

**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT
MINUTES
Special Meeting of June 9, 2014**

A special meeting of the Indian Hill Exempted Village School District was held on Tuesday, June 9, 2014, at 6:00 p.m., in the Indian Hill School District Administrative Offices, 6855 Drake Road, Cincinnati, Ohio 45243 in accordance with notices sent to each member. Roll call showed the following members as present:

Dr. Hooker
Mr. Lutz

Mrs. Johnston
Mr. Sharp

Mrs. Lewis

Also present were Dr. Miles, Mrs. Toth, and Mark Ault.

EXECUTIVE SESSION (061401) Mr. Sharp moved, seconded by Mr. Lutz, to go into Executive Session at 6:00 p.m. to discuss personnel matters related to appointment of school employees and teacher contract negotiations. Roll call vote was as follows:

Dr. Hooker, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

The Board reconvened its regular meeting at 6:10 p.m.

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

ADOPTION OF AGENDA (061402) Mr. Sharp moved, seconded by Mrs. Johnston, to adopt the agenda of the special meeting of the Indian Hill Board of Education as amended, to include recommendations for employment for Lauren Gentene, Beth Kamen, Danielle Lintz, Erin Smith, and Karen Post; supplemental contracts; approval of a Tax Increment Financing Agreement, and an approval to pay invoices. All members present voted aye. Motion carried.

APPROVAL OF OVERNIGHT FIELD TRIP (061403) Dr. Hooker moved, seconded by Mrs. Johnston, to approve the following overnight field trips:

- 1) Girls Varsity Lacrosse – State Championship – New Albany, OH–May 30-31, 2014
- 2) Boys Tennis – State Championship – The Ohio State University, Columbus, OH–May 29-31, 2014
- 3) Girls Varsity/JV Soccer – Hilliard Bradley HS Pre-Season Tournament, Columbus, OH–July 18-20, 2014
- 4) Latin students – Rome and Sicily, Italy – March 21-29, 2015

Roll call vote was as follows:

Dr. Hooker, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

PERSONNEL ACTIONS (061404) Dr. Hooker moved, seconded by Mrs. Johnston, to approve the following personnel matters as recommended by the Superintendent:

A. Employment Contracts – beginning 2014-15 – attachments to Board members only

Employee Name	Bldg/Assignment	% Contract	2014-15 Salary
Mark Campbell	MS/Science	100	\$67,294
Loni Jackson	ES/Grade 4	100	\$57,098
Brittany Loss	ES/Grade 3	100	\$42,824
Allison Porter	ES/Grade 4	100	\$53,020
Lauren Gentene	HS/English	100	\$53,835
Beth Kamen	ES/Grade 5	100	\$53,020
Danielle Lintz	ES/Grade 5	100	\$67,294
Erin Smith	ES/Grade 3	100	\$67,294
Karen Post	HS/Guidance Secretary	100	\$23.96/hr

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PERSONNEL ACTIONS (061404) - continued

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

EMPLOYEE	CONT	BLD	CONTRACT POSITION/DUTY	RATE	AMOUNT
Bohn, Alice	SUPP	ES	Accompanist, Orchestra Concert, Grade 5, 5/14/2014		\$100.00
Ventresca, Cheryl	SUPP	PS	Curriculum Writing-Social Studies, 4/03/2014	\$20/hr	\$40.00
Bachman, Rebecca	SUPP	DST	Extd School Year Services, Summer 2014-up to 10 hrs	\$35/hr	\$280.00
Milligan, Heather	SUPP	DST	Extd School Year Services, Summer 2014-up to 10 hrs	\$35/hr	\$280.00
Myers, Erin	PSC	DST	Extd School Year Services, Summer 2014-up to 36 hrs	\$35/hr	\$1,260.00
Wynne, Kaycee	SUPP	DST	Extd School Year Services, Summer 2014-up to 10 hrs	\$35/hr	\$280.00
Booth, Kristina	SUPP	DST	Transition Days, June 2014 (up to 4 days)	per diem	\$1,455.00
Hardesty, Heather	SUPP	DST	Tutor, Home Instruction, not to exceed 5 hrs	\$35/hr	\$175.00
Milligan, Heather	SUPP	ES	Reading Camp Instructor, ES, 40 hrs max	\$35/hr	\$1,400.00
Post, Katherine	PSC	ATH	Lacrosse Girls, District/Regional/State Competition	1%	\$366.40
Young, Marc	PSC	ATH	Tennis, Boys, District/Regional/State Competition	1%	\$366.40
Savage, Susan	SUPP	ATH	Track, Boys-Girls, Dist/Regional/State Competition	1%	\$366.40

C. Retirements/Resignations

Last Name	First Name	Assignment	Building	Effective Date
Ignatz	Jama	Grade 4	Elementary	August 11, 2014

D. Tuition Reimbursements

EMPLOYEE	COURSE	COLLEGE	TUITION
Deborah Cook	Technology and 21 st Century	Walden University	\$510.00
Deborah Cook	Motivating Today's Learner	Walden University	\$510.00
Ty Ignatz	Implementing 21 st Century Mathematics Reform	Miami University	\$150.00
Charlotte Yarnell	IDiscovery Science Reform Workshop	Miami University	\$150.00

Roll call vote was as follows:

Dr. Hooker, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

APPROVAL OF BIDS (061405) Dr. Hooker moved, seconded by Mr. Sharp, to approve the following bids for Middle School/High School Mechanical Systems Upgrades:

1. Water Chiller Equipment (2) – York/Johnson Controls, Inc. \$299,000
2. General Construction, including structural and site work – Perkins/Carmack Construction
 - a. Base Bid \$860,000
 - b. Alternate Bid GC-1, Certain Roofing, Add \$ 40,000 \$900,000
3. Mechanical Work, including plumbing, HVAC, Integrated Automation Work – Blau Mechanical, Inc.
 - a. Base Bid \$794,000
 - b. Alternate Bid M-3, MS Gym Air Conditioning, add \$ 84,000
 - c. Alternate Bid M-4, Control Upgrade, add \$ 17,000
 - d. Alternate Bid M-5, Boiler, Pumps, etc, add \$184,000
 - e. Alternate Bid M-67, Underground Piping to Auditorium \$384,000 \$1,463,000

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APPROVAL OF BIDS (061405) – continued

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| 4. Electric Work – Atkins & Stang, Inc. | | |
| a. Base Bid | \$125,400 | |
| b. Alternate Bid E-5, electric work associated with M-5 | \$ 1,700 | \$127,100 |
| 5. Cooling Tower Equipment (2) – Stoermer-Anderson (Marley) | | |
| a. Base Bid | \$172,800 | |
| b. Alternate Bid CT-2, Stainless Steel Cooling Towers | \$ 20,600 | \$193,400 |

Roll call vote was as follows:

Dr. Hooker, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

APPROVAL OF TAX INCREMENT FINANCING EXEMPTION (061406) Mr. Sharp moved, seconded by Dr. Hooker, to approve the following Agreement for a Tax Increment Financing Exemption with Sycamore Township related to Scott Street Partners – II LLC – 5.1833 acres, Northcreek Drive, Sycamore Township, as follows:

TAX INCENTIVE AND SCHOOL DISTRICT REIMBURSEMENT AGREEMENT

This Tax Incentive and School District Reimbursement Agreement (the “Agreement”) is made and entered into as of the ____ day of _____, 2014 between the Indian Hill Exempted Village School District, Hamilton County, Ohio, a school district and political subdivision of the state of Ohio, (the “School District”), and the Board of Township Trustees of Sycamore Township, Hamilton County, Ohio (the “Township”).

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 has, by resolutions of the Board of Township Trustees of the Township (the “Township Resolutions”), granted the TIF Exemption and authorized 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.

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APPROVAL OF TAX INCREMENT FINANCING EXEMPTION (061406) - continued

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) 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.

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 receipts 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 of 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 affect the entire Agreement but only that part declared to be unconstitutional, invalid or illegal.

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APPROVAL OF TAX INCREMENT FINANCING EXEMPTION (061406) - continued

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.

Roll call vote was as follows:

Dr. Hooker, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

APPROVAL TO PAY INVOICES (061407) Mr. Sharp moved, seconded by Dr. Hooker, to approve the following invoices prior to payment in accordance with Section 5705.41 (D)(1):

VENDOR	ITEM DESCRIPTION	AMOUNT
Advanced Placement Exams	Cost for AP Exams	\$66,301.00
Great Oaks Institute of Technical Career Development	Registration and Lodging for DECA State and Nationals	\$17,664.00

Roll call vote was as follows:

Dr. Hooker, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

EXECUTIVE SESSION (061408) Dr. Hooker moved, seconded by Mrs. Johnston, to go into Executive Session at 6:50 p.m. to discuss personnel matters related to teacher contract negotiations. Roll call vote was as follows:

Dr. Hooker, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

The Board reconvened its special session at 7:37 p.m.

ADJOURNMENT (061409) Dr. Hooker moved, seconded by Mrs. Johnston, to adjourn the regular meeting of the Indian Hill Board of Education at 7:38 p.m. on June 9, 2014. Roll call vote was as follows:

Dr. Hooker, aye
Mr. Lutz, aye

Mrs. Johnston, aye
Mr. Sharp, aye

Mrs. Lewis, aye

Board President

Treasurer