

LITTLE MIAMI LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING
MARCH 26, 2007
6:15 P.M.

The Little Miami Board of Education of the Little Miami Local School District, Warren County, Ohio met in special session on March 26, 2007 at 6:15 p.m. at the Little Miami High School Media Center, 3001 U.S. 22 & 3, Morrow, Ohio.

Call to Order and Roll Call

Mrs. Nona Cress called the meeting to order at 6:15 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.

Resolution 07-035 Contracts

Mrs. Hamburg moved and Mr. Stern seconded a motion to separate the contracts into individual agenda items.

ROLL CALL VOTE:

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

MOTION CARRIED.

Resolution 07-036 Paul Brown Stadium Contract

SPECIAL SESSION
MARCH 26, 2007

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

	<u>Company</u>	<u>Amount</u>	<u>Period</u>	<u>Type</u>	<u>Purpose</u>
07-06-03	Paul Brown Stadium		May 2008	Service	From 2008

ROLL CALL VOTE:

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

MOTION CARRIED.

Resolution 07-037 Mays Consulting Contract

Ms. Grice moved and Mrs. Cress seconded a motion to approve the following contract:

	<u>Contract</u>	<u>Amount</u>	<u>Period</u>	<u>Type</u>	<u>Purpose</u>
07-07-03	Mays Consulting & Evaluation Services	\$31,762	Construction	Service	Consulting/Evaluation

ROLL CALL VOTE:

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

MOTION CARRIED.

Resolution 07-038 Approving Amounts and Rates as Approved by the Budget Commission

Mrs. Cress moved and Mr. Cremeans seconded a motion to approve the amounts and rates as approved by the Budget Commission and County Auditor's estimated rates for Fiscal Year 2008:

FUND	Fiscal Year Amount Requested Of Budget Commission Inside/Outside	Fiscal Year Amount Approved By Budget Commission Inside 10 Mill Limitation	Fiscal Year Amount to be Derived From Levies Outside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied			
				Inside 10 Mill Limit FY	Inside 10 Mill Limit TY	Outside 10 Mill Limit FY	Outside 10 Mill Limit TY
General Fund	17,667,184	1,200,000	14,600,000	1.60	1.60	31.74	31.74

SPECIAL SESSION
MARCH 26, 2007

Bond Retirement	2,580,000		4,800,000	0.00	0.00	6.25	6.25
Permanent Improvement	2,084,674	2,200,000		3.00	3.00	0.00	0.00

ROLL CALL VOTE:

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

MOTION CARRIED.

Resolution 07-039 Personnel

Mr. Cremeans moved and Mrs. Hamburg 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:

Administrator Contracts

Employ the following administrators on a two-year contract, August 1, 2007 through July 31, 2009, under O.R.C. Section 3319.02.

Kathy Bullock	Robert Reagan	Melody Goodwin
Regina Morgan	Tom Turner	Lisa Knodel

Continuing Contracts

Christopher Lynch—continuing contract effective for the 2007-2008 school year.

Classified Staff – Employment

Mary Burleson—teachers' aide at Butlerville Elementary School until the end of the current school year. Effective March 21, 2007
Step: 0

Mr. Stern moved and Ms. Grice seconded a motion to table the above personnel issues.

ROLL CALL VOTE:

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

MOTION TABLED.

Resolution 07-040 Job Description

Ms. Grice moved and Mrs. Hamburg seconded a motion to approve the job description for Intervention Specialist:

Title: Intervention Specialist
Reports to: Local Superintendent and/or designee
Employment Status: Certified Staff Yearly Calendar
Qualifications: Prefer 3 years of teaching experience in areas of Math & Reading

Qualifications:

1. Degree B.S./BA
2. Appropriate licensure with reading endorsement
3. Good health, high moral character and good attendance record
4. Professional tact, diplomacy and the ability to work compatibly with administrators, staff, teachers, students, parents and the community.
5. Organization and planning skills required.

Essential Functions:

1. Utilize district adopted curriculum to provide direct instruction.
2. Use district adopted assessments to identify, monitor and evaluate student achievements.
3. Serve as a co-teacher in the classroom to intervene with identified students.
4. Regularly document progress of each student, at least once a month, communicating results to the classroom teacher.
5. Communicate on a regular basis, at least once a month, to parents offering suggestions to support interventions at home.
6. Create parent friendly documents defining numeracy and literacy and expectations based on developmentally appropriate milestones.
7. Adhere to rules and regulations as established by principal, administration and the Board of Education.
8. Attend all teachers meetings on district level for which the Board has provided released time.
9. Be in regular attendance in the classroom in the interest of consistent instruction. When absence becomes necessary, a statement may be required by the school authorities, (refer to sick leave regulations).
10. Participate in parent-teacher conferences, at school by appointment, in order to promote better community and pupil understanding.
11. Encourage good manners and morals of the pupils, set a proper example and supervise closely pupil activities.
12. Pursue professional growth through reading, additional coursework, seminars and workshops.

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

ROLL CALL VOTE:
Mr. Cremeans

Yes

SPECIAL SESSION
MARCH 26, 2007

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

MOTION CARRIED.

Resolution 07-041 Amendment and Ratification Agreement Resolution

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

WHEREAS, Providence 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;

WHEREAS, Providence intends (but is not obligated) to develop such 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");

WHEREAS, in an effort to facilitate the completion of the Development inclusive of an a new school site for Little Miami, Providence and Little Miami have entered into a certain **CONDITIONAL ASSIGNMENT OF REAL ESTATE PURCHASE AND SALE AGREEMENT**, a certain **REAL ESTATE DONATION AGREEMENT** and a certain **DONATION COMMITMENT** (collectively the "Development Agreements"); and

WHEREAS, Providence and Little Miami desire to alter, amend and terminate certain rights and obligations under the Development Agreements as well as reaffirm and ratify other respective rights and obligations under the Development Agreements in order to complete the Development.

AGREEMENT

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

1. Real Estate Donation Agreement.

The Parties entered into that certain Real Estate Donation Agreement ("Donation Agreement") whereby subject to the terms and conditions contained therein, Providence will donate approximately a 35-acre portion of the real estate located in the proposed Development (the "35-Acre Tract") to Little Miami, a copy of such Donation Agreement is attached hereto as **EXHIBIT 1**. As the Parties deem it to be in their mutual best interests to continue performance of their respective duties and obligations under the Donation Agreement, effective upon the execution of this Agreement, the Parties hereby ratify, reaffirm and otherwise reinstate the terms and conditions of the Donation Agreement in its entirety and each shall be bound by same except that the deadlines set forth in Section 2 of the Donation Agreement shall be amended and changed to March 29, 2007. The Parties further acknowledge that neither Providence nor Little Miami has

committed any breach of said Donation Agreement or is otherwise in default of any provision therein.

In addition to the aforementioned ratification and reaffirmation of the Donation Agreement by the Parties, Little Miami hereby represents and warrants that following the transfer and conveyance of that portion of the 35-Acre Tract from Providence to Little Miami, that (a) Little Miami will commence design and planning for the construction of a new school facility and related improvements on the 35-Acre Tract with the proposed opening date for the 2010-11 school year or earlier, (b) such 35-Acre Tract shall not be sold or otherwise transferred by Little Miami and (c) shall be used for school, recreational and related purposes. Such representations and warranties shall survive any closing and transfer of the 35-Acre Tract from Providence to Little Miami for a period of ten (10) years and shall not in any manner be merged into the deed at such closing.

2. Conditional Assignment of Real Estate Purchase and Sale Agreement.

Subject to the conditions contained herein, as the Parties are no longer desirous of performing their respective duties and obligations contained in that certain Conditional Assignment of Real Estate Purchase and Sale Agreement previously entered into by the Parties, a copy of which is attached hereto as **EXHIBIT 2** ("Conditional Assignment") and deem it to be in their mutual best interests to terminate the Conditional Assignment, accordingly, the Parties hereby terminate the Conditional Assignment effective upon execution of this Agreement and thereby extinguish all rights, duties and obligations owed by each under such Conditional Assignment. The aforementioned agreement to terminate the Conditional Assignment shall nevertheless be conditioned upon the Parties' reaffirmation, ratification and amendment where applicable, and as set forth in **Section 1** and **Section 3** of this Agreement and by the Parties' entering into a Limited Pledge Agreement with the Fifth Third Bank.

3. Donation Commitment.

Concurrent herewith, the Parties entered into that certain Donation Commitment ("Commitment") whereby Providence may donate up to a maximum amount of \$300,000.00 to Little Miami subject to all terms and conditions of the Commitment, a copy of which attached hereto as **EXHIBIT 3**. As the Parties deem it to be in their mutual best interests to continue their performance under the Commitment, effective upon the execution of this Agreement, the Parties hereby ratify, reaffirm and otherwise reinstate the terms and conditions of the Commitment in its entirety and each shall be bound by same. The Parties further acknowledge that neither Providence nor Little Miami has committed any breach of the Commitment or is otherwise in default of any provision therein.

4. Entirety of the Agreement.

This Agreement 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 Agreement, which fully and completely expresses the Agreement of the parties. This Agreement shall not be recorded in the applicable real estate records.

5. Governing Law.

SPECIAL SESSION
MARCH 26, 2007

This Agreement shall be construed and the rights and obligations of Providence and Little Miami hereunder shall be determined, in accordance with the laws of the State of Ohio.

6. Incorporation of Recitals.

The introductory preambles, recitations, and definitions set forth at the beginning of this Agreement are made a part hereof as though fully re-written herein.

7. Original Document.

This Agreement 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 Agreement.

ROLL CALL VOTE:

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

MOTION CARRIED.

The Board of Education scheduled a special session on Tuesday, April 11, 2007 at 6:00 p.m. at the Little Miami High School Media Center. The Board of Education rescheduled their regular session to Wednesday, April 25, 2007 at 7:00 p.m.

Executive Session

Ms. Grice moved and Mr. Stern seconded a motion to enter executive session for the purpose of discussing legal and personnel issues.

ROLL CALL VOTE:

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

MOTION CARRIED.

The Board entered executive session at 6:37 p.m.
The Board came out of executive session at 7:18 p.m.

Resolution 07-039 Personnel-Bring Back to the Table

Ms. Grice moved and Mrs. Cress seconded a motion to bring the resolution back to the table for action.

ROLL CALL VOTE:

SPECIAL SESSION
MARCH 26, 2007

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

MOTION CARRIED.

Mr. Cremeans moved and Mrs. Hamburg 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:

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Step: 0

ROLL CALL VOTE:

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

MOTION CARRIED.

Adjournment

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

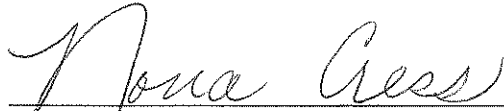
ROLL CALL VOTE:

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

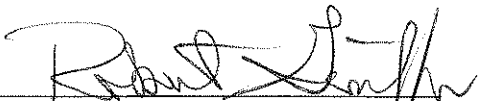
MOTION CARRIED.

The meeting adjourned at 7:19 p.m.

SPECIAL SESSION
MARCH 26, 2007



Nona Cress, President



Robert Giuffré, Treasurer