

**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT**  
**MINUTES**  
**Regular Meeting of March 11, 2008**

A regular meeting of the Indian Hill Exempted Village School District was held on Tuesday, March 11, 2008, at 6:00 p.m., in the Indian Hill High School Multipurpose Room, 6865 Drake Road, Cincinnati, Ohio 45243 in accordance with notices sent to each member. Roll call showed the following members as present:

Mrs. Barber  
Mrs. Johnston

Mrs. Hopewell  
Mr. Sharp

Mr. Jaroszewicz

Also present were Dr. Knudson, Mrs. Toth, Mark Ault, Lisa Huey, Sandy Harte, Melissa Stewart, Brian Frank, Nancy Striebich, Arline Pique, Katy Ping, Carolyn Andrade, Susan Eberle, Mark Smiley, Kris Groth, Kerry Daus, Dorelle Bolan, Martha Stephen, and others.

**EXECUTIVE SESSION (030801)** Mrs. Barber moved, seconded by Mrs. Johnston, to move into Executive Session at 6:30 p.m. to discuss personnel matters. Roll call vote was as follows:

Mrs. Barber, aye  
Mrs. Johnston, aye

Mrs. Hopewell, aye  
Mr. Sharp, aye

Mr. Jaroszewicz, aye

The Board reconvened its regular meeting at 7:30 p.m. in the Indian Hill High School Multipurpose Room.

**PLEDGE OF ALLEGIANCE** – Dr. Knudson led the recitation of the Pledge of Allegiance with those in attendance.

**ADOPTION OF REGULAR MEETING AGENDA (030802)** Mr. Jaroszewicz moved, seconded by Mrs. Hopewell, to adopt the agenda of the regular business meeting of the Indian Hill Board of Education, as amended, to include supplemental contract recommendations for Sarah Ambrose, Carrie Rusche, Michael Pritz, Chandler Dektas, and Maggie Schreiner; resignation for Barbara Boettcher, retirement for Patricia Waldemayer; leave of absence for Erica Steele; and tuition reimbursement for Beverly Shimp. All members present voted aye. Motion carried.

**SUPERINTENDENT'S REPORTS** – Dr. Knudson reported on the recent successes of our students: PowWow was terrific and well-attended; and (2) Mock Trial teams participated in the State Competition and represented Indian Hill with grace and distinction as they competed against each other in the semi-finals placing 3<sup>rd</sup> in the State.

**TECHNOLOGY PLAN UPDATE** - Dr. Knudson invited Dr. Ault and Arline Pique to provide an update on the District's Technology Plan. The current inventory of technology deploys 657 desktops and 505 laptops/tablets districtwide. Since moving to a three-year replacement cycle for laptops and tablets and a four-year cycle for desktops, the technology department reports a 35% decrease in problems and a 98.6% satisfaction rate. The technology plan focuses on five important areas: Parent/Community, Leadership, Curriculum, Professional Development, and Access. The ongoing investment in technology in the District has allowed parents and community to become engaged and a valued partner in our work. Technology is used to gather and report achievement data, increase productivity, and provide professional development opportunities. Our technology curriculum is evaluated regularly using state standards and identifying and implementing best practices and will include an exit skills assessment. Professional development remains an ongoing need as the District has established technology expectations and goals for teachers and staff. A regular replacement cycle will allow for classroom reliability and consistency across the District for optimal access. Teachers Susan Eberle, Kerry Daus, and Dorelle Bolan affirmed the difference technology has made in their teaching.

At every school, the use of technology, from smartboards and projectors at the Primary, to tablets and laptops at the Elementary, Middle and High schools, has revolutionized the manner in which our curriculum is delivered and our students learn. Teachers reported great confidence for students approaching the technology offered as tools for instruction and a zeal for learning. Students are engaged and focused on learning with multiple technologies available to them. Next steps in the current plan include completion of the smartboard project at the Primary School (with the help of the PTO), Elementary School Projector Mounting, and professional development. Next school year, the Planning Phase for a new Three-Year Technology Plan will begin.

**MIDDLE SCHOOL REPORT** – Mr. Brian Frank, Principal, presented an overview of his building's program. Devoted to the emerging adolescent, the Middle School helps students continue their instruction in basic skills while developing students' other interests and talents. In addition to core curriculum, students are offered foreign language (French, Latin, Spanish), art, music, technology, physical education, and health. A team approach to grouping students provides opportunity for students' growth through exploration and adventure. Newly-renovated facilities provide the needed "elbow" room for our students and promote

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collaborative experiences for both students and staff. Transitioning students from elementary school to the high school experience requires consistent and regular communication with parents as students are provided opportunities for increased independence and responsibility. Differentiation is an important component in the work of the Middle School to meet students' individual and changing needs. To meet the needs of the whole student in recognizing their dignity as well as respect for others, support programs for academic and character development are abundant and include, AHA, Play Fair-Be Nice, Recipe for Success, TLC, No Bullying Policies, and Team Time. In support of parents as a child's first and primary teacher, the Middle School faculty and staff serve as outstanding role models for our students, demonstrating their interest in and concern for their students, regularly participating in professional development opportunities, collaborating with other faculty, and fostering healthy, caring relationships.

**SECOND READING: POLICY REGULATION REVISION (030803)** Mr. Sharp moved, seconded by Mrs. Barber, to adopt the revisions to the Regulations for Overnight Field Trips (File IICA-R), as presented. Roll call vote was as follows:

Mrs. Barber, aye  
Mrs. Johnston, aye

Mrs. Hopewell, aye  
Mr. Sharp, aye

Mr. Jaroszewicz, aye

**ACCEPTANCE OF DONATIONS (030804)** Mr. Sharp moved, seconded by Mrs. Barber, to accept the following donations, as presented:

**High School PTO:**

Requested by	Dept/Grade	Item or request	\$ Requested	\$ Funded	Benefits/Comments
M Brownstein	For Lang.	3 French DVD	\$ 72.47	\$ 72.47	AP Lit. Students and French Students
Deb Centers	Vocal Music	2 File Cabinets	\$ 205.32	\$ 205.32	To organize the Vocal Department
Dr. Golubieski	Visual Art	10 Adobe PhotoShop CS3 for Windows Upgrade	\$ 1,815.00	\$ 907.50	Art and Photo Students
Candace Putz	Orchestra	String Bass, Bow/Case	\$ 1,800.00	\$ 900.00	Whole Orchestra
Wendy Silvius	Social St	3 Geopuzzles	\$ 45.00	\$ 45.00	115 Freshman every year
Dr. Watson	English	Political Relief USA Map	\$ 194.25	\$ 194.25	English, Amer. Lit. and AP Lit. Students
			<b>\$ 7,792.76</b>	<b>\$2,324.54</b>	

**INDIAN HILL BOOSTERS:**

1. \$985, Latin Convention
2. \$451, Winter Homecoming DJ

**CINCINNATI BAR ASSOCIATION: \$800 Mock Trial State Competition**

Roll call vote was as follows:

Mrs. Barber, aye  
Mrs. Johnston, aye

Mrs. Hopewell, aye  
Mr. Sharp, aye

Mr. Jaroszewicz, aye

**APPROVAL OF OVERNIGHT FIELD TRIP (030805)** Mr. Sharp moved, seconded by Mrs. Barber, to approve the overnight field trip for Mock Trial to attend their State Competition from March 5-8, 2008, in Columbus, Ohio. Roll call vote was as follows:

Mrs. Barber, aye  
Mrs. Johnston, aye

Mrs. Hopewell, aye  
Mr. Sharp, aye

Mr. Jaroszewicz, aye

**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT  
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**APPROVAL OF TAX INCENTIVE AND SCHOOL DISTRICT REIMBURSEMENT AGREEMENT – KUGLER MILL (030806)** Mr. Sharp moved, seconded by Mrs. Barber, to adopt the following resolution:

**WHEREAS**, the Township notified the School District of its intent to grant an exemption (the “TIF Exemption”), as authorized by Section 5709.73(B), Ohio Revised Code, for improvements to certain real property located within the boundaries of the Township and the School District, which real property is more specifically described in Exhibit “A”, attached hereto and made a part hereof (the “Exempted Property”), by using the property taxes exempted to pay for or finance the construction of public improvements that are necessary for the development of the Exempted Property (the “Public Improvements”) in order to induce Developers to develop the Exempted Property; and

**WHEREAS**, the Board of Education of the School District is not opposed to the TIF Exemption, provided that the parties hereto enter into this Agreement; and

**WHEREAS**, the Township intends, by resolutions of the Board of Township Trustees of the Township (the “Township Resolutions”), to grant the TIF Exemption and authorize the execution of this Agreement; and

**WHEREAS**, Ohio Revised Code Section 5709.82 (B) and (C) permit the Board of Township Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order to compensate the School District for property taxes lost as a result of the Tax Incentives; and

**NOW, THEREFORE**, in consideration of these premises and the mutual covenants hereinafter described, the School District and the Township covenant, agree and bind themselves as follows:

**Section 1. Approval of the TIF Exemption; Compensation to School District While TIF Exemption in Effect.**

(a) The School District waives the forty-five day notice requirement under ORC 5709.73 for this development and approves the TIF Exemption for up to 100% of the further improvements to the Exempted Property, for a period of up to thirty (30) years, commencing with the tax year as established in the TIF legislation to be passed by the Township.

(b) During any year, or any portion thereof, in which the School District would have received property tax payments derived from the Exempted Property, but for the Township’s authorization of the TIF Exemption, the Township agrees to pay to the School District an amount equal to the additional amount of property tax payments derived from the Exempted Property that the School District would have received from the Exempted Property but for the TIF Exemption

**Section 2. Confirmation of TIF Compensation Amount.** During each year which the TIF Exemption will result in the School District’s receipt of less than 100% of the amount of real property taxes due with respect to the Exempted Property, the Treasurer shall confirm the amount of the TIF Compensation to the Township in the following manner: Within seven (7) days after the Township receives (or would have received, but for the TIF Exemption) a real property tax payment or TIF related payment in lieu of real property tax payment, the Township shall provide the School District’s Treasurer (and any legal counsel designated by the School District’s Treasurer) with the amount of the proposed TIF Compensation and a copy of the data used to calculate the proposed TIF Compensation. Within seven (7) days of the receipt of such information by the School District Treasurer, the School District (or its legal counsel) shall confirm, in writing, the amount of the TIF Compensation or shall provide the Township with an alternative TIF Compensation amount and the data supporting such amount. Should the School District fail to respond to the Township according to the provisions of this Section 2, the Township shall continue to make the TIF Compensation payment calculated by the Township as detailed in Section 3 of this Agreement. Nothing contained in this Section 2 shall limit either the School District’s or the Township’s ability, after payment and receipt of the TIF Compensation amount, to seek recovery of amounts later deemed to be overpaid or underpaid due to clerical or other error.

**APPROVAL OF TAX INCENTIVE AND SCHOOL DISTRICT REIMBURSEMENT AGREEMENT – KUGLER MILL (030806) - continued**

**Section 3. Payment of TIF Compensation.** Within twenty days after the Township receives (or would have received, but for the TIF Exemption) a real property tax payment or service payment with respect to the Exempted Property, the Township shall pay to the School District the amount of the TIF Compensation.

**Section 4. Resolution of Disputes.** In the event the School District disputes the amount of the TIF Compensation as calculated by the Township, the School District shall notify the Township of the basis for the dispute and the amount that the School District claims is the correct amount of TIF Compensation to be paid to the School District by the end of the School

**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT  
MINUTES - March 11, 2008**

District's seven (7) day review period outlined in Section 2. Within 10 days thereafter, the School District Treasurer and Township Fiscal Officer or any Township Trustee, or their designated representatives, shall confer regarding the amount in dispute. Even if a dispute exists, the Township shall pay, within the time period set forth in Section 3, the amount that is not in dispute. Nothing contained in this Section 4 shall limit either the School District's or the Township's ability, after payment and receipt of the undisputed TIF Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

**Section 5. Late Payments.** Any late TIF Compensation payments shall bear interest at the then current rate established under Sections 323.121(B)(1) and 5703.47 of the Ohio Revised Code (as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time), except for that portion of a TIF Compensation payment delayed pursuant to a reasonable dispute as provided in Section 4 hereof.

**Section 6. Notices.** All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed to the School District at 6855 Drake Road, Cincinnati, Ohio 45243, Attn: Treasurer, Board of Education, and to the Township at 8540 Kenwood Road, Cincinnati, Ohio 45236, Attn: Administrator. The School District or the Township, by notice given under this Agreement, designate any further or different addresses to which subsequent notices, designations, certificates, requests or other communications shall be sent.

**Section 7. Duration of Agreement, Amendment.** This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any Tax Incentives are in effect. This Agreement may be amended only by mutual agreement of the School District and the Township.

**Section 8. Binding Nature of Obligations.** The provisions of this Agreement, shall be binding and enforceable by the School District against the Township and all persons who or which shall be successors and assigns of the Township.

**Section 9. Severability.** Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not effect the entire Agreement but only that part declared to be unconstitutional, invalid or illegal.

**Section 10. Counterparts; Captions.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

**IN WITNESS WHEREOF**, the School District and the Township have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

INDIAN HILL EXEMPTED VILLAGE SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Dr. Jane Knudson, Superintendent

**APPROVAL OF TAX INCENTIVE AND SCHOOL DISTRICT REIMBURSEMENT AGREEMENT – KUGLER MILL  
(030806) – continued**

BOARD OF TOWNSHIP TRUSTEES OF  
SYCAMORE TOWNSHIP, OHIO

By: \_\_\_\_\_  
Thomas J. Weidman President

By: \_\_\_\_\_

**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT  
MINUTES - March 11, 2008**

Robert C. Porter, III, Fiscal Officer

**EXHIBIT A**

**LEGAL DESCRIPTION**

Situate in Section 8, Town 4, Entire Range 1, Sycamore Township, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a set mag nail at the centerline intersection of Montgomery Road (U.S. 22/State Route 3) and Kugler Mill Road; thence along the centerline of Kugler Mill Road, North 60°40'00" West, 215.00 feet to a set mag nail; thence leaving the centerline of Kugler Mill Road, North 31°20'00" East, 40.02 feet to a set iron pin in the Northerly right of way of Kugler Mill Road; thence along the Northerly right of way of Kugler Mill Road, North 60°40'00" West, 70.00 feet to a set iron pin in the easterly line of the property as conveyed to Wayne M. Wischerath in Official Record 7605, Page 1395 of the Hamilton County, Ohio records; thence leaving the Northerly right of way of Kugler Mill Road, along the Easterly line of said Wischerath tract, North 31°20'00" East, 129.98 feet to the Northeast corner of said Wischerath tract and being in the Southeasterly line of the property as conveyed to Sycamore Township Board of Trustees as recorded in Deed Book 4140, Page 838 of the Hamilton County, Ohio records and being witnessed by an existing ½" iron pin which is 0.24 feet North and 0.69 feet east; thence leaving the Easterly line of said Wischerath tract, along the lines of said Sycamore Township tract, the following two courses and distances, South 60°40'00" East, 70.00 feet to a set iron pin and North 37°50'00" East, 155.87 feet to the Southwest corner of the property as conveyed to J. Thomas & Joyce Devoge as recorded in Official Record 8192, Page 613 of the Hamilton County, Ohio records; thence leaving the Easterly line of said Sycamore Township tract, along the Southerly line of said Devoge tract, South 52°10'00" East, (passing a set iron pin at 196.89 feet) 231.89 feet to a set mag nail in the centerline of Montgomery Road (U.S. 22/State Route 3); thence leaving the Southerly line of said Devoge tract, along the centerline of Montgomery Road, (U.S. 22/Route 3) South 37°50'00" West, 293.00 feet to the place of beginning.

Thus containing 1.8228 acres of land and being subject to the right of way of Montgomery Road and Kugler Mill Road and all easements and restrictions of record.

Bearing used in this legal description are based on random bearing system relative to an existing Deed of record as recorded in Deed Book 4335, Page 1321 of the Hamilton County, Ohio records.

The above described real estate is part of the same premises described in Official Record 9239, Page 4829 and all of the same premises described in Official Record 9239, Page 4831, Official Record 9239, Page 4822 and Official Record 9239, Page 4827, of the Hamilton County, Ohio records. Being the result of a survey and plat dated 10-17-07, made by Stephen L. Cahill, PLS, of Abercrombie & Associates, Inc., Ohio Registered Surveyor Number 7862

Roll call vote was as follows:

Mrs. Barber, aye  
Mrs. Johnston, aye

Mrs. Hopewell, aye  
Mr. Sharp, aye

Mr. Jaroszewicz, aye

**APPROVAL OF TAX INCENTIVE AND SCHOOL DISTRICT REIMBURSEMENT AGREEMENT – HOSBROOK (030807)** Mr. Sharp moved, seconded by Mrs. Barber, to adopt the following resolution:

**WHEREAS**, the Township notified the School District of its intent to grant an exemption (the "TIF Exemption"), as authorized by Section 5709.73(B), Ohio Revised Code, for improvements to certain real property located within the boundaries of the Township and the School District, which real property is more specifically described in Exhibit "A", attached hereto and made a part hereof (the "Exempted Property"), by using the property taxes exempted to pay for or finance the construction of public improvements that are necessary for the development of the Exempted Property (the "Public Improvements") in order to induce Developers to develop the Exempted Property; and

**WHEREAS**, the Board of Education of the School District is not opposed to the TIF Exemption, provided that the parties hereto enter into this Agreement; and

**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT  
MINUTES - March 11, 2008**

**WHEREAS**, the Township intends, by resolutions of the Board of Township Trustees of the Township (the "Township Resolutions"), to grant the TIF Exemption and authorize the execution of this Agreement; and

**WHEREAS**, Ohio Revised Code Section 5709.82 (B) and (C) permit the Board of Township Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order to compensate the School District for property taxes lost as a result of the Tax Incentives; and

**NOW, THEREFORE**, in consideration of these premises and the mutual covenants hereinafter described, the School District and the Township covenant, agree and bind themselves as follows:

**Section 1. Approval of the TIF Exemption; Compensation to School District While TIF Exemption in Effect.**

- (a) The School District waives the forty-five daynotice requirement under ORC 5709.73 for this development and approves the TIF Exemption for up to 100% of the further improvements to the Exempted Property, for a period of up to thirty (30) years, commencing with the tax year as established in the TIF legislation to be passed by the Township.
- (b) During any year, or any portion thereof, in which the School District would have received property tax payments derived from the Exempted Property, but for the Township's authorization of the TIF Exemption, the Township agrees to pay to the School District an amount equal to the additional amount of property tax payments derived from the Exempted Property that the School District would have received from the Exempted Property but for the TIF Exemption

**Section 2. Confirmation of TIF Compensation Amount.** During each year which the TIF Exemption will result in the School District's receipt of less than 100% of the amount of real property taxes due with respect to the Exempted Property, the Treasurer shall confirm the amount of the TIF Compensation to the Township in the following manner: Within seven (7) days after the Township receives (or would have received, but for the TIF Exemption) a real property tax payment or TIF related payment in lieu of real property tax payment, the Township shall provide the School District's Treasurer (and any legal counsel designated by the School District's Treasurer) with the amount of the proposed TIF Compensation and a copy of the data used to calculate the proposed TIF Compensation. Within seven (7) days of the receipt of such information by the School District Treasurer, the School District (or its legal counsel) shall confirm, in writing, the amount of the TIF Compensation or shall provide the Township with an alternative TIF Compensation amount and the data supporting such amount. Should the School District fail to respond to the Township according to the provisions of this Section 2, the Township shall continue to make the TIF Compensation payment calculated by the Township as detailed in Section 3 of this Agreement. Nothing contained in this Section 2 shall limit either the School District's or the Township's ability, after payment and receipt of the TIF Compensation amount, to seek recovery of amounts later deemed to be overpaid or underpaid due to clerical or other error.

**Section 3. Payment of TIF Compensation.** Within twenty days after the Township receives (or would have received, but for the TIF Exemption) a real property tax payment or service payment with respect to the Exempted Property, the Township shall pay to the School District the amount of the TIF Compensation.

**APPROVAL OF TAX INCENTIVE AND SCHOOL DISTRICT REIMBURSEMENT AGREEMENT – HOSBROOK  
(030807) – continued**

**Section 4. Resolution of Disputes.** In the event the School District disputes the amount of the TIF Compensation as calculated by the Township, the School District shall notify the Township of the basis for the dispute and the amount that the School District claims is the correct amount of TIF Compensation to be paid to the School District by the end of the School District's seven (7) day review period outlined in Section 2. Within 10 days thereafter, the School District Treasurer and Township Fiscal Officer or any Township Trustee, or their designated representatives, shall confer regarding the amount in dispute. Even if a dispute exists, the Township shall pay, within the time period set forth in Section 3, the amount that is not in dispute. Nothing contained in this Section 4 shall limit either the School District's or the Township's ability, after payment and receipt of the undisputed TIF Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

**Section 5. Late Payments.** Any late TIF Compensation payments shall bear interest at the then current rate established under Sections 323.121(B)(1) and 5703.47 of the Ohio Revised Code (as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time), except for that portion of a TIF Compensation payment delayed pursuant to a reasonable dispute as provided in Section 4 hereof.

**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT  
MINUTES - March 11, 2008**

**Section 6.**      **Notices.** All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed to the School District at 6855 Drake Road, Cincinnati, Ohio 45243, Attn: Treasurer, Board of Education, and to the Township at 8540 Kenwood Road, Cincinnati, Ohio 45236, Attn: Administrator. The School District or the Township, by notice given under this Agreement, designate any further or different addresses to which subsequent notices, designations, certificates, requests or other communications shall be sent.

**Section 7.**      **Duration of Agreement, Amendment.** This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any Tax Incentives are in effect. This Agreement may be amended only by mutual agreement of the School District and the Township.

**Section 8.**      **Binding Nature of Obligations.** The provisions of this Agreement, shall be binding and enforceable by the School District against the Township and all persons who or which shall be successors and assigns of the Township.

**Section 9.**      **Severability.** Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not effect the entire Agreement but only that part declared to be unconstitutional, invalid or illegal.

**Section 10.**      **Counterparts; Captions.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

**IN WITNESS WHEREOF**, the School District and the Township have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

INDIAN HILL EXEMPTED VILLAGE SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Dr. Jane Knudson, Superintendent

**APPROVAL OF TAX INCENTIVE AND SCHOOL DISTRICT REIMBURSEMENT AGREEMENT – HOSBROOK  
(030807) - continued**

BOARD OF TOWNSHIP TRUSTEES OF  
SYCAMORE TOWNSHIP, OHIO

By: \_\_\_\_\_  
Thomas J. Weidman President

By: \_\_\_\_\_  
Robert C. Porter, III, Fiscal Officer

**Exhibit A**  
**LEGAL DESCRIPTION**

**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT**  
**MINUTES - March 11, 2008**

The land referred to in this commitment/policy is situated in the State of Ohio, County of Hamilton and described as follows:

Situated in the Section 7, Township 4, Entire Range 1, Sycamore Township, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the centerline intersection of Montgomery Road and Hosbrook Road (South) as shown on Ohio Department of Transportation Right of Way Plans HAM-22-11.40, thence along said centerline (of construction) of Montgomery Road, along a curve deflecting to the right, having a radius of 5729.58 feet, with an arc length of 326.46 feet, the chord of said arc bears South 50°07'02" West, 326.42 feet AND South 51°44'58" West, 212.09 feet, thence leaving the centerline of said Montgomery Road, South 38°14'00" East, 52.00 feet to a set iron pin in the south right of way of said Montgomery Road and the west line of a tract conveyed to MV-Adams Limited Liability Company as recorded in Official Record 7740, Page 1625 in the Hamilton County Recorders Office and the POINT OF BEGINNING.

Thence along the west line of said MV-Adams, South 38°14'00" East, 248.08 feet to a point in the north line of a tract conveyed to Lone Star Steakhouse & Saloon of Ohio, Inc. as recorded in Official Record 6850, Page 1248;

Thence in part along the north line of said Lone Star Steakhouse & Saloon of Ohio, Inc. and a north line of a tract conveyed to Duke Realty Limited Partnership as recorded in Official Record 9358, Page 6761, South 51°46'00" West, 100.00 feet to a point referenced by an existing cross-notch being 0.08 feet south and 0.39 feet west, passing an existing iron pin at 0.48 feet;

Thence along an east line of said Duke Realty Limited Partnership, North 38°14'00" West, 248.05 feet to a set iron pin to the south right of way of aforementioned Montgomery Road;

Thence along said right of way, North 51°44'58" East, 100.00 feet to the POINT OF BEGINNING.

CONTAINING 0.569 ACRES. Subject to legal highways and easements of record.

The above described parcel being part of a tract conveyed to Foad Family Limited Partnership in Official Record 8157, Page 3936 as recorded in Hamilton County Recorder's Office.

Monuments referred to as set iron pins are 5/8-inch diameter x 30-inch long iron bars with cap marked "G.J. BERDING P.S. 6880."

The bearings are based on a tract conveyed to Foad Family Limited Partnership in Official Record 8157, Page 3936 as recorded in Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on August 16, 2006. Based on a plat of survey prepared by G.J. BERDING SURVEYING, INC. on August 16, 2006.



**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT  
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**APPROVAL OF TAX INCENTIVE AND SCHOOL DISTRICT REIMBURSEMENT AGREEMENT – HOSBROOK  
(030807) - continued**

**EXHIBIT A**

Situate in Section 7, Township 4, Entire Range 1, of the Miami Purchase, in Sycamore Township, Hamilton County, Ohio and more particularly described as follows:

Begin at a point lying 52.00 feet right of the Montgomery Road centerline station 60+22.93, as shown on the right-of-way plans (HAM-22-11.40) for Montgomery Road, said point also being on the South right-of-way line of Montgomery Road and the TRUE POINT OF BEGINNING;

Thence from the TRUE POINT OF BEGINNING and with the said South right-of-way line of Montgomery Road, North 55°06'53" East, 37.08 feet to a point;

Thence along a curve to the left having a radius of 5732.36 feet, an arc length of 204.03 feet, a chord bearing of North 54°05'42" East, a chord length of 204.02 feet and a delta angle of 02°02'22" to a point;

Thence along a curve to the right having a radius of 40.00 feet, an arc length of 74.96 feet, a chord bearing of South 73°14'10" East, a chord length of 64.46 feet and a delta angle of 107°22'38" to a point on the West right-of-way line of Hosbrook Road;

Thence continuing with said West right-of-way line, South 21°49'32" East, 28.75 feet to a point;

Thence continuing with said West right-of-way line, South 11°58'58" East, 382.25 feet to a point;

Thence leaving said West right-of-way line, South 78°04'53" West, 347.41 feet to a found 5/8" iron pin;

Thence North 11°55'07" West, 47.90 feet to a found 1/2" iron pin;

Thence North 55°10'02" East, 175.41 feet to a point;

Thence North 34°53'39" West, 247.54 feet to the TRUE POINT OF BEGINNING.

Containing 2.3950 acres of land and subject to all easements and rights-of-way of record. The basis of bearings is GPS observation C.A.G.I.S. (NAD-83), surveyed by Bayer Becker on 05/28/07.

The above description was prepared from a survey made on May 28, 2007 under the direction of Jerome F. Eisenmann, Ohio Professional Surveyor #S-8373.

Prior Instrument Reference: Official Record 6850, Page 1248.

2.3950 acres.

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MINUTES - March 11, 2008**

**APPROVAL OF TAX INCENTIVE AND SCHOOL DISTRICT REIMBURSEMENT AGREEMENT – HOSBROOK  
(030807) - continued**

**EXHIBIT A**

The land referred to in this commitment/policy is situated in the State of Ohio, County of Hamilton and described as follows:

Situate in Section 7, Township 4, Entire Range 1, of the Miami Purchase, in Sycamore Township, Hamilton County, Ohio and being part of the land as recorded in Official Record 7740, Page 1623 and 1625 of the Hamilton County Recorders Office and more particularly described as follows:

Begin at the centerline intersection of Montgomery Road and Hosbrook Road, as shown on the right-of-way plans (HAM-22-11.40) for Montgomery Road, thence continuing with said Montgomery Road and along a curve to the right having a radius of 5729.58 feet, an arc length of 291.28 feet, a chord bearing of South 53°38'59" West, a chord length of 291.25 feet and a delta angle of 02°54'46" to a found monument box; thence South 55°06'21" West, 37.09 feet to a point; thence leaving said centerline of Montgomery Road, South 34°53'39" East, 52.00 feet to a set 5/8" iron pin on the South right-of-way line of said Montgomery Road;

Thence from the TRUE POINT OF BEGINNING and leaving said South right-of-way line of Montgomery Road and with the West line of Lone Star Steakhouse & Saloon, Inc. (O.R. 6850, Page 1248), South 34°53'39" East, 247.54 feet to a set mag nail;

Thence South 55°10'02" West, 175.00 feet to a found 1/2" iron pin at the corner of Duke Realty Limited Partnership (O.R. 9358, Page 6761) and the Southeast corner of Kenwood Towers, LLC (O.R. 10341, Page 2020);

Thence with said West line of Kenwood Towers, LLC, North 34°53'39" West 247.35 feet to a set 5/8" iron pin on the South right-of-way line of Montgomery Road;

Thence with said South right-of-way line, North 55°06'21" East, 175.00 feet to the TRUE POINT OF BEGINNING.

Containing 0.994 acres of land and subject to all easements and rights-of-way or record. The basis of bearings is GPS observation C.A.G.I.S. (NAD-83), surveyed by Bayer Becker on 05/28/07.

The above description was prepared from a survey made on May 28, 2007 under the direction of Jerome F. Eisenmann, Ohio Professional Surveyor #S-8373.

Prior Instrument Reference: Official Record 7740, Page 1623; Official Record 7740, Page 1625.

Roll call vote was as follows:

Mrs. Barber, aye  
Mrs. Johnston, aye

Mrs. Hopewell, aye  
Mr. Sharp, aye

Mr. Jaroszewicz, aye

**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT  
MINUTES - March 11, 2008**

**PERSONNEL ACTIONS (030808)** Mr. Sharp moved, seconded by Mrs. Barber, to approve the following personnel matters as recommended by the Superintendent:

**A. Approval of Supplemental/Personal Service Contracts – 2007-08 year**

<b>EMPLOYEE</b>	<b>CONT</b>	<b>BLD</b>	<b>CONTRACT POSITION/DUTY</b>	<b>RATE</b>	<b>AMOUNT</b>
Ambrose, Sarah	PSC	DST	Tutor, Home Instruction	\$29.82/hr	\$3,578.40
Moss, David	PSC	ATH	Basketball, Boys, Sectionals	0.50%	\$173.50
Rogers, Scott	SUPP	ATH	Basketball, Girls, Sectionals	0.50%	\$173.50
Coffman, David	PSC	ATH	Swim/Dive Coach, Sectional/District/State Compet'n	1.00%	\$347.00
Schwartz, Andrea	PSC	DST	Tutor, Home Instruction	\$29.82/hr	\$3,578.40
Meyer, Adam	PSC	ATH	Wrestling, Sectional & District Competition	0.50%	\$173.50
Rusche, Carrie	SUPP	DST	Tutor, Home Instruction	\$29.82/hr	\$447.30
Pritz, Michael	PSC	ATH	Lacrosse Coach, Boys, JV Assistant	12%	\$4,164.00
Dektas, Chandler	PSC	ATH	Lacrosse Coach, Girls, JV	13%	\$4,511.00
Schreiner, Maggie	PSC	ATH	Lacrosse Coach, Girls, Vars Assistant	12%	\$4,164.00

**B. Approval of Administrative Contracts**

<b>EMPLOYEE</b>	<b>CURRENT ASSIGNMENT</b>	<b>CONTRACT TERM</b>	<b>EFFECTIVE DATE</b>
Hall, Ester	Coord, College/Career Center	3 years	Beginning August 12, 2008
Harte, Sandra	Principal	3 years	Beginning August 1, 2008
Martin, Brian	Asst Principal	3 years	Beginning August 1, 2008
Pique, Arline	Technology Coordinator	3 years	Beginning August 1, 2008
Stegman, Ken	Facilities Supervisor	3 years	Beginning August 1, 2008
Stewart, Melissa	Principal	3 years	Beginning August 1, 2008
Striebich, Nancy	Principal	3 years	Beginning August 1, 2008
Terrell, David	Asst Principal	1 year	Beginning August 1, 2008
Dietz, Michael	Systems Engineer	2 years	Beginning August 1, 2008
Gruber, William	Lead Technician	2 years	Beginning August 1, 2008

**C. Retirements/Resignations**

<b>Last Name</b>	<b>First Name</b>	<b>Assignment</b>	<b>Building</b>	<b>Effective Date</b>
Boettcher	Barbara	Grade 4	Elementary	August 18, 2008
Waldemayer	Patricia	Instructional Aide	High School	June 30, 2008

**D. Leaves of Absence**

<b>Last Name</b>	<b>First Name</b>	<b>Assignment</b>	<b>Building</b>	<b>Effective Date</b>
Steele	Erica	Social Studies	High School	Thru 3/31/2008

**E. Tuition Reimbursements**

Beverly Shimp	Literacy For Learning: Reading & Writing	Walsh Univ	\$530.00
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Roll call vote was as follows:

Mrs. Barber, aye  
Mrs. Johnston, aye

Mrs. Hopewell, aye  
Mr. Sharp, aye

Mr. Jaroszewicz, aye

**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT**  
**MINUTES - March 11, 2008**

**APPROVAL OF MINUTES (030809)** Mr. Jaroszewicz moved, seconded by Mrs. Johnston, to approve the minutes of the February 12, 2008 meeting as written. Roll call vote was as follows:

Mrs. Barber, aye  
Mrs. Johnston, aye

Mrs. Hopewell, aye  
Mr. Sharp, aye

Mr. Jaroszewicz, aye

**APPROVAL OF FINANCIAL REPORTS (030810)** Mr. Jaroszewicz moved, seconded by Mrs. Johnston, to approve the financial reports for the month ended February 29, 2008 including Fund Reports and Expenditure/Warrant Listings totaling \$3,126,025.90:

General Fund	\$2,425,455.48
Bond Retirement Fund	\$340,000.00
Building Fund	\$0.00
Enterprise Funds	\$46,284.91
Special Revenue Funds	\$299,409.18
Agency Funds	\$14,876.33
<b>TOTAL ALL FUNDS, February 29, 2008</b>	<b>\$3,126,025.90</b>

Roll call vote was as follows:

Mrs. Barber, aye  
Mrs. Johnston, aye

Mrs. Hopewell, aye  
Mr. Sharp, aye

Mr. Jaroszewicz, aye

**APPROVAL TO PAY INVOICES (030811)** Mr. Jaroszewicz moved, seconded by Mrs. Johnston, to approve the following invoices prior to payment in accordance with Section 5705.41 (D)(1):

VENDOR	ITEM DESCRIPTION	AMOUNT
Children's Home of Cincinnati	11/2007, 01/2008, 02/2008 Tuition-Pupil Services	\$7,960.00
Executive Charter	Buses to State Swim/Dive Meet-Athletics	\$3,750.00
Gus Lewin Plumbing	HS Gym Water Heater-Maintenance	\$9,352.00
IHEVSD Transportation	01/2008 Field Trips-Athletics	\$7,214.28
Jos Stocker & Sons	HS Leak Repairs-Maintenance	\$3,735.00
Mariemont High School	Pool Usage-Athletics	\$7,038.00

Roll call vote was as follows:

Mrs. Barber, aye  
Mrs. Johnston, aye

Mrs. Hopewell, aye  
Mr. Sharp, aye

Mr. Jaroszewicz, aye

**APPROVAL OF ROOFING BIDS (030812)** Mr. Jaroszewicz moved, seconded by Mrs. Johnston, to approve the following roof bids for the completion of the auditorium roof repair/replacement project and the Middle School skylights project, as follows:

(1) Auditorium Roof Replacement:Campeon Roofing & Waterproofing	\$79,820
(2) Middle School Skylights: Campeon Roofing & Waterproofing	\$14,502
<b>TOTAL BID</b>	<b>\$94,322</b>

Roll call vote was as follows:

Mrs. Barber, aye  
Mrs. Johnston, aye

Mrs. Hopewell, aye  
Mr. Sharp, aye

Mr. Jaroszewicz, aye

**RESOLUTION AUTHORIZING THE LEASE-PURCHASE FINANCING OF ACQUISITION OF CERTAIN TECHNOLOGY IMPROVEMENTS IN AN ESTIMATED AMOUNT OF \$235,728 (030813)** Mr. Jaroszewicz moved,

**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT  
MINUTES - March 11, 2008**

seconded by Mrs. Johnston, to approve the 2008 Technology acquisition for desktops, student laptops, teacher tablets, projectors and smartboards and to authorize the participation in the OASBO Expanded Asset Pool to enter into a lease arrangement of an estimated \$235,728 to finance the project. Roll call vote was as follows:

Mrs. Barber, aye  
Mrs. Johnston, aye

Mrs. Hopewell, aye  
Mr. Sharp, aye

Mr. Jaroszewicz, aye

**COMMITTEE REPORTS** – Mrs. Barber reported the next Professional Relations Committee meeting would be held March 13, 2008.

Mr. Sharp, Indian Hill Public Schools Foundation Liaison, reported on the anticipated presentation of Dr. Robert Brooks on April 23, 2008, 7:00 p.m. in the Indian Hill High School Auditorium. Dr. Brooks will speak on Resilience in Children. All are invited.

**ADJOURNMENT (030814)** Mrs. Barber moved, seconded by Mr. Jaroszewicz, to adjourn the March 11, 2008 regular meeting of the Indian Hill Board of Education at 9:15 p.m. Roll call vote was as follows:

Mrs. Barber, aye  
Mrs. Johnston, aye

Mrs. Hopewell, aye  
Mr. Sharp, aye

Mr. Jaroszewicz, aye

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**Board President**

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**Treasurer**