

**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT
BOARD OF EDUCATION
MINUTES
Regular Meeting of December 10, 2013**

A regular meeting of the Indian Hill Exempted Village School District was held on Tuesday, December 10, 2013, at 6:40 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:

Mr. Grafe
Mr. Sharp

Mrs. Johnston

Mr. Lutz

Mrs. Lewis was not present at roll call, but arrived at 6:55 p.m.

Also present were Dr. Miles, Mrs. Toth, Mark Ault, Tracy Quattrone, Jim Nichols, Melissa Stewart, Bridgette Ridley, Jeff Zidron, Andrea Brady Naomi Horchak-Morris, Dale Haarman, Pat Bartholomew, Janet McMillan, Eddie Hooker, Lori Klinedinst, Gary Samuels and the State Champion Girls Tennis Team, Forrest Sellers, and others.

EXECUTIVE SESSION (121301) Mr. Sharp moved, seconded by Mrs. Johnston, to move into Executive Session to discuss negotiations. Roll call vote was as follows:

Mr. Grafe, aye
Mr. Sharp, aye

Mrs. Johnston, aye

Mr. Lutz, aye

The Board reconvened its regular meeting at 7:00 p.m.

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

ADOPTION OF REGULAR MEETING AGENDA (121302) Mr. Sharp moved, seconded by Mrs. Lewis, to adopt the agenda of the regular business meeting of the Indian Hill Board of Education, as amended, to include acceptance of donations, personnel recommendations for the employment of Linda Woolridge, resignation of Elizabeth Caudill, and approval of an overnight field trip for Latin students to attend the OJCL Convention in Columbus, Ohio. All members present voted aye. Motion carried.

CORRESPONDENCE AND ANNOUNCEMENTS – Dr. Miles recognized the State Champion Girls Tennis Team and Coach Gary Samuels for their outstanding achievement and unforgettable 21-1 season. Coach Samuels remarked on the teams' focus and caring as a significant part of their successful journey this year – the first Girls State Tennis Championship in 25 years at Indian Hill.

Dr. Miles also presented Suburban Press Reporter, Forrest Sellers, with a certificate commemorating his nomination to the Ohio School Boards Association Media Honor Roll. The purpose of the OSBA Media Honor Roll is to recognize journalists and news outlets that provide fair and accurate coverage of public schools.

ELEMENTARY SCHOOL REPORT – Dr. Melissa Stewart, Principal of Indian Hill Elementary, provided a report on the ongoing work at Indian Hill Elementary to increase student academic achievement by planning for purposeful instruction based on data from student performance and character education (SEEDS). Dr. Stewart briefly reviewed our 2013 Ohio Achievement Assessment results and our Value-Added history. A new initiative last year, Exploration Time, has come about in response to our use of data to inform decisions and collaborative professional conversation related to improving student achievement. Exploration Time is supported by all staff members including the Unified Arts teachers. Exploration Time has been the catalyst for greater growth for all students in core subject areas. The SEEDS (Safe Environment for Educating Diverse Students) program continues to provide growth opportunities for Elementary students as students discuss and learn about strategies of empowerment and in control of their environment, both at school and elsewhere. Teacher collaboration remains strong as colleagues discuss strategies for differentiation, develop common learning targets, and take ownership of their value-added data in identifying students at risk of less than a year's worth of progress. Dr. Stewart expressed the ultimate purpose of every Elementary School faculty and staff member: to offer an individualized learning experience to every child that not only optimizes each child's potential, but supports whole child development.

SECOND READING – POLICY REVISIONS (121303) Mr. Sharp moved, seconded by Mrs. Lewis, to approve the revisions to Policy D-22 (Expense Reimbursements) and D-23 (Attendance at Professional Meetings Expense Reimbursements), as presented. Roll call vote was as follows:

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Mr. Grafe, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

ACCEPTANCE OF DONATIONS (121304) Mr. Sharp moved, seconded by Mrs. Lewis, to accept the following donations:

- a. In memory of Judith Tuttle, Grade 2 teacher from 1974-1995 - \$250 for Primary School
- b. IH PTO - \$5,285 for Indian Hill Performing Arts Academy (Fall 2013 session)
- c. Boosters - \$881 for Elementary School Walkie-Talkie System

Roll call vote was as follows:

Mr. Grafe, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

PERSONNEL ACTIONS (121305) Mr. Sharp moved, seconded by Mrs. Lewis, to approve the following personnel matters as recommended by the Superintendent:

A. Employment Contracts – beginning 2013-14

Employee Name	Bldg/Assignment	% Contract	2013-14 Salary
Linda Woolridge	CO/Accounting	100	\$17.17/hr

B. Approval of Supplemental/Personal Service Contracts – 2013-14 year

EMPLOYEE	CONT	BLD	CONTRACT POSITION/DUTY	RATE	AMOUNT
Mock, Margaret	SUPP	PS	Student Teacher Placement, UC, Fall 2013 semester		\$258.62

C. Retirements/Resignations

Last Name	First Name	Assignment	Building	Effective Date
Caudill	Elizabeth	Payroll	CO	January 3, 2014

Roll call vote was as follows:

Mr. Grafe, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

APPROVAL OF OVERNIGHT FIELD TRIP (121306) Mr. Sharp moved, seconded by Mrs. Lewis, to approve the following overnight field trip:

- (1) Latin Students-OJCL State Convention, Columbus, OH, March 7-9,2014

Roll call vote was as follows:

Mr. Grafe, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

APPROVAL OF MINUTES (121307) Mrs. Lewis moved, seconded by Mrs. Johnston, to approve the minutes of the November 25, 2013 meeting, as presented. Roll call vote was as follows:

Mr. Grafe, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, abstain

APPROVAL OF FINANCIAL REPORTS (121308) Mrs. Lewis moved, seconded by Mrs. Johnston, to approve the financial reports for the month ending November 30, 2013 including Investment Reports, Fund Reports and Warrant Listings, totaling \$6,281,284.24, as presented:

General Fund

\$2,860,008.84

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Bond Retirement Fund	\$3,022,246.88
Permanent Improvement	\$192,928.00
Enterprise Funds	\$64,907.79
Special Revenue Funds	\$81,729.15
Special Trust Funds	\$0.00
Agency Funds	\$59,463.58
TOTAL ALL FUNDS, November 30, 2013	\$6,281,284.24

Roll call vote was as follows:

Mr. Grafe, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

RESOLUTION APPROVING AMENDMENTS TO SWOOSH AGREEMENT TO PROVIDE FOR SELF-INSURANCE PROGRAM (121309) Mrs. Lewis moved, seconded by Mrs. Johnston, to approve the following resolution:

WHEREAS, the Southwest Ohio Organization of School Health (SWOOSH) is a regional council of governments formed to maximize benefits and/or reduce costs of medical, prescription drug, vision, dental, life and/or other group insurance coverages for the employees and the eligible dependents and designated beneficiaries of such employees of its Members; and

WHEREAS the Board of Education of the Indian Hill School District has been a Member of SWOOSH since its inception; and

WHEREAS, SWOOSH's Members have considered the efficacy of providing for a self-insurance program through SWOOSH throughout its history; and

WHEREAS, SWOOSH's Board of Directors has determined that the needs of its Members and their employees and the eligible dependents and designated beneficiaries of such employees would be served through the provision of such a program of self-insurance; and

WHEREAS, the Board of Directors has proposed amendments to the "Agreement for the Establishment of the Southwest Ohio Organization of School Health" and to its Bylaws to provide such a self-insurance program, copies of which are attached hereto; and

WHEREAS, the Board of Directors have previously approved the proposed amendments to SWOOSH's Bylaws;

NOW, THEREFORE, in view of all of the circumstances recited above and after consideration of all of the available information, the Board of Education of the Indian Hill School District hereby resolves as follows:

1. That it approves the "Amended Agreement for the Establishment of the Southwest Ohio Organization of School Health" as proposed by SWOOSH's Board of Directors and attached hereto; and
2. The Board hereby directs its Board President and Chief Financial Officer to sign the "Amended Agreement for the Establishment of the Southwest Ohio Organization of School Health" and the amended Bylaws.

RESOLUTION APPROVING AMENDMENTS TO SWOOSH AGREEMENT TO PROVIDE FOR SELF-INSURANCE PROGRAM (121309) - continued

Attachment 1. AMENDED AGREEMENT FOR THE ESTABLISHMENT OF SOUTHWEST OHIO ORGANIZATION OF SCHOOL HEALTH (SWOOSH) COUNCIL OF GOVERNMENTS

WHEREAS, the political subdivisions set forth on the signature pages hereof desire to join together to maximize benefits and/or reduce costs of medical, prescription drug, vision, dental, life and/or other group insurance coverages for their employees and the

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eligible dependents and designated beneficiaries of such employees, and propose to have certain other eligible political subdivisions join them for the same purposes; and

WHEREAS, the political subdivisions set forth on the signature pages hereof desire to join together for the aforesaid purposes upon the terms and conditions set forth hereinafter; and

WHEREAS, it is the intention of the political subdivisions set forth on the signature pages hereof that the Cooperative that is the subject of this Agreement will, among other actions, contract with the Agent. The Agent, in turn, will work with each Member to determine the Member's insurance needs. The Agent will then bid the insurance;

NOW THEREFORE, pursuant to Chapter 167 of the Ohio Revised Code, the legislative authorities of the following political subdivisions hereby enter into this agreement that establishes and serves as the constitution for a regional council of governments (the "Agreement"): Forest Hills Local School District, Indian Hill Exempted Village School District, Lebanon City School District, Milford Exempted Village School District, Northwest Local School District, Southwest Local School District, and Winton Woods City School District (collectively, the "Members").

ARTICLE I. NAME AND PURPOSE

The name of this regional council of governments shall be Southwest Ohio Organization of School Health (SWOOSH) (hereinafter "the Cooperative"). The Cooperative's purpose is to maximize benefits and/or reduce costs of medical, prescription drug, vision, dental, life and/or other group insurance coverage for the Members' employees and the eligible dependents and designated beneficiaries of such employees. The purposes of the Cooperative include, but are not limited to:

1. the study of the means and methods of providing efficient, cost-effective health care benefits and/or other group insurance coverages for its Members' employees through the use of insurance policies or otherwise;
2. the study of the existing health care benefit plans and/or other group insurance coverages of its Members and to identify ways in which those plans may be modified to provide for more efficient, cost-effective benefits;
3. making recommendations to the Members regarding various methods of efficiently and cost effectively providing health care benefits and/or other group insurance coverages whether through the purchase of insurance or through another means.

The Cooperative will operate in such a manner to be compliant with State and Federal law.

ARTICLE II. DEFINITIONS

As used in the Agreement and the Bylaws, the following words shall have the following meanings:

- a. "Advisory Committee" shall mean a body established to make recommendations to the Board of Directors.
- b. "Agent" shall mean the Cooperative's consultant designated as the Agent by the Board of Directors. HORAN Associates, Inc. shall be the initial Agent.
- c. "Agreement" shall mean this as the same may be amended, modified or supplemented.
- d. "Board of Directors" shall mean the governing body of the Cooperative having those powers and duties enumerated in the Agreement and the Bylaws.
- e. "Contingency Fund" shall mean the fund, maintained by the Fiscal Agent as a separate custodial fund pursuant to which the Fiscal Agent shall place any and all monies received from the Cooperative Members designated for the Contingency Fund.
- f. "Cooperative" shall mean the Southwest Ohio Organization of School Health (SWOOSH).
- g. "Cooperative Costs" shall mean the cost of all medical, prescription drug, vision, dental, life and/or other insurance benefits provided by or through the Cooperative, including but not limited to benefits provided through self-insurance program(s), and all administrative and other costs of the Cooperative approved by the Board of Directors.
- h. "Cooperative Fund" shall mean the Southwest Ohio Organization of School Health Fund, maintained by the Fiscal Agent as a separate custodial fund pursuant to which the Fiscal Agent shall place any and all monies, except those designated for the Contingency Fund, received from the Cooperative Members or any other source for payment of the Cooperative Costs.
- i. "Employee" shall mean an employee of each Employer designated as eligible to participate by such Employer in benefit program(s) offered by or through the Cooperative and on whose behalf all required premiums and other payments are made.
- j. "Employer" shall mean a Member.
- k. "Fiscal Agent" shall mean the person or entity appointed by the Board to provide fiscal services to the Cooperative.

RESOLUTION APPROVING AMENDMENTS TO SWOOSH AGREEMENT TO PROVIDE FOR SELF-INSURANCE PROGRAM (121309) - continued

l. "Initial Rates," shall mean those rates approved by the Board of Directors that include payments for expected claims, incurred but not recorded claims, reserves for the Contingency Fund, fixed costs and such other elements of cost determined by the Board of Directors.

m. "Other Rates" shall mean all rates approved by the Board of Directors that are not Initial Rates.

n. "Policy" shall mean a group insurance contract or reinsurance agreement purchased to provide part or all of any benefit through an insurance plan together with any rider, endorsement or amendment made a part of such contract or reinsurance agreement.

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o. "State" shall mean the State of Ohio.

p. "Uniform School Accounting System" shall mean the budgetary, financial and accounting/reporting standards promulgated by the Auditor of State of the State of Ohio for use by political subdivisions in the State, as the same may be amended, modified, or supplemented.

ARTICLE III. MEMBERSHIP

A. The initial Members of the Cooperative shall be the Boards of Education of the following political subdivisions: Forest Hills Local School District, Indian Hill Exempted Village School District, Lebanon City School District, Milford Exempted Village School District, Northwest Local School District, Southwest Local School District, and Winton Woods City School District.

B. Other political subdivisions with at least 250 benefits eligible employees may be admitted as Members of the Cooperative provided the following conditions are satisfied:

1. the political subdivision must be eligible for membership in a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code;
2. the political subdivision must be eligible to participate in program established pursuant to Section 9.833 of the Ohio Revised Code;
3. the political subdivision must have executed a resolution agreeing to the Agreement and Bylaws of the Cooperative;
4. the political subdivision's request for admission as a Member must receive a vote of acceptance from the Board of Directors;
5. the political subdivision must pay all dues and assessments, including the Initial Rate as established by the Cooperative; and
6. the political subdivision shall pay an initial membership fee in the amount to be determined by the Board of Directors upon joining the Cooperative.

C. The Board of Directors, upon a two-thirds majority vote, may admit a political subdivision with less than 250 benefits eligible employees as a Member, provided that the subdivision meets all other requirements for membership in the Cooperative.

D. Once a political subdivision has been admitted as a Member, it remains eligible to be a Member if the number of benefits eligible employees drops below 250.

E. Each Member shall be represented on the Cooperative's Board of Directors by its chief executive or his/her designee.

F. Membership in the Cooperative operates on a two-year term (the "Term"). New Members are admitted for an initial two-year Term. Following the initial Term and each Term thereafter, Membership is automatically renewed for additional two-year renewal Terms unless the Member provides notice of withdraw in accordance with Paragraph II (G) (2).

G. Any Member may withdraw from the Cooperative as follows:

1. No Member may withdraw during the first two years after it joins the Cooperative.
2. After the first two years of its membership, a Member may withdraw by providing written notice of its intent to withdraw to the Board of Directors at least 180 days prior to the expiration of its current Term. Failure to provide such notice is the Member's commitment to continue as a Member of the Cooperative for the upcoming Term. In addition to all other provisions applicable to a withdrawing Member, any Member withdrawing during the course of a Term shall pay the Cooperative an additional two-month premium, based on the Members average monthly premium for the current plan year, in consideration of the administrative costs associated with the Member's early withdraw.
3. Any decision to withdraw from the Cooperative must be made by duly adopted resolution of the legislative authority of the Member.
4. No dues, fees, assessments or other payments of whatever nature, including but not limited to contributions to the Contingency Fund, paid by a withdrawing Member shall be refunded unless specifically identified as refundable or conditionally refundable ("Refundable Payments"), and all obligations to the Cooperative assumed by the Member prior to submitting the notice of intent to withdraw shall continue until the end of the Member's then current Term, or, if applicable, until the end of the expiration of the term of a Policy creating a specific obligation extending across fiscal years. The Member shall also be responsible for its incurred but not recorded claims for the run out period.

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5. No Member may vote on a resolution of the Board of Directors related to Refundable Payments after it:

- a) provides notice of its intent to withdraw; or
- b) receives notice that its Membership has been or will be terminated.

6. Upon withdrawal from the Cooperative, a political subdivision may not become a Member again for three years and until it has fully complied with the criteria and procedures for membership contained herein or otherwise established by the Board of Directors.

H. The Cooperative may terminate the membership of any Member as follows:

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1. Upon the vote of at least a majority of the Representatives, the Cooperative may terminate a political subdivision's membership for failure to pay its dues, assessments or any other amounts of whatever nature to the Cooperative when due, provided that the Cooperative has provided the Member with notice of its delinquency and the Member has failed to cure the delinquency within thirty (30) days of providing the notice.
 2. Upon the vote of at least two-thirds of the Representatives, the Cooperative may terminate a political subdivision's membership at any other time by giving 120 days written notice of such termination.
 3. No dues, fees, assessments or other payments of whatever nature, including but not limited to contributions to the Contingency Fund, paid by a terminated Member shall be refunded except for Refundable Payments. All obligations to the Cooperative assumed by the Member prior to receiving the notice of termination shall continue until the end of the Member's then current Term, or, if applicable, until the end of the expiration of the term of a Policy creating a specific obligation extending across fiscal years. The Member shall also be responsible for its incurred but not recorded claims for the run out period.
- I. Members Rights and Duties
1. All Members in good standing are entitled to participate in any or all of the benefit programs, studies and/or other services provided by Cooperative.
 2. To be deemed a "Member in good standing," a Member must have currently paid any fees, dues and/or Cooperative costs due to the Cooperative.
 3. All Members shall be required to purchase a Policy or participate in self-insurance programs(s) through the Cooperative by working with the Agent as described herein.
 4. Members may use their own brokers provided that the Member pays the fees for such a broker in addition to all Cooperative dues, fees and assessments.
 5. By becoming Members, the Members assume no liabilities beyond the payment of any fees, dues, or Cooperative Costs assessed by the Cooperative and any contractual obligations for agreements entered into between the Member and the Cooperative. Members do not assume liability for the debts of the Cooperative.
 6. Title to any and all equipment, buildings, furniture and other goods purchased and titled for the Cooperative shall be held in trust for the Members by the Fiscal Agent. Any Member withdrawing from the Cooperative shall forfeit any claim to the Cooperative's assets.
 7. In consideration of participation in the Cooperative, each Members waives any right it may have to Refundable Payments if upon withdraw or termination the Member files an action in any forum against the Cooperative, its Board of Directors, its representatives or its Members, in order to obtain refunds of any portion of any dues, fees, assessments or other payments of whatever nature, including but not limited to contributions to the Contingency Fund, paid by the Member.

ARTICLE IV. POWERS

- A. As a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code, the Cooperative has the power to do all of the following:
1. Take any action to fulfill the Cooperative's purposes.
 2. Study such area governmental problems common to two or more Members of the Cooperative as it deems appropriate, including but not limited to matters affecting health, safety, welfare, education, economic conditions, and regional development. Specifically, the Cooperative shall have the authority to a) study the means and methods of providing efficient, cost-effective health care benefits for its Members' employees; b) study the existing health care benefit plans of its Members and identify ways in which those plans may be modified to provide for more efficient, cost-effective health care benefits; c) do all things reasonable and necessary to conduct the studies outlined in this paragraph
 3. Pursuant to Ohio Revised Code Section 9.833, provide self-insurance plan(s) that include, among other powers, the ability of the Cooperative to take in money, process claims, determine amounts of stop-loss insurance, secure stop-loss insurance, provide coverage to the Members' officers and employees, and perform any other action necessary in the execution of the self-insurance plan.
 4. The Cooperative additionally has all other powers permitted by law or authorized by of the Board of Directors.

RESOLUTION APPROVING AMENDMENTS TO SWOOSH AGREEMENT TO PROVIDE FOR SELF-INSURANCE PROGRAM (121309) - continued

ARTICLE V. BYLAWS

The Members of the Cooperative shall adopt Bylaws that further describe the Board of Directors, provide for the designation of the officers of the Cooperative, appoint a Fiscal Officer, and otherwise provide for the conduct of Cooperative business. No Bylaw shall be inconsistent with the Agreement or with the Ohio Revised Code.

ARTICLE VI. BOARD OF DIRECTORS

A. The Board of Directors shall be created as provided by the Bylaws and shall be the governing body of, and shall act for and exercise all authority of, the Cooperative, as provided in the Bylaws. All members of the Board of Directors shall serve in such

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position in their official capacities for and solely represent and serve the interests of the individual political subdivision that appointed the individual to the Board of Directors.

B. The Board of Directors:

1. shall do all things reasonable and necessary to fulfill the purposes outlined in Article I;
2. shall act on any other matter related to the business of the Cooperative.
3. may exercise any other powers or duties of the Cooperative permitted by law, including but not limited to Revised Code Section 167.03.

ARTICLE VII. FINANCIAL SUPPORT AND EXPENDITURES

A. The Cooperative shall be supported by financial and in-kind contributions from its Members and from other revenue sources as determined by the Cooperative, including but not limited to grant funding. Contributions from Members shall become binding obligations upon those entities following actions assuming such obligations by the governing bodies of those entities. The Cooperative also may accept any gift, bequest, devise, grant, services or payment by vote of the Board of Directors.

B. The Cooperative shall determine the appropriate expenditure of all money available to it in order to carry out the purposes of the Agreement.

C. The Cooperative shall make an annual report of its activities to the Members.

D. To the extent permitted by law, the Cooperative shall indemnify, defend and hold harmless each and every Member, Officer, and Director from any and all losses, costs (including attorney fees and expenses), claims, actions, damages, obligations, or liabilities arising out of the acts or omissions of the Cooperative. The foregoing obligation to indemnify and hold the Members harmless shall survive a Member's voluntary or mandatory withdrawal from the Cooperative.

ARTICLE VIII. START UP PROVISIONS

The Cooperative may establish addenda to the schedule of dues for the purpose of generating operating funds, which shall be refundable to the Members as provided in the schedule.

ARTICLE IX. TERM OF THE AGREEMENT

It is the express intention of the Cooperative Members that the Agreement and Cooperative shall continue for an indefinite term, but may be terminated as herein provided.

A. In the event that a change in Ohio law, whether through an enactment of the General Assembly, changes in the Ohio Administrative Code, or the ruling of a court of competent jurisdiction or an agency having jurisdiction over the operations of the Cooperative or its Members, requires the Members to alter the method by which the Members purchase insurance, the Members will negotiate in good faith to amend the Agreement and the Bylaws to conform with the law. If a majority of the Members cannot reach agreement on such amendments, the Agreement and the Cooperative will terminate upon the date determined by the Board of Directors.

B. In the event that at least a majority of the legislative authorities of the Members, by duly adopted resolutions, determine that the Agreement and the Cooperative shall be terminated, then the Agreement and the Cooperative shall terminate upon the date agreed upon by such legislative authorities, as provided in those resolutions. The political subdivision of each Member shall promptly forward a certified copy of such resolution to the President of the Board of Directors.

In the event of the Cooperative's dissolution, all current Members shall share in the net obligations or assets liquidation in a ratio proportionate to their last twenty-four months financial contributions and obligations to the Association, and they shall likewise participate in proceeds from the sale of assets upon liquidation.

RESOLUTION APPROVING AMENDMENTS TO SWOOSH AGREEMENT TO PROVIDE FOR SELF-INSURANCE PROGRAM (121309) - continued

ARTICLE X. EXECUTION IN COUNTERPARTS

This Agreement represents the entire agreement between the Members with respect to the subject matter herein, and may be executed in one or more separate counterparts, all of which shall constitute one and the same Agreement.

ARTICLE XI. AMENDMENTS

The Agreement may be modified, amended or supplemented in any respect upon approval of such modification, amendment or supplement by the legislative authorities of at least two-thirds of the Members, and such amendment, modification or supplement shall thereupon become binding upon all Members. Notwithstanding the foregoing, the Agreement may be amended by the Board of Directors, by the affirmative vote of at least two-thirds of the members thereof, without the approval of the Members if such

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amendment is solely for the purpose of clarification and does not change the substance hereof. The Agreement may be further amended by the Board of Directors, by the affirmative vote of at least two-thirds of the members thereof, without the approval of the Members if such amendment is, in the opinion of counsel for the Cooperative, necessary or appropriate to satisfy requirements of applicable laws or regulations.

XII. NOTICE

Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service. Such notice shall be sent to, in the case of the Cooperative, the then current business address of the Secretary or, in the case of a Member, to the then current office address of the Member's chief executive officer, or to such other address as the Parties may hereinafter give notice to the other in writing. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service.

**Attachment 2. SOUTHWEST OHIO ORGANIZATION OF SCHOOL HEALTH (SWOOSH) COUNCIL OF
GOVERNMENTS AMENDED BYLAWS (Adopted: December 9, 2013)**

I. AUTHORITY

The Boards of Education of the Forest Hills Local School District, Indian Hill Exempted Village School District, Lebanon City School District, Milford Exempted Village School District, Northwest Local School District, Southwest Local School District, and Winton Woods City School District, having entered into the Agreement for the Establishment of the Southwest Ohio Organization of School Health (SWOOSH)(hereinafter "the Agreement"), a regional council of governments pursuant to Chapter 167 of the Ohio Revised Code (hereinafter, "the Cooperative"), unanimously adopt these Bylaws pursuant to Section 167.04 of the Ohio Revised Code.

II. BOARD OF DIRECTORS

A. The Board of Directors (hereinafter, "Board of Directors") created by these Bylaws shall be the governing body of, and shall act for and exercise all authority of, the Cooperative.

B. Each Member shall be represented on the Board of Directors by its chief executive officer or his/her designee. In addition, any Member who exceeds Five Hundred (500) total Employees enrolled in a Policy shall appoint a second representative to the Board of Directors. Prior to the Annual Meeting each year, the Secretary shall conduct a review of each Member's enrollment and shall make such adjustments to the number of representatives for each Member as are necessary based on the foregoing. Such representatives of the Members shall serve as voting members of the Board of Directors (hereinafter, "Voting Representatives"). No Member may have more than two Voting Representatives. All Voting Representatives on the Board of Directors shall serve in such position in their official capacities for and solely represent and serve the interests of the individual member that appointed the individual Voting Representative.

C. Each Voting Representative shall be entitled to one (1) vote at any meeting of the Board of Directors at which the Voting Representative is present.

D. A quorum of the Board of Directors shall consist of a majority of the Voting Representatives. Except as otherwise provided herein or in the Agreement, or as required by law, any action of the Cooperative provided for in the Agreement or in these Bylaws may be taken upon a majority vote of those Voting Representatives voting at any meeting of the Board of Directors at which a quorum is present.

RESOLUTION APPROVING AMENDMENTS TO SWOOSH AGREEMENT TO PROVIDE FOR SELF-INSURANCE PROGRAM (121309) - continued

III. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. The Board of Directors shall approve all benefit programs to be offered by or through the Cooperative and all Policies and other contracts to be accepted or entered into by the Cooperative. The Board of Directors shall set or determine all premiums, fees and other amounts of whatever nature to be paid by the Members, and the Board of Directors also shall have the authority to waive premiums and any other payments.

B. The Board of Directors shall appoint an Advisory Committee to assist the Board of Directors in considering any matter relating to the Cooperative and its benefit programs hereunder. Each Member will have three representatives on the Advisory Committee. The members of the Advisory Committee shall be appointed by and shall serve at the pleasure of the appointing Member. All representatives will serve in such position in their official capacities for and solely represent and serve the interests of the individual political subdivisions that appointed the individual. The Board of Directors shall establish the terms of office for

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members of the Advisory Committee, the initial meeting thereof, the frequency of such meetings and such other administrative matters as the Board of Directors deems necessary. The Advisory Committee shall perform the duties directed by the Board of Directors and it shall make recommendations to the Board of Directors concerning any matter referred to it by the Board of Directors.

C. At any meeting, the Board of Directors may consider recommendations or proposals concerning any matter relating to the Cooperative and its benefit programs hereunder.

D. The Board of Directors may impose eligibility requirements for Membership in the Cooperative in addition to those contained in the Agreement by duly adopted resolution.

E. The Directors shall not be liable for any action taken or omitted in good faith or for any action taken or omitted by any individual, firm, corporation or other organization selected with reasonable care.

F. The Board of Directors, in its sole discretion, may replace the Agent at any time upon a two-thirds majority vote.

IV. OFFICERS

At the Initial Meeting, the Board of Directors shall elect from among the Voting Representatives, a President, Vice-President and Treasurer. If a vacancy occurs in any office, a replacement shall be chosen at the next meeting of the Board of Directors. The Agent or the Board of Director's designee shall serve as the Secretary. As directed by the Treasurer, the Fiscal Agent shall receive and disburse all funds, prepare all necessary fiscal reports for the Board of Directors and the Cooperative, and undertake all other financial transactions necessary to the work of the Cooperative in accordance with the Agreement and as otherwise authorized by the Board of Directors.

V. DUTIES OF OFFICERS

A. President

The President shall preside at all meetings of the Board of Directors, shall approve the records thereof and shall sign all written contracts, deeds, mortgages, bills of sale and all other conveyances, conditional or otherwise, notes and all other obligations of this Cooperative upon resolution of the Board of Directors. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President may appoint a parliamentarian. Unless otherwise provided in the Agreement or these Bylaws, the President has the authority to create, appoint the membership of, and dissolve, all committees, and shall be a member ex-officio of all committees.

B. Vice-President

The Vice-President shall perform all duties of the President in the President's absence or inability to act, and shall have such other and further powers and perform such other and further duties as may be assigned by the Board of Directors.

C. Secretary

The Secretary shall keep the minutes of all proceedings of the Board of Directors and make a proper record of them. The Secretary shall keep such books as may be required and generally perform such duties as may be assigned by the Board of Directors.

D. Treasurer

The Treasurer shall serve as the Cooperative's fiscal officer and shall provide oversight of the work performed by the Fiscal Agent.

RESOLUTION APPROVING AMENDMENTS TO SWOOSH AGREEMENT TO PROVIDE FOR SELF-INSURANCE PROGRAM (121309) - continued

VI. THE FISCAL AGENT

The Board of Directors shall appoint the Fiscal Agent to serve as the Cooperative's fiscal officer. The Fiscal Agent can be either the Treasurer of a political subdivision or such other person/entity with whom the Board of Directors, in its sole discretion, determines to contract in order to provide necessary fiscal services. The Fiscal Agent shall be responsible for administering the financial transactions of the Cooperative. The Fiscal Agent shall also carry out the responsibilities of the Fiscal Agent set forth in the Agreement and the Bylaws, enter into contracts on behalf of the Cooperative as directed by the Board of Directors and carry out such other responsibilities as approved by the Board of Directors and agreed to by the Fiscal Agent. Any payment of fees, compensation and/or expenses to the Fiscal Agent shall be determined by the contract executed between the parties.

The Fiscal Agent shall maintain the Cooperative Fund and the Contingency Fund, if any, as custodial funds separate and apart from all other funds. The Cooperative Fund and the Contingency Fund shall be subject to the laws of the State concerning the investment and management of public funds, particularly Chapter 135 of the Ohio Revised Code, and shall be the responsibility of

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the Fiscal Agent. The Fiscal Agent shall obtain and keep in force a fiduciary bond, crime policy or comparable security instrument as approved by the Board of Directors.

VII THE COOPERATIVE FUND

A. Nature

The Board of Directors in its sole discretion may establish a Cooperative Fund for any or all of the purposes contained in this Article. The Cooperative Fund shall consist of all payments, except for payments made to the Contingency Fund, made to the Fiscal Agent in accordance with the Agreement, policy dividends or rate refunds (whether received by the Cooperative or left with insurance carriers to accumulate with interest), investments made by the Fiscal Agent and income therefrom, and any other money or property which shall come into the hands of the cooperative in connection with administration of benefit programs and Cooperative assets.

The Fiscal Agent shall be the custodian of the Cooperative Fund. The Fiscal Agent shall make such investments as it may determine in its discretion, provided that such investments shall be in conformity with investment policies and guidelines established by the Directors and the Agreement. In exercising such investment discretion, the Fiscal Agent shall be cognizant of the purposes of the Cooperative Fund and shall act with care, skill, prudence and diligence of a prudent person acting in a similar capacity with similar aims. Investments selected by the Fiscal Agent shall be limited to investments permitted under Chapter 135 of the Ohio Revised Code for the public monies of political subdivisions.

B. Use

The Fiscal Agent, if and as authorized by the Board of Directors, may use the Cooperative Fund for purposes such as but not limited to the following:

1. To pay all expenses which the Board of Directors consider necessary in establishing the Cooperative and the Cooperative Fund and in administering the Cooperative and the benefit programs being offered by or through the Cooperative, including but not limited to payments to agents, administrators, consultants, attorneys, investment advisors, accountants and insurance carriers.
2. To pay premiums on the Policies issued to the Cooperative.
3. To provide authorized health care benefits, including but not limited to, health care, prescription drugs, dental care, and vision care through a self-insurance program.
4. To make investments in accordance with the Agreement.
5. To make refunds to Employers.
6. To provide and/or purchase medical insurance, prescription drug insurance, vision insurance, dental insurance, life insurance and/or other insurance benefits to Employees and their eligible dependents and designated beneficiaries, and to set aside funds for such purpose.

VIII. ADMINISTRATION OF THE COOPERATIVE

The Board of Directors may adopt such rules and regulations for the administration of the Cooperative as they deem necessary or appropriate, including without limitation any requirements for eligibility of political subdivisions to participate in the Cooperative, and may require the Members to furnish such information to the Cooperative and/or the Fiscal Agent as they deem necessary or appropriate.

RESOLUTION APPROVING AMENDMENTS TO SWOOSH AGREEMENT TO PROVIDE FOR SELF-INSURANCE PROGRAM (121309) - continued

IX. NO CLAIMS AGAINST THE COOPERATIVE

Except as otherwise expressly provided in the Agreement, no Employer, Employee or person claiming benefits by or through an Employee shall have any claim against the Cooperative or any property of the Cooperative. The rights and interests of Employees and persons claiming by or through Employees shall be limited to the receipt of benefits offered by or through the Cooperative in accordance with the Agreement.

X. MEETINGS

A. The Initial Meeting of the Board of Directors shall be held at such time and location as designated in the notice to the Members.

B. Regular meetings shall be as scheduled by the Board of Directors, but not less than quarterly. Any meeting may be canceled by agreement of a majority of the Voting Representatives.

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C. Special meetings of the Board of Directors may be held at any time upon the call of the President or the majority of the Voting Representatives at any location as designated by the President.

D. Written notice of the time and place of the Initial Meeting and each regular meeting shall be sent to each Voting Representative seven (7) days prior to said meeting. Special meetings may be called by informing the Voting Representatives of the time, place and purpose of said meeting at least two (2) days prior to such meeting.

E. The quorum for all meetings of the Board of Directors shall consist of a simple majority of the Voting Representatives, provided that proper notice of said meeting has been given in accordance with the provisions contained in these Bylaws, unless the presence of a larger number of Voting Representatives is required by law.

F. Meetings of the Board of Directors shall be conducted in accordance with the Ohio Public Meeting Law (Ohio Revised Code Section 121.22). By contacting the President of the Board of Directors:

1. Any person may obtain information regarding the time and place of any regularly scheduled meeting, and the time, place and purpose of any special meeting;

2. Any news media representative may request advance notice of any special meeting;

3. Any person may, upon payment of a reasonable fee or upon providing a sufficient number of self-addressed, stamped envelopes, request reasonable advance notice of all meetings at which a specific type of business is to be discussed.

G. Minutes of any meeting shall be recorded, approved by the Board of Directors, maintained, and open to public inspection as required by law.

H. Meetings shall be conducted informally except when a majority of the Voting Representatives in attendance vote to follow Robert's Rules of Order, Newly Revised.

XI. COMMITTEES

The Board of Directors may create standing committees and prescribe their respective duties. The members of such committees shall be appointed by the President, with the approval of the Board of Directors. The President, with the approval of the Board of Directors, may appoint such special committees as he/she deems necessary and such committees shall serve at the pleasure of the President. No committee has the authority to take any official action; committees make recommendations for official action to the Board of Directors. Committees may be drawn from Board of Directors, the Members, contracting organizations of the Cooperative, or from other sources, at the pleasure of the President and the Board of Directors.

XII. SELF-INSURANCE PROGRAM

The Cooperative may establish self-insurance program(s) compliant with Ohio Revised Code Section 9.833. Members participating in such self-insurance program(s) shall pay premiums, fees, and any other payments of any other nature as approved by the Board of Directors. The Contingency Fund may be used to pay claims and any other costs necessary to operate the self-insurance program(s).

RESOLUTION APPROVING AMENDMENTS TO SWOOSH AGREEMENT TO PROVIDE FOR SELF-INSURANCE PROGRAM (121309) - continued

XIII. CONTINGENCY FUND

In anticipation of establishing a self-insurance program(s) for the Members, the Cooperative shall establish a Contingency Fund to act as a reserve for the self-insurance program(s). The Board of Directors by resolution shall determine the amount necessary to cover the potential cost of health care benefits for the officers and employees of the Members. The Board of Directors, by resolution, shall also determine the amount, method and timing of initial payments into a Contingency Fund. Thereafter, the amount that each Member must contribute to the Contingency Fund will be determined on an annual basis and will be approved by the Board of Directors. The Contingency Fund contributions shall be considered a part of the program costs and shall be paid to the Fiscal Agent at the same time as insurance premiums are paid by each participating Member. The Fiscal Agent shall keep account of the contributions made by each Member but may aggregate the Contingency Fund contributions into a single fund for the purposes of paying claims, other costs of the self-insurance program(s), and investment. The Contingency Fund shall be used for such purposes as determined by the Board of Directors, which may include, but shall not be limited to, payments for health care benefits for the officers and employees of the Members and the payment of costs of the self-insurance program(s), including, by way of example and not limitation, the costs of brokers/program administrators, consultants, attorneys, actuaries, risk management, claims adjustment and related costs. The Contingency Fund may also be used to purchase additional insurance

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coverage and/or other Services for the Members or may be allocated to a common fund for the purpose of reducing the deductible amount of coverage for Members.

XIV. AMENDMENTS

These Bylaws may be amended by the action of a majority of the Voting Representatives.

XV. EXECUTION IN COUNTERPARTS

These Bylaws may be executed in one or more separate counterparts, all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, these Amended Bylaws have been duly adopted by the Initial Members of the Cooperative and became effective on December 9, 2013 .

Roll call vote was as follows:

Mr. Grafe, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

RESOLUTION APPROVING PAYMENTS TO THE SWOOSH CONTINGENCY FUND (121310) Mrs. Lewis moved, seconded by Mrs. Johnston, to approve the following resolution:

WHEREAS, the Southwest Ohio Organization of School Health (SWOOSH) is a regional council of governments formed to maximize benefits and/or reduce costs of medical, prescription drug, vision, dental, life and/or other group insurance coverages for the employees and the eligible dependents and designated beneficiaries of such employees of its Members; and

WHEREAS the Board of Education of the Indian Hill School District has been a Member of SWOOSH since its inception; and

WHEREAS, SWOOSH's Members have considered the efficacy of providing for a self-insurance program through SWOOSH throughout its history; and

WHEREAS, SWOOSH's Board of Directors has determined that the needs of its Members and their employees and the eligible dependents and designated beneficiaries of such employees would be served through the provision of such a program of self-insurance; and

WHEREAS, SWOOSH is establishing a Contingency Fund in order to build the reserves required by Ohio Revised Code Section 9.833 for its self-insurance program; and

WHEREAS, SWOOSH's Board of Directors has determined to begin to build the Contingency Fund by requiring each Member to make an initial payment into the Contingency Fund based on twenty-five percent of each Member's premium; and

RESOLUTION APPROVING PAYMENTS TO THE SWOOSH CONTINGENCY FUND (121310) - continued

WHEREAS, the Board of Directors has determined that each Member must make its initial payment into the Contingency Fund by April 30, 2014; and

WHEREAS, Members who make the initial payment into the Contingency Fund who later decide not to participate in the self-insurance program may apply to the Board of Directors for reimbursement of the Member's initial payment; and

WHEREAS, the Board of Directors, by majority vote, may grant such applications for reimbursement of initial payment(s) in its sole discretion. Any Member making application for reimbursement of initial payment will not have the right to cast a vote on its own application.

NOW, THEREFORE, in view of all of the circumstances recited above and after consideration of all of the available information, the Board of the Indian Hill School District hereby resolves to pay its initial payment into the Contingency Fund on or before April 30, 2014.

Roll call vote was as follows:

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Mr. Grafe, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

COMMITTEE REPORTS – The Operations Committee reported that the Geothermal Borefield Project was currently out for bid until December 18, 2013. The Central Utility Plant would be placed for bid in mid-December with bid opening in mid-January 2014. A recommendation for bid award is anticipated in February 2014 on both projects.

Mr. Sharp, Finance Committee, thanked Mr. Grafe for his four years of board service. His care and attention to many details of Board service as well as his leadership in 2013 as Board President is appreciated.

Mr. Grafe expressed his gratitude for the honor of serving the Indian Hill School community as a Board member. He remarked that he appreciated his participation with Board members whose primary focus was on the students of the district.

PUBLIC COMMENTARY – None.

EXECUTIVE SESSION (121311) Mrs. Lewis moved, seconded by Mr. Sharp, to move into Executive Session at 7:40 p.m. to discuss negotiations. Roll call vote was as follows:

Mr. Grafe, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

The Board reconvened its regular meeting at 8:09 p.m.

ADJOURNMENT (121312) Mrs. Lewis moved, seconded by Mrs. Johnston, to adjourn the December 10, 2013 regular meeting of the Indian Hill Board of Education at 8:10 p.m. Roll call vote was as follows:

Mr. Grafe, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

Board President

Treasurer