yes
Mr. Stern	Yes

MOTION CARRIED.

Resolution 07-009 Conditional Assignment of Real Estate Purchase and Sale Agreement
Mr. Cremeans moved and Mrs. Cress seconded a motion to adopt the following resolution:

WHEREAS, Assignor is a party to a certain Contract for the Purchase and Sale of Real Estate by and between Assignor and Mark Lewis and Beth Lewis, husband and wife, and Timothy Lewis (hereafter collectively referred to as the "Sellers") dated on or about October 29, 2004 and the corresponding First Addendum, Second Addendum, Assignment and Third Addendum, and Fourth Addendum thereto that were subsequently executed by and between Assignor and Sellers (collectively the "Contract" and attached hereto as **Exhibit A**), which Contract was assigned by Sellers on June 20, 2005 to their Intermediary, Thomas L. Cuni.

WHEREAS, on March 28, 2006, Assignor purchased two (2) tracts of land zoned agricultural-residential pursuant to the Contract, the first tract of land being approximately 86.5 acres in total size having parcel # 17281000040 ("Tract 1"), and the second tract of land being approximately 21.83 acres in size having a parcel # 17293000080 ("Tract 2").

WHEREAS, Assignor has the option under the Contract to purchase a third tract of land being approximately 99.15 acres in size having a parcel # 17293000060, such tract being more particularly described on the attached **Exhibit B** ("Tract 3"), on the terms and conditions set forth in the Contract; and

WHEREAS, the parties desire to execute this Conditional Assignment so that Assignor can conditionally assign all of its rights, interests, and obligations under the Contract to Assignee and Assignee can conditionally assume all rights, interests, and obligations under the Contract from Assignor on the terms set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of ten dollars (\$10.00), the premises and the covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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1. PREAMBLES AND RECITATIONS: The foregoing preambles, recitations, and definitions are made a part hereof as though fully set forth herein.

2. CONDITIONAL ASSIGNMENT: Pursuant to the terms of the Contract, Assignor has the exclusive right and option to purchase of Tract 3 from Seller on or before March 28, 2007. However, should Assignor fail to close on the purchase of Tract 3 from Seller on or before February 28, 2007, and so long as Seller is not in default of the Contract, Assignor shall assign all of Assignor's rights, interests, and obligations under the remaining term of the Contract to Assignee, and Assignee shall assume from Assignor all such rights and interests of Assignor and agrees to perform all the obligations and responsibilities of Assignor as the "Purchaser" under the terms and conditions contained in the Contract and will so close on the purchase of Tract 3 on or before March 26, 2007 (the "Initial Closing").

3. SALE BACK OF 65 ACRES TO ASSIGNOR. If Assignee assumes Assignor's rights to purchase Tract 3 on the terms set forth above, then Assignee grants to Assignor an option to purchase approximately sixty-five (65) acres of Tract 3 (the "65-Acre Tract") at the same net acreage purchase price calculation paid by the Assignee to Seller at the Initial Closing. The 65-Acre Tract is more particularly identified on the drawing attached hereto **Exhibit C**. Such option to purchase shall commence on the day Assignee acquires title to Tract 3 from Seller and shall last for a period of one hundred eighty (180) days thereafter (the "Option Period"). Assignor may close on the purchase of the 65-Acre Tract any time during the Option Period upon at least seven (7) days written notice to Assignee of such closing date (the "Second Closing"). The Second Closing would then occur at a time, date and location mutually agreeable to Assignee and Assignor.

4. POSSESSION. Possession of the 65-Acre Tract immediately shall be given to Assignor upon the Second Closing date. Assignee shall be responsible for any and all damage to the 65-Acre Tract between the date of the Initial Closing and the delivery of possession of the 65-Acre Tract to Assignor. Assignee covenants that, at the time of such possession, the 65-Acre Tract shall be in the same condition as it is on the date of the Initial Closing. Prior to the Second Closing, Assignee shall not enter into any new lease other than that which is provided for in the Contract, nor make any substantial alterations or repairs to the 65-Acre Tract without the written consent of Assignor.

5. TAXES AND ASSESSMENTS. At the Second Closing, Assignee shall pay, or cause to be paid, all real estate taxes and assessments, whether special or otherwise, that are due and payable and shall prorate to Assignor and credit to Assignor that portion of such taxes and assessments assessed for and becoming a lien during the calendar year of the Second Closing as shall be allocable to Assignee for the period up to and preceding the Second Closing. If the tax rates and assessed value applicable to such taxes for any such year have not been determined by the Second Closing, the most current tax rate and assessed value shall be used to determine the credit. In addition, if the 65-Acre Tract is currently categorized by the County Auditor for agricultural uses it

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has received a reduced valuation. As such, the 65-Acre Tract will be subject to a certain tax recoupment amount for the tax years prior to the Second Closing, and such estimated CAUV recoupment amount (based on the latest available County Auditor's records) will be credited in favor Assignor against the purchase price paid to Assignee at the Second Closing.

6. REAL ESTATE COMMISSIONS. Assignor and Assignee represent and warrant that they have not dealt with any real estate brokers or agents in this transaction. Any real estate commissions not specifically provided for herein with respect to the transaction made the subject hereof, are the responsibility of the party breaching such representation and such breaching party shall indemnify and hold harmless the other party from all damages (including reasonable attorneys' fees) arising out of any claims by any brokers. This Conditional Assignment is not intended to be, and shall not create a relationship of owner and broker, or owner and salesman, between the parties. It is intended that the sole relationship shall be that of Assignor and Assignee.

7. CONFIDENTIALITY. Assignor and Assignee agree to maintain the terms of this Conditional Assignment in strict confidence except as otherwise necessary to carry out and implement the terms and conditions hereof; provided, however, that a party shall not be liable for unauthorized disclosure of such matters to its professional advisors such as attorneys, engineers, accountants and consultants, and shall be permitted to disclose such matters if required to do so by a court of law or in connection with the enforcement of its rights hereunder.

8. NOTICES. All notices related to this transaction shall be deemed to be effective when mailed, postage prepaid by United States, certified or registered mail, return receipt requested, or delivered by personal delivery, telegram.

ASSIGNEE:

Little Miami School District
Board Of Education
Atten: Dan Bennett, superintendent
5819 Marrow-Rosburg Road
Marrow, Ohio 45152

With a copy to:

C. Bronston McCord III
Ennis, Roberts & Fischer
121 West Ninth Street
Cincinnati, Ohio 45202

ASSIGNOR:

Providence 1, LLC,
Atten: Steve Wallace, Manager
P.O. Box 1017
Mason, Ohio 45040

With a copy to:

William J. Patterson
Finney, Stagnaro,
Saba & Patterson, Co., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208

9. JOINT PREPARATION. The preparation of this Conditional Assignment has been a joint effort of the parties and the resulting documents shall not, solely as a

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matter of judicial construction, be construed more severely against one party than the other.

10. ENTIRETY OF THE AGREEMENT. This Conditional Assignment consists of these typewritten pages and Exhibits incorporated by reference herein. There are no other agreements, conditions or understandings between the parties. All understandings and agreements heretofore have been merged into this Conditional Assignment, which fully and completely expresses the Conditional Assignment of the parties. This Conditional Assignment shall not be recorded in the applicable real estate records.

11. AUTHORITY TO EXECUTE. Assignor has full legal power and authority to conditionally assign Tract 3 as provided for herein and to execute this Conditional Assignment, without any other consent or proceeding required from other person, entity, or organization. A copy of the authorizing resolution of the LLC will be provided to Assignee. The representatives of Assignee have the authority and approval to execute this Conditional Assignment on behalf of the Assignee. A copy of the Board resolution will be provided to Assignor.

12. GOVERNING LAW. This Conditional Assignment shall be construed and the rights and obligations of Assignor and Assignee hereunder shall be determined, in accordance with the laws of the State of Ohio.

13. SEVERABILITY. If any term or provision hereof, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Conditional Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be unaffected thereby; and each term, covenant, condition and provision hereof shall be valid and be enforced to the fullest extent permitted by law.

This Conditional Assignment is agreed to between the undersigned parties and shall become effective as of March 1, 2007 only if the terms and conditions of this Conditional Assignment are then met.

ROLL CALL VOTE:

Mrs. Cress	Yes
Mr. Cremeans	Yes
Ms. Grice	Yes
Mr. Stern	Yes
Mrs. Hamburg	Yes

MOTION CARRIED.

Resolution 07-010 Real Estate Donation Agreement

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

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WHEREAS, Donor is the owner of or has the right or option to purchase certain real estate consisting of approximately 207.477 gross acres of real estate located in Hamilton Township, Warren County, Ohio (hereafter "Real Estate");

WHEREAS, Donor intends (but is not obligated) to develop the Real Estate into a single-family residential subdivision to be known as Providence (the "Subdivision") that will consist of approximately 377 residential lots plus certain common/reserve areas (all proposed lots and any additional real property that is proposed to be located in the Subdivision hereinafter collectively may be referred to as the "Development"), as approximately shown on the site plan for the Development. A copy of such site plan for the Development is attached hereto as **Exhibit A** (the "Site Plan");

WHEREAS, Donor desires to donate approximately 35-acre portion of the Real Estate to Donee (the "Donated Property"), upon the terms and conditions described herein. The approximate location for such Donated Property is designated on the attached Site Plan and more particularly described in the legal description attached as **Exhibit B**; and

WHEREAS, Donor and Donee intend that the transfer of Donated Property qualifies as a deductible charitable contribution under Section 170 of the Internal Revenue Code of 1986, as amended.

AGREEMENT

NOW THEREFORE, for and in consideration one-dollar and other valuable consideration, the receipt and sufficiency being hereby acknowledged, the Donee and Donor have agreed as follows:

1. Value of Transfer

The fair market value of the Donated Property will be determined in accordance with a qualified appraisal prepared pursuant to Treasury Regulation Section 1.170A-13 (c) (the "Appraisal"). Donor will complete or obtain such Appraisal prior to any applicable closing hereunder, at Donor's sole cost and expense.

2. Conveyance and Closing

Within two (2) business days after the conveyance of the Real Estate to Donor, Donor will transfer the Donated Property to Donee at a time and place mutually agreed to by the parties but in no case later than February 28, 2007 (the "Closing"). Donee may terminate this Agreement upon written notice of the same to Donor if the Closing does not so occur on or before February 28, 2007. Upon the completion of the closing and conveyance of the Donated Property hereunder, Donee shall be entitled to sole and exclusive possession of the Donated Property. Donor shall be responsible for transfer taxes/conveyance fees, and deed preparation and Donee shall be responsible for all other closing and title costs. Donor shall convey good and marketable title to

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the Donated Property, in whole or in part, by Limited Warranty Deed in fee simple free, clear and unencumbered, except for such covenants, conditions, restrictions and easements of record and such real estate taxes and assessments not yet due. A standard Affidavit of Title acceptable to Donee's counsel shall also be provided at the Closing. There shall be a proration of real estate taxes at the Closing, and Donor will be responsible for all real estate taxes and assessments against the Donated Property for the period of Donor's ownership of the property, and any CAUV Recoupment which may be due as a result of the transfer of the Donated Property to Donee. Additionally, in the event of a re-evaluation of the Donated Property which results in an increase in real estate taxes for the time period covered by Donor's ownership, then adjustment will be made on the proration when such information is available, and Donor shall be responsible for payment of any such increases.

At or prior to the Closing, Donee shall (a) complete and sign an IRS Form 8283, Part IV; (b) provide Donor with a letter verifying its tax exempt status under state and federal law; and (c) complete or provide such other documents and considerations as Donor, Donor's counsel, or any applicable title company/closing agent may reasonably deem necessary to consummate the transaction contemplated herein.

3. Donee's Due Diligence Investigations and Inspections

Donor hereby grants to Donee, its agents, employees, contractors and representatives, during Donee's Due Diligence Period (hereafter defined), the right and license to enter upon the Donated Property to inspect the same. Donee's due diligence inspections shall be made at Donee's sole cost and expense, and at Donee's sole discretion, may include obtaining a commitment for an owner's policy of title insurance, topographical surveys, test borings, percolation tests, environmental tests, inspections, soil analysis and any other tests or investigations which will assist Donee in determining whether the Donated Property is suitable for Donee's purposes and whether any adverse environmental conditions exist on the Donated Property. The Donated Property shall be left in the same condition as it was prior to such inspection, testing, borings, and/or surveying. Donee shall indemnify Donor for any damage caused by Donee, its agents, employees, contractors or representative in performing such due diligence inspections. Donee shall, prior to entry upon the Donated Property, provide Donor with evidence of adequate liability insurance, naming Donor as an additional insured. Donee shall provide Donor with a copy of any documents/reports generated from their investigation of the Donated Property.

As used herein, Donee's "Due Diligence Period" shall terminate on January 19, 2007. If Donee determines for any reason that the Donated Property is not suitable, Donee may upon written notice to Donor, terminate this Contract during the Due Diligence Period without further obligation to Donor.

Upon Donee's request, Donor will make available to Donee, at no expense to Donee except for nominal copy and deliver fees, any and all title commitments, studies, tests, soil reports, topographic maps, and plans which Donor has completed or contracted with other parties to complete as related to the Donated Property (collectively "Donor's Plans and Reports"). Such Donor's Plans and Reports are offered to Donee so that Donee can update the same during its independent inspections and investigation that it performs during the Due Diligence Period. Donee has no right to rely upon any of Donor's Plans and Reports to the detriment of Donor or any third parties who have completed such Donor's Plans and Reports, and such Donor's Plans and Reports are in no way any form of certification, representation or warranty as to the condition of the Donated Property from Donor or any such third parties.

4. **No Representatives or Warranties by Donor: Acceptance of Donated Property “As Is” and Release of Claims**

Donee represents that, upon completion of its inspections of the Donated Property as contemplated above in Section 3, Donee will have made all investigations as it deems necessary or appropriate and will be relying solely upon its own inspection and investigations of the Donated Property for all purposes whatsoever, including but not limited to, the determination of the condition of the structures, improvements, soils, subsurfaces, drainage, surface and groundwater quality, and all other physical characteristics; governmental laws and regulations; access; encroachments; acreage and other survey matters; and the character and suitability of the Donated Property. In addition, Donee acknowledges that the Donated Property is being conveyed and will be conveyed “as is” with all faults and defects, whether patent or latent, as of the date of any closing hereunder. There have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Donated Property, its condition, or any other matters whatsoever made to or furnished to Donee by Donor or any employee or agent of Donor, except as specifically set forth in this Contract.

Donee fully and completely waives and forever releases any and all claims or liabilities against Donor that have arisen or may arise from Donor’s transfer of Donated Property to Donee or Donee’s ownership of Donated Property. The provisions of this Section 4 shall survive any closing hereunder.

5. **Donee’s Representations and Warranties**

The Donee makes the following representations and will make the same at any applicable closing hereunder, all of which shall survive any closing hereunder:

- (a) Donee is an organization exempt from federal income taxation under Section 501 (c) (3) of the Internal Revenue Code;
- (b) Donee is a permissible Donee under Section 170 (c) of the Internal Revenue Code;
- (c) Donee will take all actions that are reasonably requested by Donor in connection Donor’s attempt to obtain a charitable contribution deduction; and
- (d) Donee shall not re-sell or otherwise transfer the Donated Property until such time that Donor has received full benefit from the tax credits under the Internal Revenue Code and the U.S. Treasury Regulations.

6. **Notices**

All notices related to this transaction shall be deemed to be effective when mailed, postage prepaid by United States, certified or registered mail, return receipt requested, or delivered by personal delivery, telegram.

DONEE:

Little Miami School District

DONOR:

Providence 1, LLC,

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Board Of Education
Atten: Dan Bennett, superintendent
5819 Marrow-Rossburg Road
Marrow, Ohio 45152

Atten: Steve Wallace, Manager
P.O. Box 1017
Mason, Ohio 45040

With a copy to:

C. Bronston McCord III
Ennis, Roberts & Fischer
121 West Ninth Street
Cincinnati, Ohio 45202

With a copy to:

William J. Patterson
Finney, Stagnaro,
Saba & Klusmeier, Co., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208

7. Roadway Improvements

Donee acknowledges and understands that Donee will be responsible for completing, at Donee's sole cost and expense, all required improvements of roadway frontage along the entire Donated Property including, but not limited to, street widening and improvements, landscape berms, tree and landscaping, bicycle paths and walkways all as may be required by the applicable zoning regulations or requirements of Hamilton Township and Warren County on the Zoar Road and the Stephens Road frontage of the Donated Property, and only on the side of the road where the Donated Property is located.

8. Berm and Fences

Donee agrees to place and shape a six to nine foot undulating berm on the north side of the Donated Property provided that Donee shall not be required to import soil to the Donated Property to accomplish the same. Donor agrees to plant pine trees (approximately 4' - 5' in height) along the berm, each pine tree spaced approximately twenty lineal feet apart. Donee covenants that Donee shall provide Donor with the right to use any dirt on the Donated Property not used by the Donee on the Donated Property. Donor shall be responsible for the transportation of the dirt from the Donated Property of any dirt used by Donor. Other than fences constructed for ball fields or playgrounds, Donee covenants that Donee shall not construct any fences on the Donated Property (i) within seventy-five feet of the north side of the Donated Property, (ii) in excess of four feet, or (iii) made of chain link. Donee covenants that Donee shall maintain any fencing installed on the Donated Property in good condition.

9. Financing Contingency

Donor's obligations hereunder are contingent upon Donor obtaining financing and collateral security for Donor's purchase of all of the Real Estate upon such terms and conditions acceptable to Donor in Donor's sole discretion. If Donor is unable to so obtain financing for the acquisition of all of the Real Estate, then any and all of Donor's obligations hereunder are null and void.

10. Cure and Default; Remedies

If either party defaults on any of its respective obligations hereunder and fails to cure the same within fifteen (15) days of receipt of written notice of such default from the non-defaulting party, then the non-defaulting party may pursue any and all remedies available to it at law or in equity.

11. Joint Preparation

The preparation of this Contract has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12. Entirety of the Agreement

This Contract consists of these typewritten pages and Exhibits incorporated by reference herein. There are no other agreements, conditions or understandings between the parties. All understandings and agreements heretofore have been merged into this Contract, which fully and completely expresses the Contract of the parties. This Contract shall not be recorded in the applicable real estate records.

13. Authority to Execute

Donor has full legal power and authority to own and convey the Donated Property as provided for herein and to execute this Agreement, without any other consent or proceeding required from other person, entity, or organization. A copy of the authorizing resolution of the LLC will be provided to Donee. The representatives of Donee have the authority and approval to execute this Agreement on behalf of the Donee. A copy of the Board resolution will be provided to Donor.

14. Governing Law

This Contract shall be construed and the rights and obligations of Donor and Donee hereunder shall be determined, in accordance with the laws of the State of Ohio.

15. Original Document

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Contract.

IN WITNESS WHEREOF, intending to be legally bound, the parties warrant that they have the authority to execute this document and legally bind their respective corporations/companies to the terms and conditions contained herein.

DONEE:

**LITTLE MIAMI SCHOOL DISTRICT
BOARD OF EDUCATION**

ROLL CALL VOTE:

Mr. Cremeans
Ms. Grice
Mr. Stern
Mrs. Hamburg
Mrs. Cress

DONOR:

PROVIDENCE 1, LLC,
an Ohio limited liability company

Yes
Yes
Yes
Yes
Yes

MOTION CARRIED.

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Resolution 07-011 Escrow Agreement with Fifth Third Bank

Ms. Grice moved and Mrs. Cress seconded a motion to adopt the following resolution:

WHEREAS, Borrower has signed a Draw Note or Notes payable to Pledgee totaling at least \$6,800,000.00 (the "Note" and the "Obligations") to finance Borrower in acquiring 207.477 gross acres of real estate located in Hamilton Township, Warren County, Ohio (the "Real Estate");

WHEREAS, Borrower and Pledgor this date have entered into a Real Estate Donation Agreement wherein Borrower as Donor will donate, subject to the terms and conditions of that Real Estate Donation Agreement, an approximate 35-acre portion of the Real Estate ("the Donated Parcel") to Pledgor for Pledgor to build a school on the Donated Parcel;

WHEREAS, Pledgor hereby pledges as a guaranty of the repayment of the total obligation due and owing from Borrower to Pledgee totaling at least \$6,800,000.00 in the aggregate ("Obligations") the sum of Nine Hundred Fifty Thousand and XX/100 Dollars (\$950,000.00), said sum intended to protect the Pledgor's interest in the Donated Property (the "Deposit");

WHEREAS, the Draw Note, Real Estate Donation Agreement, and any other document entered into by Borrower, Pledgor and Pledgee in connection with the Obligations shall be collectively referred to herein as the "Loan Documents".

NOW, THEREFORE, for good and valuable consideration, Pledgor, Pledgee, and Borrower hereby agree as follows:

1. Deposit of Funds. On the date of the execution of this Agreement, Pledgor shall deposit with Pledgee the Deposit in immediately available funds.

2. Pledge.

(a) Pledgor pledges, mortgages, assigns, transfers, delivers, deposits, sets over and confirms as a first priority security interest to Pledgee and its successors and assigns, all of Pledgor's right, title and interest in and to the Deposit and all interest and proceeds thereof (collectively, the "Interest"), as collateral security for payment and performance of all loans, advances, indebtedness and each and every other obligation or liability of Borrower owed to Pledgee under the Loan Documents evidencing the financing of the Real Estate by Pledgee, including but not limited to all liabilities, obligations and indebtedness arising under the Loan Documents.

(b) All interest on the Deposit shall be deposited into the Account and shall immediately become subject to the lien and security interest of this Agreement.

3. Term. The Pledgee shall hold the Deposit and the Interest until (a) phase 17 of the Borrower's plan for the Real Estate has been commenced, which is the final phase in the Borrower's plan for the Real Estate, and, (b) the outstanding balance of the Obligations is no more than \$950,000.00. When the foregoing two (2) conditions have been met, as any repayments are made by Borrower to Pledgee to reduce the outstanding balance of the Obligations below \$950,000.00, Pledgee shall return to Pledgor an equivalent amount of monies out of the Deposit and the Interest, so that the remaining amount of the Deposit held by Pledgee equals the remaining amount of the Obligations.

4. Representations and Warranties.

(a) Pledgor represents and warrants to Pledgee that:

(i) Pledgor has the right and requisite authority to pledge, mortgage, assign, transfer, deliver, deposit, set over and confirm the Deposit and Interest to Pledgee as provided herein;

(ii) Pledgor has obtained all necessary consents, approvals, authorizations or orders of any person, corporation, partnership, trust, governmental entity, or other entity required for the execution and delivery of this Agreement or the delivery of the Deposit and the Interest to Pledgee as provided herein.

(b) Borrow represents and warrants to Pledgee that:

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(i) Borrower has obtained all necessary consents, approvals, authorizations or orders of any person, corporation, partnership, trust, governmental entity, or other entity required for the execution and delivery of this Agreement or the delivery of the Deposit and the Interest to Pledgee as provided herein.

The representations and warranties set forth in this Section 4 shall survive the execution and delivery of this Agreement.

5. Covenants.

(a) Pledgor covenants and agrees that until payment in full of all of the Obligations:

(i) Pledgee is entitled to the Deposit and Interest so long as any of the Obligations remain unpaid. Until all of the Obligations are paid, all rights to such Deposit and Interest shall remain subject to the lien and security interest of this Agreement;

(ii) Without the prior written consent of Pledgee, Pledgor shall not attempt to or further sell, assign, transfer, mortgage, pledge or otherwise further encumber the Deposit or Pledgor's rights under the Real Estate Donation Agreement;

(iii) Pledgor shall, at Pledgor's expense, obtain, execute, acknowledge and deliver all such instruments and take all such action necessary (or as Pledgee may from time to time request) in order to ensure Pledgee shall have and retain the benefits of the first priority lien and security interest in the Deposit and Interest;

(iv) Pledgor is a duly formed school district board of education and this Agreement is enforceable against the Little Miami School District in accordance with its terms;

(v) The execution and performance of this Agreement by Pledgor will not cause or constitute or result in a breach or default under any articles, agreements, rules, regulations, or undertakings to which Pledgor is a party or by which Pledgor is bound.

(b) Borrower covenants and agrees that until payment in full of all of the Obligations:

(i) Pledgee is entitled to the Deposit and Interest so long as any of the Obligations remain unpaid. Until all of the Obligations are paid, all rights to such Deposit and Interest shall remain subject to the lien and security interest of this Agreement;

(ii) Without the prior written consent of Pledgee, Borrower shall not attempt to or further sell, assign, transfer, mortgage, pledge or otherwise further encumber the Deposit or Borrower's rights under the Real Estate Donation Agreement;

(iii) Borrower is a duly formed Ohio limited liability company in good standing and this Agreement is enforceable against Providence 1, LLC, in accordance with its terms;

(iv) The execution and performance of this Agreement by Borrower will not cause or constitute or result in a breach or default under its Articles of Organization or operating agreement, or any agreements, contracts, Loan Documents, or undertakings to which Borrower is a party or by which Borrower is bound.

6. Default. Each of the following shall be an Event of Default hereunder (herein "Events of Default"):

(a) An event of default occurs under any of the Loan Documents, this Agreement or any other agreement, instrument or document evidencing, guarantying, securing or otherwise executed or delivered in connection with any of the Obligations, as "Event of Default" shall be defined therein.

(b) Any representation or warranty of Pledgor or Borrower set forth in this Agreement or in any agreement, instrument, document, certificate or financial statement evidencing, guarantying, securing or otherwise related to, this Agreement shall be materially inaccurate or misleading.

(c) Pledgor or Borrower shall fail to observe or perform any covenant or condition required in this Agreement or in any agreement, instrument, document, certificate or financial statement evidencing, guarantying, securing or otherwise related to, this Agreement, or Pledgor or Borrower shall otherwise default in the observance or

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performance of any covenant or agreement set forth in any of the foregoing for a period of 30 days.

(d) The legal incompetence or dissolution of Pledgor or Borrower, or the merger or consolidation of any of the foregoing with a third party, or the lease, sale or other conveyance of a material part of the assets or business of any of the foregoing to a third party outside the ordinary course of its or their business, or the lease, purchase or other acquisition of a material part of the assets or business of a third party by any of the foregoing.

(e) The creation of any lien (except a lien to Pledgee) on, the institution of any garnishment proceedings by attachment, levy or otherwise against, the entry of a judgment against, or the seizure of, the Deposit.

(f) In the judgment of Pledgee, any material adverse change occurs in the existing or prospective financial condition of Borrower that may affect the ability of Borrower to repay any of the Obligations, or Pledgee deems itself insecure.

(g) A commencement by Pledgor or Borrower or any endorser or guarantor of the Obligations of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or the entry of a decree or order for relief in respect of such Pledgor or Borrower or any endorser or guarantor of the Obligations in the case under any such law or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Pledgor or Borrower or any endorser or guarantor of the Obligations, or for any substantial part of the Real Estate, or ordering the wind-up or liquidation of the affairs of Pledgor or Borrower or any endorser or guarantor of the Obligations; or the filing and pendency for 30 days without dismissal of a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law; or the making by Pledgor or Borrower or any endorser or guarantor of the Obligations of any general assignment for the benefit of creditors; or the failure of Pledgor or Borrower or any endorser or guarantor of the Obligations generally to pay its or their debt as such debt becomes due; or the taking of action by Pledgor or Borrower or any endorser or guarantor of the Obligations in furtherance of any of the foregoing.

(h) Any sale, conveyance or transfer of any rights in the Deposit securing the Obligations.

7. Remedies.

(a) After the occurrence of an Event of Default (as defined in Section 6 hereof), Pledgee is hereby authorized and empowered, at its election, to apply the Deposit and Interest to the amount outstanding under the Obligations. Pledgor is hereby irrevocably constituting and appointing Pledgee as the proxy and attorney-in-fact of Pledgor; provided, however, the Pledgee shall not have any duty to exercise any such right or to preserve the same and shall not be liable for any failure to do so or for any delay in doing so. Demands of performance, except as otherwise herein specifically provided for, notices of sale, advertisements and the presence of property at sale are hereby waived and any sale hereunder may be conducted by an auctioneer or by any officer or agent of Pledgee. In no event will Pledgor be responsible to Pledgee for any amounts in excess of the Deposit and the Interest (subject to paragraph 9 herein).

(b) In the event of any sale(s) or application hereunder, Pledgee shall, after deducting all costs or expenses of every kind (including, to the full extent permitted by law, attorneys' fees and disbursements) for care, safekeeping, collection, sale, delivery or otherwise, apply the residue of the proceeds of the sale(s) to the payment or reduction, either in whole or in part, of the Obligations returning the surplus, if any, to Pledgor.

(c) Pledgor agrees that it shall not at any time plead, claim or take the benefit of any appraisal, valuation, stay, extension, moratorium or redemption law now or hereafter in force in order to prevent or delay the enforcement of this Agreement. Pledgor agrees that it shall not interfere with any right, power and remedy of Pledgee provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by Pledgee of any one or more of such rights, powers or remedies. No failure or delay on the part of Pledgee to exercise any such rights, power or remedy and no notice or demand which may be given to or made upon Pledgor by Pledgee with respect to any such remedies shall operate as a waiver hereof, or limit or impair Pledgee's right to take any action or to exercise any power or remedy hereunder, without notice or demand, or prejudice its rights as against Pledgor in any respect. No waiver of any Event of Default shall be deemed to be a waiver of any subsequent Event of Default.

(d) Upon the occurrence and until the waiver of an Event of Default, Pledgee may declare without notice to Borrower any note and all of the Obligations to become due and payable in its aggregate amount; provided that the Obligations shall be accelerated automatically and immediately if the Event of Default is a filing under the Bankruptcy Code. Pledgee may resort to the rights and remedies of a secured party under the Uniform Commercial Code as adopted under the laws of the jurisdiction governing this Agreement.

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8. Waiver. No delay on Pledgee's part in exercising any power of sale, lien, option or other right hereunder, and no notice or demand which may be given to or made upon Pledgor by Pledgee with respect to any power of sale, lien, option or other right hereunder, shall constitute a waiver thereof, or limit or impair Pledgee's right to take any action or to exercise any power of sale, lien option, or any other right hereunder without notice or demand, or prejudice Pledgee's rights as against Pledgor in any respect. In addition, no action taken by Pledgee hereunder shall in any way impair or limit Pledgee's right to exercise any or all rights or remedies Pledgee may otherwise have against Borrower with respect to any Obligations. This Agreement shall not, in any manner, be construed as a compromise of any Obligations. This is an absolute, unconditional and continuing pledge and shall remain in full force and effect until the Obligations have been fully paid to the Pledgee. This pledge shall extend to and cover renewals of the Obligations and any number of extensions of time for payment thereof and shall not be affected by any surrender, exchange, acceptance or release by the Pledgee of any other pledge or any security held by it for any of the Obligations. Notice of acceptance of this pledge, notice of extensions of credit to the Borrower from time to time, notice of default, diligence, presentment, protest, demand for payment, notice of demand or protest, and any defense based upon a failure of Pledgee to comply with the notice requirements of the applicable version of Uniform Commercial Code Section 9-611 are hereby waived. Pledgee, at any time and from time to time, without the consent of either Pledgor, may change the manner, place or terms of payment of or interest rates on, or change or extend the time of payment of, or renew or alter, any of the Obligations, without impairing or releasing the liabilities of Pledgor hereunder. Pledgee in its sole discretion may determine the reasonableness of the period which may elapse prior to the making of demand for any payment upon the Borrower or any guarantor and it need not pursue any of its remedies against any other party before having recourse against Pledgor under this pledge.

9. Release and Indemnity. (a) The parties agree that Pledgee shall have no liability under this Agreement except to account for the Deposit as specified herein. Upon delivery by Pledgee of the Deposit as provided herein, the endorsement, acceptance, or negotiation of such funds shall constitute a full and complete release by such party of the Pledgee from any and all liability of any kind or nature whatsoever in connection with this Agreement.

(b) Borrower and Pledgor ("Indemnitors") jointly and severally hereby agree to release, hold harmless and indemnify Pledgee from and against any liability, cost or expense, including attorney fees and court costs, incurred by it in connection with any arbitration or court action, or any act taken within the scope of this Agreement or any failure to act, unless due to the negligence or misconduct of the Pledgee, or its failure to comply with the terms of this Agreement.

In furtherance, and not in limitation of the foregoing, Indemnitors agree as follows, which agreement shall survive the disbursement of the Deposit: - Indemnitors shall not hold Pledgee responsible in any manner for, and Indemnitors shall reimburse and indemnify the Pledgee for and hold Pledgee harmless against, any loss, liability or expense arising out of, or in connection with Pledgee's acceptance of or Pledgee's performance of its duties hereunder as well as the reasonable costs and expenses of defending against any claim or liability arising out of, or relating to, this Agreement, except to the extent that the claim on liability arises out of Pledgee's negligence and/or intentional misconduct.

(c) Termination of Liability. Upon disbursement of the Deposit the Pledgee shall be relieved of all further liability and responsibility in connection with the Deposit or this Agreement.

10. Interpleader. In the event any demand is made upon Pledgee concerning this Agreement or the Deposit, or at any time for any cause or for no cause, Pledgee, at its election and in its sole discretion, may cause the Deposit to be delivered to a court of competent jurisdiction to determine the rights of Pledgor and Borrower or to interplead Pledgor and Borrower by an action brought in any such court. Deposit by Pledgee into such court of the Deposit shall relieve Pledgee of all further liability and responsibility in connection with this Agreement and the Deposit.

11. Miscellaneous. This Agreement shall be binding upon Pledgor and Borrower and such Pledgor's and Borrower's heirs, administrators, successors and assigns, and shall inure to the benefit of, and be enforceable by, the Pledgee and its successors, transferees and assigns. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except in writing duly signed for and on behalf of the Pledgee, the Borrower, and the Pledgor. This Agreement may be executed in any number of counterparts, which counterparts shall, collectively and separately, constitute one agreement. If any term or provision set forth in this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement, other than such provisions held invalid or unenforceable, shall be construed in all respects as if such invalid or unenforceable term or provision were omitted.

12. Notices. Any notices under or pursuant to this Agreement shall be deemed duly sent when delivered by facsimile transmission, with electronic confirmation of delivery, or when mailed by overnight courier service, with the signature of the recipient upon delivery, addressed as follows:

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To Pledgee: Fifth Third Bank
Attn: Bridget Ziegler, Relationship Manager
MD 109051
38 Fountain Square Plaza
Cincinnati, Ohio 45263

To Pledgor: Little Miami School District Board of Education
Attn: Dan Bennett, Superintendent
5819 Morrow-Rossburg Road
Morrow, Ohio 45152

To Borrower: Providence 1, LLC
Attn: Steve Wallace, Manager
P.O. Box 1017
Mason, Ohio 45040

13. Governing Law. All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the domestic laws of the Ohio. **PLEDGEE AND PLEDGOR AND BORROWER HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

ROLL CALL VOTE:

Ms. Grice	Yes
Mr. Stern	No
Mrs. Hamburg	Yes
Mrs. Cress	Yes
Mr. Cremeans	Yes

MOTION CARRIED.

Resolution 07-012 Personnel

Mr. Cremeans moved and Ms. Grice seconded a motion to approve the following personnel issues as submitted for the 2006-2007 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:

Administrative Employment

Laura Collier—employed on a two-year contract as the Director of Special Education effective August 1, 2007 Step: 4
225 days/year

Certified Personnel –Leave of Absence

Amy Aspenwall—High School Science Teacher—maternity leave of absence effective March 13, 2007 and continue for six weeks. She then requests an unpaid leave of absence until January 2, 2008.

Certified Personnel – Substitute Teacher Employment

Kathleen Omara	David Bradford	Donna Arnold	
David Sykes	Katharine Abdallah	William Frye	
Mary Burlson	Naheed Chaudry	John Moss	Gena Morrell

Certified Personnel – Resignations/Retirements

Cecilia Weissmann—1st grade teacher at Maineville Elementary for the purpose of retirement effective August 1, 2007
Gail Jones—6th grade teacher at Little Miami Intermediate School for the purpose of retirement effective May 31, 2007
Kathy Wilder—4th grade teacher at Maineville Elementary for the purpose of retirement effective May 31, 2007
Lindsey Johnson—3rd grade teacher at Morrow Elementary resignation effective the end of the 2006-2007 school year

Classified Personnel – Resignations/Retirements

Theresa Martin—aide at Little Miami Junior High resignation effective January 5, 2007

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Amy Reliford—aide at Kindergarten Annex resignation effective January 12, 2007
Marilyn Lorenzoni—bus driver resignation effective January 16, 2007
Christina Frith—bus driver resignation effective January 23, 2007

Classified Personnel – Employment

Melody Hidlebrand—bus aide effective January 29, 2007 for preschool route paying 4.3 hours per day Monday through Thursday
step: 0
Joanne Morgan—Transportation standby position paying 4.8 hours per day effective January 2, 2007 step: 0
Cara Hageman—Teacher’s aide at Maineville Elementary effective January 16, 2007 for 3 hours per day step: 0
Kelley Oeder—3 hour cook position at Butlerville Elementary effective January 2, 2007 step: 0
Donna McConnell—3.5 hour cook position at Morrow Elementary effective January 2, 2007 step: 0
Terry Christophel—3.5 hour cook position at Little Miami Junior High School effective January 16, 2007 step: 0
Sandra Allen---3.5 hour cook position at Little Miami Junior High School effective January 16, 2007 step: 0

Classified Personnel – Change in Assignment

Christy Stephens—Little Miami Junior High School cook—increase from 3 hours per day to 3.5 hours per day effective January 2, 2007
Linda Norton—Little Miami Junior High School cook—increase from 3 hours per day to 3.5 hours per day effective January 2, 2007

Classified Personnel – Substitute Employment

James Young—substitute bus driver
Dawn McGeorge—substitute bus driver
Denise Mann—substitute bus driver
Terry Hutchens—substitute custodian
Mary Burleson—substitute secretary, teacher’s aide
Julie Kemp—substitute teacher’s aide, secretary
Phyllis Fannin—substitute teacher’s aide, custodian, secretary, cook
Lisa Landis—substitute cook, secretary, teacher’s aide, custodian
Pam Meyer—substitute cook

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.

Peggy Mirlisena—Morrow Elementary Yearbook (step: 5)
Stacey Allen—Morrow Elementary Career Education Representative (step: 0)
Richard Lake—Junior Varsity Girls Softball Coach (step: 3)
Jayne Payne—10 days extended service for Gifted Program
Sam Ricketts—Boys Junior Varsity Baseball Coach (step: 0)
Ted Creamer—Boys Freshman Baseball Coach (step: 0)
Randy Callahan—Girls Varsity Softball Coach (step: 1)
Susan Dayton—Girls Assistant Varsity Softball Coach (step: 1)
Phil Baird—Boys Assistant Varsity Track Coach (step: 5)
Sean Derrig—Girls Assistant Varsity Track Coach (step: 1)
Rod Dillon—Boys Varsity Tennis Coach (step: 2)

Supplemental Contracts – Resignations

Tonya Back—resigns as Girls Junior High School Assistant Track Coach
Molly Hiegl—resigns as Girls Varsity Soccer Coach
Erin Dipzinski—resigns as 7th grade Volleyball Coach

District Volunteers

Carole Gregory Steve Gay April Baker

ROLL CALL VOTE:

Mr. Stern	Yes
Mrs. Hamburg	Yes
Mrs. Cress	Yes
Mr. Cremeans	Yes
Ms. Grice	Yes

MOTION CARRIED.

Resolution 07-013 Pediculosis Policy

Mr. Cremeans moved and Mr. Stern seconded a motion to adopt the following policy:

File: JHCCA

POLICY FOR PEDICULOSIS

The following procedure will be used in the Little Miami Local School District for head lice:

1. If a child is found to have live head lice they will be sent home with a parent/guardian for appropriate treatment. Per the Warren County Attendance Policy, students will be allowed two (2) days of excused absence per occurrence of head lice. A maximum of two (2) occurrences will be allowed. After two (2) occurrences, absences will be unexcused and students/parents will be subjected to the Warren County absenteeism policy. (See attendance policy)
2. Siblings of cases and classroom contacts will be screened to detect the presence of live lice and/or nits. Any student found with live lice will be excluded from school for treatment. Students with nits, who have had appropriate treatment, will be allowed to remain at school and a parent will be notified of the need for further inspection/treatment at home.
3. After a new case is identified, a letter of notification will be sent to all classrooms contacts to allow for further screening and early detection at home.
4. The school nurse will recheck all students with live lice upon return to school. Any sign of live lice will result in exclusion. If the presence of nits exists after treatment, the school nurse will work with the parents to continue to monitor and screen the child.
5. All children with live lice or nits will be re-screened in 7-10 days to monitor for active infestation.
6. After a child has had two occurrences of head lice in a calendar year, the family will be referred to the school resource coordinator and/or principal for follow-up.

ROLL CALL VOTE:

Mrs. Hamburg	Yes
Mrs. Cress	Yes
Mr. Cremeans	Yes
Ms. Grice	Yes
Mr. Stern	Yes

MOTION CARRIED.

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Resolution 07-014 Job Descriptions

Mrs. Hamburg moved and Ms. Grice seconded a motion to adopt the following job descriptions:

Title: **Secretary to Athletic Director**

Reports To: Athletic Director, Principal, Assistant Principal

Employment Status: 12 month

FLSA Status: Non-exempt, classified employee, class 1

Summary: To manage the flow of office tasks to ensure their timely completion and to assist the administrative, teaching staff and coaching staff in the operation of an efficient and professional office and school district.

Qualifications: High School Diploma or general education degree (GED); in addition must meet a rigorous standard of quality and demonstrate, through a formal State or local academic assessment. This testing can be waived with established standard higher education hours. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The responsibilities listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

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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 and occasionally at athletic event sites. 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).

Essential Duties and Responsibilities:

1. Receives phone calls, makes proper disposition of calls, and takes messages for the athletic director and coaches.
2. Types documents and letters as required by the athletic director.
3. Makes copies of rosters and sends them to opponents.
4. Types state eligibility forms for each sport.
5. Types athletic schedules and sends to athletic directors of participating schools.
6. Documents coaches' CPR and Pupil Activity Validation.
7. Processes and maintains all athletic department forms.
8. Works with league assignor to confirm officials.
9. Confirms sporting events with opposing schools and types and sends contracts for each contest and invitational.
10. Maintains all athletic department requisitions and purchase orders.
11. Maintains all files pertinent to athletic department.
12. Schedules and coordinates team pictures with coaches.

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13. Maintains current list of all Little Miami Local School District coaches including name, address, spouse's name and all phone numbers.
14. Prepares awards and certificates for the end of season awards night.
15. Distribute coaches' mail.
16. Secures ticket workers for home athletic events.
17. Sells student athletic passes and family passes.
18. Works with athletic director on creating and updating athletic handbook.
19. Compiles athletic packets for all athletes.
20. Compiles student-athlete database for fall, winter, and spring athletes.
21. Coordinates with transportation department, bus departure times, changes and cancellations.
22. Determine meeting rooms for awards programs.
23. Prepares vouchers for officials, press packets, folders for ticket sellers and announcer. Confirms officials and opponents.
24. Works with outside groups including boosters and PTO's.
25. Assists the Athletic Director with contest cancellations, calling officials, parents, game workers, etc.
26. Provides assistance in building as needed, i.e. mail distribution , assisting with report cards, etc.
27. Acts as liaison with local police in securing supervision at athletic events.
28. Maintains directory of all athletic directors in the area.
29. Prepares tournament "draw" information for coaches.
30. Advertises coaching vacancies in the proper media sources.
31. Writes press releases jointly with the district's Community Relations Director for students signing Letters of Intent to colleges.
32. Greets students, staff and parent visitors courteously and professionally.

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33. Updates mailing list on a regular basis.
34. Reviews the opposing schools schedules for accuracy.
35. Inventories uniforms assigned to students.
36. Prepares for meetings and records minutes.
37. Prepares voice mail for events and provides directions.
38. Processes summer camp registrations.
39. Maintains confidentiality in sensitive matters.
40. Maintains regular working hours and is punctual.
41. Develops good public relations through use of the telephone and personal contact and helps assure a business-like atmosphere in the department.
42. Assists the athletic director in determining eligibility of athletes.
43. Assists in creating annual sports schedules.
44. Assists in coordinating the summer sports programs.
45. Assists in coordinating homecoming, band nights and senior nights.
46. Works closely with district scheduler and software to schedule facilities for teams participating in grades 7-12.
47. Maintains office equipment such as copy machines, fax machines and printers.
48. Assumes responsibility of maintaining up-to-date knowledge of technology utilized by the district.

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.

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- Occasional interruption of duties by staff, students, parents, and visitors to the school district.

- Occasional requirement to work beyond the normal workday

Position: Central Registrar

Reports to: EMIS Data Manager

Salary: As set by the Board of Education

Position Status: Exempt - 260 days per year

Evaluation: Performance of this job assignment will be evaluated annually in accordance with provisions of the Board's policy.

Qualifications: Associates Degree; OR completion of 48 semester or 72 quarter hours verified by College transcript; OR meet a rigorous standard of quality assessment through the Warren County Career Center.
Extensive experience working with computers.
Ability to generate correspondence independently.
Effective active listening skills.
Excellent public relations skills.
Ability to communicate ideas and directives clearly and effectively both orally and in writing.
Ability to handle confidential matters, set priorities, and work well under pressure with attention to detail.

Description: Coordinate registration of all new students to the District; prepare and distribute all registration material; provide friendly, but firm, customer service environment; schedule all registration conferences to collect all necessary registration information; coordinate initial visits to the building for all new incoming students; oversee day-to-day operation of the registrar's office with ability to meet deadlines; input all new student data into the District student information system database; notarize legal documents; work cross-departmentally to improve and maintain accurate district wide data; assist EMIS Data Manager in defined EMIS functions, as needed, and perform other duties as assigned.

Essential Functions:

- Responsible for registering new students entering the district.
- Work with building and office staff to review and correct collected data.

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- Collaborate with district departments to develop data collection methods as necessitated by changes in the ODE.
- Maintain respect at all times for confidential information, e.g., reporting in special education programs, financial information, student grades, payroll information, and personnel files.
- Work with Transportation Department to implement methods for keeping an updated database, tracking student movement into or out of the district.
- Handle routine correspondence independently.
- Enter and maintain student records and other required information in the Student Information System (SIS).
- Attend training sessions and seminars to learn all aspects of the job as required.
- Interact in a positive manner with staff, students and parents.
- Promote good public relations by personal appearance, attitude and conversation.
- Assist in record keeping and processing of the district's EMIS information via the state computer system.
- Safeguard student files to see that they are not lost, misfiled, or open to unauthorized personnel.
- Produce accurate and quality work with little supervision and high motivation.
- Ensure student safety.
- Perform other such duties as assigned by the EMIS Data Manager.
- 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.
- 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.
- Reasoning Ability—ability to carry out instructions furnished in written, oral or diagram form. Ability to be a problem solver.
- 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.
- 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.

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- Work Environment—the employee will be performing this position in an administrative office. The noise level is usually moderate.
- 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.
- Repetitive hand motion, e.g., typing, calculating, collating, folding and stapling.
- Occasional interruption of duties by staff, students, parents, and visitors to the school district.
- Occasional requirement to work beyond the normal workday.

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the incumbent. The incumbent will be required to follow the instructions and perform the duties required by the incumbent's supervisor, appointing authority.

ROLL CALL VOTE:

Mrs. Cress	Yes
Mr. Cremeans	Yes
Ms. Grice	Yes
Mr. Stern	Yes
Mrs. Hamburg	Yes

MOTION CARRIED.

Resolution 07-015 Approval of Documents Related to the Construction of the High School Addition/Renovation

Ms. Grice moved and Mr. Cremeans seconded a motion to approve the following resolution:

WHEREAS, the Little Miami Local School District Board of Education (hereinafter called the "Board of Education"), County of Warren, State of Ohio, is bidding and awarding construction contracts related to its construction of a new junior high school, new elementary school and additions/renovations to its high school (hereinafter called the "Project"); and

WHEREAS, the Board of Education has issued its bond or notes for the payment for the completion of the Project and deposited the proceeds thereof; and

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WHEREAS, the Board of Education has contracted with a qualified professional design firm, Steed Hammond Paul Architects (hereinafter called the “Architect”), under Ohio Revised Code sections 153.65 to 153.71, to prepare plans, specifications, estimates of cost, and such data as the Board of Education deems necessary for the completion of a new High School Addition/ Renovation (hereafter the “Portion of the Project”); and

WHEREAS, the Board of Education has retained a qualified construction management firm, Quandel/Dugan & Meyers, LLC. (hereinafter called the “Construction Manager”), under Ohio Revised Code sections 9.33, 9.331 and 9.332, related to constructability, logistics, availability of materials and labor, and time requirements for construction, preliminary budgets and possible economies;

WHEREAS, the Architect has visited the Project sites and provided the Board of Education with an evaluation of the Program of Requirements, schedule and budget requirements, including the Construction Budgets; and

WHEREAS, the Board has adopted a resolution approving a Statement of Probable Construction Cost, Preliminary Project Schedule, and Schematic Design Documents for the Portion of the Project, as prepared by the Architect and the Construction Manager; and

WHEREAS, the Board of Education has obtained, or is in the process of obtaining, any necessary land surveys, tests of surface and subsoil conditions at the site, soil borings and any other test as deemed necessary for said Portion of the Project; and

WHEREAS, the Architect, with the input of the Board of Education and Construction Manager as to constructability, logistics, availability of materials and labor, time requirements for construction, preliminary budgets and possible economies, has prepared Design Development Documents for the Portion of the Project based on the Schematic Design Documents, the Statement of Probable Construction Cost, the Preliminary Project, which consist of architectural drawings and other documents describe the size and character of the Portion of the Project as to architectural, structural, mechanical and electrical systems, materials and other appropriate elements; and

WHEREAS, the Board of Education and Construction Manager have reviewed the Design Development Documents for the Portion of the Project, and met to make, or otherwise communicated, comments or suggestions concerning the Design Development Documents to the Architect and the Architect has, as necessary, submitted an amended set of Design Development Documents for the Portion of the Project to the Board of Education for its approval; and

WHEREAS, the Construction Manager, with the assistance of the Architect and Board of Education, has prepared a Detailed Estimate of Construction Cost for the Portion of the Project, including reasonable contingencies for design, bidding, and price escalation and the materials, equipments component systems, and types of construction to be included in the Contract Documents, reviewed any differences between the Statement of Probable Construction Cost and the Detailed Estimate, identified reasons for any

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difference, recommended means to eliminate the difference and prepared a report describing the agreed upon means and submitted said report to the Board; and

WHEREAS, the Construction Manager, with the assistance of the Architect and the Board of Education, has prepared a Project Schudle for said portion of the Project indicating milestone completion dates, reviewed any differences between the Preliminary Project Schudle and the Project Schedule, identified reasons for any difference, and recommended means to eliminate the difference; and

WHEREAS, the Board of Education now desires to approve the Detailed Estimate of the Construction Cost, Project Schedule and Design Development Documents pertaining to the Portion of the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education, that after careful consideration and evaluation of the information before it:

- Section 1. The Board of Education approves the Detailed Estimate of Cost of the Portion of the Project of \$10,280,293 for hard costs plus \$1,765,208 soft costs for a total of \$12,045,501 and in substantially the form presently on file with this Board of Education.
- Section 2. The Board of Education approves the Project Schedule for the Potion of the Project in substantially the form presently on file with this Board of Education.
- Section 3. In conjunction with approval of the Project Schedule and Statement of Probable Construction Cost, the Board of Education approves the Design Development Documents dated December 15, 2006 for the Portion of the Project, in substantially the form presently on file with the Board of Education
- Section 4. The Board of Education authorizes the Architect, with the assistance of the Construction Manager, to complete Construction Documents for the Portion of the Project setting forth in detail the requirements for the Portion of the Project. The Construction Documents shall be based on Scope of Work, Value Engineering, Constructability Reviews, the approved Project Schedule, Statement of Probable Construction Cost, Schematic Design Documents, and Design Development Documents.
- Section 5. The Board of Education also authorizes the Architect and Construction Manager to complete all necessary bid documents, subject to the review of the Board of Education's legal counsel. The Architect, with the cooperation of the Construction Manager, shall obtain all necessary governmental approvals.
- Section 6. The Board of Education hereby finds and determines that all formal

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actions relative to the adoption of this resolution were taken in an open meeting of this Board of Education, and that all deliberation of this Board of Education and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22, ORC.

Section 7. This resolution shall be in full force and effect from and immediately after its adoption and shall supersede any prior resolution or act of this Board of Education, which may be inconsistent or duplicative with the provisions of this resolution.

ROLL CALL VOTE:

Mr. Cremeans	Yes
Ms. Grice	Yes
Mr. Stern	Yes
Mrs. Hamburg	Yes
Mrs. Cress	Yes

MOTION CARRIED.

Ms. Bobbie Grice gave the Warren County Career Center Report.

Executive Session

Mr. Cremeans moved and Ms. Grice seconded a motion to enter executive session for the purpose of discussing personnel, negotiations and litigation issues.

ROLL CALL VOTE:

Ms. Grice	Yes
Mr. Stern	Yes
Mrs. Hamburg	Yes
Mrs. Cress	Yes
Mr. Cremeans	Yes

MOTION CARRIED.

The Board entered executive session at 8:45 p.m.

The Board came out of executive session at 9:05 p.m.

Adjournment

Mrs. Hamburg moved and Ms. Grice seconded a motion to adjourn the meeting.

ROLL CALL VOTE:

Mr. Stern	Yes
Mrs. Hamburg	Yes
Mrs. Cress	Yes
Mr. Cremeans	Yes

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Ms. Grice

Yes

MOTION CARRIED.

The meeting adjourned at 9:06 p.m.

Nona Cress, President

Robert Giuffré, Treasurer