

**CELINA CITY BOARD OF EDUCATION
NOVEMBER 23, 2009**

The Celina City Board of Education met in regular session on November 23, 2009 at 6:03 p.m. at the Franklin Elementary School, site of the Mercer County Head Start Program. Mr. Gilmore called the meeting to order and led those in attendance in the Pledge of Allegiance. Mr. Fetters, Mr. Gilmore, Mrs. Hoyng, Mrs. Paulus and Mrs. Piper answered the roll call.

09-33 On a motion by Mrs. Piper, seconded by Mrs. Paulus, the Board set the agenda as presented.

VOTE: Mr. Fetters: Aye, Mr. Gilmore: Aye, Mrs. Hoyng: Aye, Mrs. Paulus: Aye, Mrs. Piper: Aye. Approved.

During the reception of the public, the Board received a Proclamation for American Education Week from Celina Mayor, Sharon LaRue. The Board also heard preliminary plans from Emily Harner and Bryant Miller on the Community Service Day Project. Mrs. Carol Schroyer, Head Start Director, also reported to the Board.

09-34 The Board on a motion by Mrs. Paulus, seconded by Mrs. Piper, approved the presentation of the consensus agenda.

Treasurer's Report – Mr. Mike Marbaugh

1. Approve the minutes of the October 19, 2009 regular meeting.
2. Approve checks written for October 2009 of \$2,842,617.13. Total expenditures for October 2009 were \$2,257,307.11.
3. Approve investments for the period. The balance as of November 19, 2009 is \$17,935,105.23.
4. Approve adjustments to the FY 09 permanent appropriation resolution. (Note: only the adjustments to the prior document appear in the Minutes).

<u>6</u>	<u>Food Service</u>	<u>PRESENT</u>	<u>PROPOSED</u>
100	Salary/wages	\$300,000.00	\$450,000.00
200	Fringe Benefits	<u>\$175,000.00</u>	<u>\$225,000.00</u>
	Total	\$475,000.00	\$675,000.00
	Increase by \$200,000.00		
<u>22</u>	<u>Agency Funds</u>		
800	Other Expenditures	\$50,000.00	\$10,000.00
	Decrease by \$40,000.00		
<u>439</u>	<u>Public Preschool</u>		
100	Salary/wages	\$35,168.14	\$35,018.14
400	Purchased Services	<u>\$400.00</u>	<u>\$550.00</u>
	Total	\$35,568.14	\$35,568.14
<u>451</u>	<u>School Accounting Network</u>		
400	Purchased Services	\$18,000.00	\$12,000.00

Decrease by \$6,000.00

525 Federal Head Start

100	Salary/ Wages	\$304,719.00	\$625,000.00
200	Fringe Benefits	\$168,999.00	\$335,000.00
400	Purchased Services	\$54,500.00	\$130,000.00
500	Supplies	\$58,650.79	\$120,000.00
700	Capital Outlay-Replacement	\$8,000.00	\$90,500.00
800	Other Expenditures	<u>\$1,125.00</u>	<u>\$1,775.00</u>
	Total	\$595,993.79	\$1,302,275.00

Increase by \$706,281.21

532 Fiscal Stabilization Fund (ARRA General Fund)

200	Fringe Benefits	\$445,900.00	\$435,900.00
400	Purchased Services	<u>\$20,000.00</u>	<u>\$30,000.00</u>
	Total	\$465,900.00	\$465,900.00

5. Approve the October 2009 SM-2.
6. Approval of donations:
 - a. From Athletic Boosters – tennis equipment \$1,750.00 Athletics
 - b. From Athletic Boosters – awards \$2,300.00 Athletics
 - c. From Gerald R. Conover misc. equipment \$3,838.25 General Fund
7. Approval of an investment agreement with Ross Sinclair & Associates for investing up to \$5,000,000.00 in interim/active funds.

Business Manager's Report – Mr. Kevin Mast

Personnel

1. Recommend approval of the following substitutes for the 2009-10 school year:
Pamela Faller Kim Jones
2. Recommend approval to hire Megan Bornhorst, HS secretary, Step 0/207 days/8 hours, effective 08/11/09, completed 60-day probation.
3. Recommend approval to hire Nancy Rindler, HS teacher assistant, Step 0/187 days/6.75 hours, effective 8/25/09, completed 60-day probation.
4. Recommend approval to hire Rebecca Flora, teacher assistant, Step 0/187 days /6.75 hours, effective 8/25/09, completed 60-day probation.
5. Recommend approval to hire Deana Bowers, teacher assistant, Step 0/187 days/6.75 hours, effective 8/25/09, completed 60-day probation.
6. Recommend approval to hire Jerry Miller, van driver, Step 0/186 days/1 hour in a.m., as needed, effective 08/25/09, completed 60-day probation.
7. Recommend approval to hire Jerry Miller, van driver, Step 0/186 days/1 hour in p.m., as needed, effective 08/25/09, completed 60-day probation.
8. Recommend approval to hire Jetta Mutter, cafeteria worker, Step 0/186 days/2 hours, effective 09/08/09, completed 60-day probation.
9. Recommend approval to hire Denise Berry, cafeteria worker, Step 0/186 days/2 hours, effective 09/14/09, completed 60-day probation.
10. Recommend approval to hire Carol Henderson, educational aide, (2nd job), Step 9/187 days/1.75 hours, effective 10/13/09, completed 30-day probation.

Resolution

1. Recommend approval of a 2-year contract between the Celina City Schools Board of Education and the Ohio Association of Public School Employees (OAPSE).
2. Recommend the Board accept the best bid from Miami International Trucks for the purchase of a 2011 72-passenger ADA compliant bus w/lift. Cost \$80,865 includes trade-in. (Paperwork available Monday night)
3. Recommend approval of an emergency purchase of a Head Start bus. Trade-in – 1991 International 25 passenger. (Paperwork available Monday night)
4. Recommend approval of the Cafeteria Manager’s Compensation Plan.

Part I – Base Salary

	2008-2009	2009-2010	2010-2011
Level 1	17,420	17,708	17,974
Level 2	17,855	18,150	18,423
Level 3	18,301	18,603	18,883
Level 4	18,756	19,066	19,352
Level 5	19,227	19,545	19,839
Level 6	19,708	20,034	20,335
Level 7	20,201	20,535	20,844

Salary schedule effective with the first pay of September each school year.

Payments will be made over 24 pays. Pay dates to be on the tenth and twenty-fifth of each month.

All payments will be made by automatic bank deposit (ACH).

Part II – Responsibility Factor

High School (195 days)	1.25
Middle School (195days)	1.18
Intermediate School (195 days)	1.18
East School (195 days)	1.18
West School (195 days)	1.18

Part III – Level Placement and Advancement

Cafeteria Managers will be placed on the level deemed most appropriate by the Superintendent. Cafeteria Managers will only advance levels at the Superintendent’s discretion. The Superintendent will consider experience, performance, and individual accomplishments when considering level movement. At no time will managers be reduced in level placement.

Part IV – Benefits

The Cafeteria Managers will have the option of enrolling in any of the following fringe benefits. The listing below indicates the fringe benefits available and the employee’s participation cost if the benefit is taken.

	2008-2009	2009-2010	2010-2011
Medical Benefits			
Individual Coverage	\$7.50/month	\$11.00/month	\$13.50/month
Family Coverage	\$15.00/month	\$21.00/month	\$25.00/month
Prescription Benefits			
Individual Coverage	\$3.00/month	\$3.50/month	\$4.00/month
Family Coverage	\$6.00/month	\$8.00/month	\$10.00/month
Dental Benefits			
Individual Coverage	\$1.25/month	\$2.00/month	\$2.50/month
Family Coverage	\$2.50/month	\$4.00/month	\$5.00/month

The Cafeteria Managers have the option to opt-out of the medical insurance benefits and receive 15% of annual PPO premium. The Cafeteria Managers must request this opt-out option during the annual open enrollment period (November) for benefits of each year. Provided that the Cafeteria Managers has remained without the medical benefits, this opt-out payment will be made during October of the following year just prior to the next open enrollment period.

The Cafeteria Managers will be eligible to enroll in a Board provided, \$25,000 life insurance policy.

The Cafeteria Managers will have the option to participate in the optical reimbursement program as provided to all other regular employees of the district.

Part V – Leave Benefits

Cafeteria Managers are entitled to sick leave, personal leave, and any other leave benefits that apply to all other classified employees.

Hours worked on a calamity day (first five calamity days only) may be counted towards the hours and days required by this contract.

Part VI – Certification/Professional Growth

The Board will pay the certification fee and costs associated with dues/workshops of the Ohio Food Service Association.

Part VII – Evaluation

Cafeteria Managers will be evaluated annually in accordance with their job description.

Part VIII – Longevity Credit

For years of service to the Celina City Schools, the Cafeteria Manager shall be paid longevity on the following schedule:

- 10 – 14 years of service \$100.00
- 15 – 19 years of service \$150.00
- 20 – 24 years of service \$200.00
- 25 – 29 years of service \$250.00
- 30+ years of service \$300.00

Part IX – Holiday Pay

Cafeteria Managers will be entitled to the following paid holidays:

- | | |
|------------------|------------------------|
| Labor Day | Martin Luther King Day |
| Thanksgiving Day | Good Friday |
| Christmas Day | Memorial Day |
| New Year's Day | |

Superintendent's Report – Mr. Matt Miller

Personnel

1. Recommend approval of the following substitutes for the 2009-10 school year:
Catherine Baglien Greg Byrum Amy Hess Sara Krick
2. Recommend approval to accept the resignation of Kathleen Everitt, Resource teacher, due to retirement, effective December 31, 2009.
3. Recommend approval of Joann Plattner for nursing services @ \$24.00 per hour, as needed.
4. Recommend approval of Theresa Seewer for nursing services @ \$24.00 per hour, as needed.
5. Recommend approval of the following personnel for the 21st Century grant program:
Becky Posada – teacher Sara Krick – teacher Kim Jones – aide
6. Recommend approval of the following high school students for the 21st Century grant program at the rate of \$7.50 per hour:
Kate Clausen Sierra Garwood
7. Recommend approval of the following supplemental contract for the 2009-10 SY:

- Jenna Schleucher, 7th girl's Basketball Coach Class IV 0 years
8. Recommend approval of the following pupil activity program contract for the 2009-10 SY:
Lynn Samples, Assistant Swimming Coach Class IV 2 years
9. Recommend approval of the following athletic event worker for the 2009-10 SY, as needed:
Kahl LaRue
10. Recommend approval of the following volunteer for the 2009-10 SY, as needed:
Jason Andrews – basketball

Resolutions:

1. Recommend approval of the Administrator Compensation Plan.

Part I – Base Salary

A.	<u>Levels</u>	<u>2008-09</u>	(1.65%) <u>2009-10</u>	(1.50%) <u>2010-11</u>
	Level 1	51,111	51,955	52,735
	Level 2	52,694	53,564	54,368
	Level 3	54,327	55,224	56,053
	Level 4	56,012	56,937	57,792
	Level 5	57,747	58,670	59,551
	Level 6	59,538	60,521	61,429
	Level 7	61,386	62,399	63,335
	Level 8	63,289	64,334	65,300
	Level 9	65,248	66,325	67,320

Teaching/Administrative Longevity Credits

15 years – 4% added to base

25 years – 5% added to base

Level Placement and Advancement

Administrators will be placed on the level deemed most appropriate by the Superintendent. Administrators will only advance levels at the Superintendent's discretion. The Superintendent will consider experience, performance, and individual accomplishments when considering level movement. At no time shall administrators be reduced in level placement.

PART II – Responsibility Factors

- A. Cluster I
Maintenance Supervisor (260 days)
Transportation Supervisor (260 days)
Recruitment/Placement Coordinator (Tri Star) (215 days)
Career Education Coordinator (Tri Star) (215 days)
21st Century Grant Supervisor/Coordinator/Family & Children First Coordinator (Social Services) (215 days)
Factor .75
- B. Cluster II
Assistant Treasurer (260 days)
Factor .95
- C. Cluster III
Assistant High School Principal (260 days)
Assistant Middle School Principal (260 days)
School Psychologist (225 days)
Technology Director (225 days)
Factor 1.12

- D. Cluster IV
 Elementary Principal (260 days)
 Intermediate Principal (260 days)
 Tri Star Vocational Director (260 days)
 Middle School Principal (260 days)
 Athletic Director (260 days)
 Special Education Supervisor (260 days)
 Factor 1.26
- E. Cluster V
 Business Manager or Assistant Superintendent for Business Administration (260 days)
 High School Principal (260 days)
 Curriculum Director (260 days)
 Factor 1.33

PART III – Leave/Benefits

Administrators will be entitled to sick leave, personal leave, and all other leaves commonly granted to the employees of the district. Vacation leave time, which is available to 260 day employees only, is twenty five days per contract year.

Vacation leave requests must be submitted for approval to the Superintendent at least ten days in advance of the use of the leave time on a vacation request form.

Administrators will be reimbursed at their respective calculated per diem rate of day for up to 3 unused vacation days per year.

Benefits which include medical, prescription drug and dental will be provided if selected. The Administrator will contribute toward the cost of the plans selected based upon the schedule below. The amount below is the total contribution if all benefits are selected. If not all benefit plans are selected, this amount will be prorated based upon the premium amounts.

<u>School Year</u>	<u>Single</u>	<u>Family</u>
2009-10	\$40	\$98
2010-11	\$45	\$115

The Administrator will have the option annually of declining the medical benefits and receiving compensation of 15% of the annual payment for the Preferred Provider Medical Plan. This is an annual calendar year election.

Life insurance will be provided as described in the respective employee’s contract.

Severance pay is a reward for service to the district.

Severance pay is based upon the accumulation and use of sick leave. For the purposes of severance pay, this accumulation is unlimited. Each day accumulated and each day used will affect the amount of severance pay the respective employee will receive upon retirement.

At the time of the employee’s retirement through their respective retirement system, the following severance pay calculation will be made:

- a. The first 160 days of accumulated severance leave will be payable at 25% of his/her per diem rate of pay excluding any supplemental compensation and Board paid retirement.
- b. The next 160 days of accumulated severance leave will be payable at 20% of his/her per diem rate of pay excluding any supplemental compensation and Board paid retirement.
- c. The balance of any accumulated severance leave will be payable at 15% of his/her per diem rate of pay excluding any supplemental compensation and Board paid retirement.

Such payment will only be made once to an employee and shall eliminate all sick leave and severance leave accumulations

Other benefits may be included in the respective employee’s contract.

PART IV – Supplemental Contracts

Local Professional Development Committee - \$500.00

Summer School Director - .0775% of Administrative Base Salary

2. Recommend approval of the Executive Secretary Compensation Plan.

Part I – Base Salary

	2008-2009	2009-2010	2010-2011
Level 1	31,258	31,774	32,281
Level 2	32,196	32,728	33,219
Level 3	33,162	33,710	34,216
Level 4	34,157	34,721	35,242
Level 5	35,181	35,752	36,289

Salary schedule effective with the first pay of August.

Payments will be made over twenty four pays. Pay dates will be the tenth and twenty-fifth of each month.

All payments will be made direct bank deposit (ACH).

Part II – Responsibility Factor

Superintendent Secretary (260 days)	1.10
Special Education Secretary (260 days)	1.05
Administrative Technology Assistant (260 days)	1.05
Treasurer’s Secretary (260 days)	1.00
Business/Reception Secretary (260 days)	1.00
Tri Star Secretary (260 days)	1.00
Food Service Assistant (210 days)	0.95

Part III – Level Placement and Advancement

Executive Secretaries will be placed on the level deemed most appropriate by the Superintendent.

The Executive Secretaries will only advance at the Superintendent’s discretion. The Superintendent will consider experience, performance, and individual accomplishments when considering level placement. At no time will the Executive Secretaries be reduced in level placement.

Part IV – Benefits

Executive Secretaries will have the option of enrolling in any of the following fringe benefits. The listing below indicates the fringe benefits available and the employee’s participation cost if the benefit is taken.

<u>Medical Benefits</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Individual Coverage	\$8.50/month	\$11.00/month	\$13.50/month
Family Coverage	\$17.00/month	\$21.00/month	\$25.00/month
<u>Prescription Benefits</u>			
Individual Coverage	\$3.50/month	\$3.50/month	\$4.00/month
Family Coverage	\$7.00/month	\$8.00/month	\$10.00/month
<u>Dental Benefits</u>			
Individual Coverage	\$1.25/month	\$2.00/month	\$2.50/month
Family Coverage	\$2.50/month	\$4.00/month	\$5.00/month

The Executive Secretaries have the option to opt-out of the medical insurance benefits and receive 15% of annual medical premium. The Executive Secretary must request this opt-out option during the annual open enrollment period (November) for benefits of each year. Provided that the Executive Secretary has remained without the medical benefits,

this opt-out payment will be made during October of the following year just prior to the next open enrollment period.

The Executive Secretaries will be eligible to enroll in a Board provided, \$25,000 life insurance policy.

Executive Secretaries will have the option to participate in the optical reimbursement program as provided to all other regular employees of the district.

Part V – Leaves

Vacation leave will be based upon total service to the district. Vacation will be deemed earned based upon completed service as of August 1st of each year and based upon the following chart:

1-8 years of service	3 weeks
9-17 years of service	4 weeks
18+ years of service	5 weeks

The vacation use period is September 1 through August 31 of each year. Vacation may not be carried over except with the written permission of the Superintendent.

(*210 day employees are not eligible for vacation)

Executive Secretaries are entitled to the other leave benefits as provided all other classified employees.

Part VI – Holidays

Executive Secretaries shall be entitled to the following holidays:

Labor Day	New Year’s Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	President’s Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day
New Year’s Eve	Independence Day (July 4 th)

(*210 day employees are not eligible for the Independence Day Holiday)

Part VII – Longevity Credit

For years of service to the Celina City Schools, the Executive Secretary shall be paid longevity on the following schedule:

2-9 years of service	\$ 50.00
10-14 years of service	\$100.00
15-19 years of service	\$150.00
20-24 years of service	\$200.00
25-29 years of service	\$250.00
30+ years of service	\$300.00

Part VIII – Professional Growth

Executive Secretaries will be reimbursed up to \$400.00 per year for professional growth or workshops and courses that are approved by their direct supervisor and enhance one’s skills to perform one’s duties.

Executive Secretaries will have their dues paid for their local and state organizations up to \$300.00 per year.

Part IX – Calamity Day

Any 260 day Executive Secretary will receive one hour of additional vacation time for each hour worked on a calamity day. There is a limit of 40 hours (5 vacation days) and is limited to hours worked on the first five calamity days of each school year. Executive Secretaries not working their complete shift on any additional calamity days will be required to use leave time unless directed not to come to work by the Superintendent.

3. Recommend approval of the Head Start Administrator Compensation Plan.

Part I – Base Salary

<u>A. Levels</u>	<u>Base Salary</u>	<u>Revised Base 12-1-08</u>
Level 1	48,767	50,259
Level 2	50,277	51,815
Level 3	51,836	53,422
Level 4	53,443	55,078
Level 5	55,099	56,785
Level 6	56,808	58,546
Level 7	58,571	60,363
Level 8	60,386	62,234
Level 9	62,256	64,160

*The Base Salary will be changed in conjunction with the cost of living adjustments (COLA) received by the program retroactive to December 1, 2008.

Teaching/Administrative Longevity Credits

15 years – 4% added to base

25 years – 5% added to base

Level Placement and Advancement

Administrators will be placed on the level deemed most appropriate by the Superintendent. Administrators will only advance levels at the Superintendent's discretion. The Superintendent will consider experience, performance, and individual accomplishments when considering level movement. At no time shall administrators be reduced in level placement.

PART II – Responsibility Factors

A. Director of Early Childhood Services (215 days) Factor .55

B. Head Start Executive Director (260 days) Factor .95

PART III – Leave/Benefits

Administrators will be entitled to sick leave, personal leave, and all other leaves commonly granted to the employees of the district. Vacation leave time, which is available to 260 day employees only, is twenty five days per contract year.

Vacation leave requests must be submitted for approval to the Superintendent at least ten days in advance of the use of the leave time on a vacation request form.

Administrators will be reimbursed at their respective calculated per diem rate of day for up to 3 unused vacation days per year.

Benefits which include medical, prescription drug and dental will be provided if selected. The Administrator will contribute toward the cost of the plans selected based upon the schedule below. The amount below is the total contribution if all benefits are selected. If not all benefit plans are selected, this amount will be prorated based upon the premium amounts.

<u>School Year</u>	<u>Single</u>	<u>Family</u>
2008-09	\$40	\$80
2009-10	\$40	\$98
2010-11	\$45	\$115

The Administrator will have the option annually of declining the medical benefits and receiving compensation of 15% of the annual payment for the Preferred Provider Medical Plan. This is an annual calendar year election.

Life insurance will be provided as described in the respective employee's contract.

Severance pay is a reward for service to the district.

Severance pay is based upon the accumulation and use of sick leave. For the purposes of severance pay, this accumulation is unlimited. Each day accumulated and each day used will affect the amount of severance pay the respective employee will receive upon retirement.

At the time of the employee's retirement through their respective retirement system, the following severance pay calculation will be made:

- a. The first 160 days of accumulated severance leave will be payable at 25% of his/her per diem rate of pay excluding any supplemental compensation and Board paid retirement.
- b. The next 160 days of accumulated severance leave will be payable at 20% of his/her per diem rate of pay excluding any supplemental compensation and Board paid retirement.
- c. The balance of any accumulated severance leave will be payable at 15% of his/her per diem rate of pay excluding any supplemental compensation and Board paid retirement.

Such payment will only be made once to an employee and shall eliminate all sick leave and severance leave accumulations

Other benefits may be included in the respective employee's contract.

4. Recommend approval in change of title for Kevin Mast from Business Manager to Assistant Superintendent for Business Administration.

Head Start

The Board reviewed the Head Start monthly report.

After discussion of the consensus agenda items and with items being removed, Mr. Gilmore called for vote.

VOTE: Mr. Gilmore: Aye, Mrs. Hoyng: Aye, Mrs. Paulus: Aye, Mrs. Piper: Aye,
Mr. Fetters: Aye. Approved.

- 09-35** In other action by the Board of Education, the following items were addressed. On a motion by Mrs. Hoyng, seconded by Mr. Gilmore, the Board acted on the following items.

- A. Recommend approval of revisions in the TIF Compensation Agreement with the City of Celina.

This Compensation Agreement (this "Agreement") is made and entered into by and between the Celina City School District (the "School District") and the City of Celina (the "City") under the circumstances summarized in the following recitals:

RECITALS:

WHEREAS, pursuant to Ohio Revised Code Sections 5709.40 through 5709.43 (the "TIF Statutes"), particularly Ohio Revised Code Section 5709.40(C), the Council of the City passed Ordinance No. 57-03-O on October 23, 2003 (the "Original Grand Lake TIF Ordinance") that (i) created an incentive district (the "Original Grand Lake TIF District"), (ii) declared improvements to the parcels of real property located within the Original Grand Lake TIF District to be a public purpose, (iii) exempted the increase assessed value of those parcels (such increased value of any parcels is hereinafter referred to as the "Improvement" and is an "Improvement" as defined in the TIF Statutes) from real property taxes for a period of 15 years commencing with the tax year the Improvement first appeared on the tax list and duplicate of real and public utility property, (iv) required the owners of the parcels to make payments in lieu of the exempted taxes (such payments in lieu of taxes hereinafter referred to as the "Service Payments") to the Treasurer of Mercer County, and (v) authorized an agreement by and between the City and the School District dated as of October 23, 2003 (the "Original Grand Lake Compensation Agreement") that provided that the City would compensate the School District for 25% of the real property taxes that the School District would have received for the Improvement of the parcels located in the Original Grand Lake TIF District but for the exemption enacted by the Original Grand Lake TIF Ordinance; and

WHEREAS, the School District and the City executed and delivered the Original Grand Lake Compensation Agreement; and

WHEREAS, pursuant to the TIF Statutes, particularly Ohio Revised Code Section 5709.40(C), the Council of the City passed Ordinance No. 56-04-O on September 27, 2006 (the

"Supplemental Grand Lake TIF Ordinance", and together with the Original Grand Lake TIF Ordinance, the "Grand Lake TIF Ordinance") that (i) increased the territory of the Original Grand Lake TIF District to include additional parcels of real property (the Original Grand Lake TIF District as increased, the "Grand Lakes TIF District"), (ii) declared the improvements to the additional parcels of real property to be a public purpose, (iii) exempted the Improvement of all parcels of real property located within the Grand Lake TIF District from real property taxes for a period of 25 years commencing with the tax year the Improvement first appeared on the tax list and duplicate of real and public utility property, (iv) required the owners of all the parcels located within the Grand Lake TIF District to make Service Payments to the Treasurer of Mercer County, and (v) authorized an agreement by and between the School District and the City dated as of September 27, 2004 (the "Supplemental Grand Lake Compensation Agreement", and together with the Original Grand Lake Compensation Agreement, the "Grand Lake Compensation Agreement") that provided that the City would compensate the School District for 25% of the amount of real property taxes the School District would have received on the Improvement of the parcels located in the Grand Lakes TIF District but for the exemption enacted by the Grand Lake TIF Ordinance; and

WHEREAS, the School District and the City executed and delivered the Supplemental Grand Lake Compensation Agreement; and

WHEREAS, pursuant to the TIF Statutes, particularly Ohio Revised Code Section 5709.40(C), the Council of the City passed Ordinance No. 46-04-O on September 27, 2004 (the "Mersman TIF Ordinance") that (i) created an incentive district (the "Mersman TIF District"), (ii) declared improvements to the parcels of real property located within the Mersman TIF District to be a public purpose, (iii) exempted the Improvement of the parcels located within the Mersman TIF District from real property taxes for a period of 25 years commencing with the tax year the Improvement first appeared on the tax list and duplicate of real and public utility property, (iv) required the owners of the parcels to make Service Payments to the Treasurer of Mercer County, and (v) authorized an agreement by and between the City and the School District dated as of September 27, 2004 (the "Mersman Compensation Agreement") that provided that the City would compensate the School District for 25% of the real property taxes that the School District would have received for the Improvement of the parcels located in the Mersman TIF District but for the exemption enacted by the Mersman TIF Ordinance; and

WHEREAS, the School District and the City executed and delivered the Mersman Compensation Agreement; and

WHEREAS, pursuant to the TIF Statutes, particularly Ohio Revised Code Section 5709.40(C), the Council of the City passed Ordinance No. 48-04-O on September 27, 2004 (the "Havemann Road TIF Ordinance") that (i) created an incentive district (the "Havemann Road TIF District"), (ii) declared improvements to the parcels of real property located within the Havemann Road TIF District to be a public purpose, (iii) exempted the Improvement of the parcels located within the Havemann Road TIF District from real property taxes for a period of 25 years commencing with the tax year the Improvement first appeared on the tax list and duplicate of real and public utility property, (iv) required the owners of the parcels to make Service Payments to the Treasurer of Mercer County, and (v) authorized an agreement by and between the City and the School District dated as of September 27, 2004 (the "Havemann Road Compensation Agreement") that provided that the City would compensate the School District for 25% of the real property taxes that the School District would have received for the Improvement of the parcels located in the Havemann Road TIF District but for the exemption enacted by the Havemann TIF Ordinance; and

WHEREAS, the School District and the City executed and delivered the Havemann Road Compensation Agreement; and

WHEREAS, pursuant to the TIF Statutes, particularly Ohio Revised Code Section 5709.40(C), the Council of the City passed Ordinance No. 50-04-O on September 27, 2004 (the "Staeger Road TIF Ordinance") that (i) created an incentive district (the "Staeger Road TIF District"), (ii)

declared improvements to the parcels of real property located within the Staeger Road TIF District to be a public purpose, (iii) exempted the Improvement of the parcels located within the Staeger Road TIF District from real property taxes for a period of 25 years commencing with the tax year the Improvement first appeared on the tax list and duplicate of real and public utility property, (iv) required the owners of the parcels to make Service Payments to the Treasurer of Mercer County, and (v) authorized an agreement by and between the City and the School District dated as of September 27, 2004 (the "Staeger Road Compensation Agreement") that provided that the City would compensate the School District for 25% of the real property taxes that the School District would have received for the Improvement of the parcels located in the Staeger Road TIF District but for the exemption enacted by the Staeger Road TIF Ordinance; and

WHEREAS, The School District and the City executed and delivered the Staeger Road Compensation Agreement; and

WHEREAS, pursuant to the TIF Statutes, particularly Ohio Revised Code Section 5709.40(C), the Council of the City passed Ordinance No. 52-04-O on September 27, 2004 (the "State Route 703 TIF Ordinance") that (i) created an incentive district (the "State Route 703 TIF District"), (ii) declared improvements to the parcels of real property located within the State Route 703 TIF District to be a public purpose, (iii) exempted the Improvement of the parcels located within the State Route 703 TIF District from real property taxes for a period of 25 years commencing with the tax year the Improvement first appeared on the tax list and duplicate of real and public utility property, (iv) required the owners of the parcels to make Service Payments to the Treasurer of Mercer County, and (v) authorized an agreement by and between the City and the School District dated as of September 27, 2004 (the "State Route 703 Compensation Agreement") that provided that the City would compensate the School District for 25% of the real property taxes that the School District would have received for the Improvement of the parcels located in the State Route 703 TIF District but for the exemption enacted by the State Route 703 TIF Ordinance; and

WHEREAS, the School District and the City executed and delivered the State Route 703 Compensation Agreement; and

WHEREAS, pursuant to the TIF Statutes, particularly Ohio Revised Code Section 5709.40(C), the Council of the City passed Ordinance No. 54-04-O on September 27, 2004 (the "State Route 29 West TIF Ordinance") that (i) created an incentive district (the "State Route 29 West TIF District"), (ii) declared improvements to the parcels of real property located within the State Route 29 West TIF District to be a public purpose, (iii) exempted the Improvement of the parcels located within the State Route 29 West TIF District from real property taxes for a period of 25 years commencing with the tax year the Improvement first appeared on the tax list and duplicate of real and public utility property, (iv) required the owners of the parcels to make Service Payments to the Treasurer of Mercer County, and (v) authorized an agreement by and between the City and the School District dated as of September 27, 2004 (the "State Route 29 West Compensation Agreement") that provided that the City would compensate the School District for 25% of the real property taxes that the School District would have received for the Improvement of the parcels located in the State Route 29 West TIF District but for the exemption enacted by the State Route 29 West TIF Ordinance; and

WHEREAS, the School District and the City executed and delivered the State Route 29 West Compensation Agreement; and

WHEREAS, pursuant to the TIF Statutes, particularly Ohio Revised Code Section 5709.40(C), the Council of the City passed Ordinance No. 69-05-O on December 19, 2005 (the "Market Street TIF Ordinance", and together with the Grand Lake TIF Ordinance, the Havemann Road TIF Ordinance, the Mersman TIF Ordinance, the Staeger Road TIF Ordinance, the State Route 703 TIF Ordinance and the State Route 29 West TIF Ordinance, the "TIF Ordinances") that (i) created an incentive district (the "Market Street TIF District", and together with the Grand Lake TIF District, the Havemann Road TIF District, the Mersman TIF District, the Staeger Road TIF District, the State Route 703 TIF District and the State Route 29 West TIF District, the "TIF

Districts"), (ii) declared improvements to the parcels of real property located within the Market Street TIF District to be a public purpose, (iii) exempted the Improvement of the parcels located within the Market Street TIF District from real property taxes for a period of 25 years commencing with the tax year the Improvement first appeared on the tax list and duplicate of real and public utility property, (iv) required the owners of the parcels to make Service Payments to the Treasurer of Mercer County, and (v) authorized an agreement by and between the City and the School District dated as of December 19, 2005 (the "Market Street Compensation Agreement", and together with the Grand Lake Compensation Agreement, the Mersman Compensation Agreement, the Havemann Road Compensation Agreement, the Staeger Road Compensation Agreement, the State Route 703 Compensation Agreement and State Route 29 West Compensation Agreement, the "Prior Compensation Agreements") that provided that the City would compensate the School District for 25% of the real property taxes that the School District would have received for the Improvement of the parcels located in the Market Street TIF District but for the exemption enacted by the Market Street TIF Ordinance; and

WHEREAS, the School District and the City executed and delivered the Market Street Compensation Agreement; and

WHEREAS, the General Assembly of the State of Ohio has amended the calculation of the State School Foundation Payments pursuant to Ohio Revised Code Section 3317.021 to include certain compensation payments paid in connection with property exempted from real property taxes pursuant to ordinances passed pursuant to Ohio Revised Code Section 5709.40(C); and

WHEREAS, the City desires to hold the School District harmless from the effect of the changes to the calculation of the State School Foundation Payments enacted by the General Assembly;

NOW, THEREFORE, in consideration of the foregoing recitals, and their mutual agreements contained herein, and intending to be legally bound thereby, the School District and the City agree as follows:

Section 1. Termination of the Prior Compensation Agreements. The Prior Compensation Agreements are hereby terminated.

Section 2. Compensation Payments to the School District. The City hereby agrees and covenants to pay to the School District the following payments:

(a) In each year that Service Payments related to the Improvement of any parcel located in the TIF Districts are received by the City from the Treasurer of Mercer County, the City shall pay to the School District an amount equal to 25% of the real property taxes the School District would have received for the Improvement of any parcel in the TIF Districts but for the exemption of the real property taxes on the Improvement enacted by the TIF Ordinances (the "Basic Compensation Payment"), and

(b) An amount equal to (i) the amount of School Foundation Payments received by the School District in the immediately preceding Fiscal Year, minus (ii) the amount of School Foundation Payments the School District would have received in the immediately preceding Fiscal Year if the exemption from taxation on the improvements to the property within the TIF Districts had not been granted pursuant to the TIF Ordinances (the "Foundation Compensation Payment"). As used herein, (A) "Fiscal Year" means the 12-month period commencing July 1 of any year and ending June 30 of the following year; provided, however, if the fiscal year prescribed for the calculation of School Foundation Payments in the School Foundation Statutes changes, "Fiscal Year" shall mean the fiscal year prescribed for the calculation of School Foundation Payments in the School Foundation Statutes; (B) "School Foundation Payments" means the amount of "Total Formula Aid" as currently shown on Ohio Department of Education – Division of School Finance Form SF3, or any successor to that term on that form or any successor to that form, to the School District from the State for any Fiscal Year calculated pursuant to the School Foundation Statutes; and (C) "School Foundation Statutes" means Ohio Revised Code Chapter 3317 or any successor thereto, as amended from time to time. The foregoing notwithstanding, any annual payment by the City pursuant to Sections 2(a) and 2(b)

shall be capped at a total amount equal to 40% of the real property taxes on the improvements of the property within the TIF Districts in such applicable Fiscal Year if the exemption from taxation on the improvements to the property within the TIF Districts had not been granted pursuant to the TIF Ordinances.

Section 3. Calculation and Timing of Compensation Payments. (a) The City shall be responsible for the initial determination of each Basic Compensation Payment. The City shall, semiannually within 30 days from the City's receipt of the Service Payments from the County Auditor, pay to the School District the Basic Compensation Payment attributable to such one-half year for which such Service Payments are received from the County Auditor by the City. In connection with the determination and payment of the Basic Compensation Payments:

(i) The City shall provide to the School District (A) written notice of its determination of the Basic Compensation Payment due for the immediately succeeding Basic Compensation Payment, and (B) supporting calculations for each TIF District of its determination of the amount of that Basic Compensation Payment.

(ii) If the School District disputes the City's calculation of the amount of Basic Compensation Payment, the School District shall provide written notice to the City within thirty days. This notice shall provide (A) the School's determination of the amount of Basic Compensation Payment then due, and (B) the School District's supporting calculations of its determination of the amount of Basic Compensation Payment. Failure to provide such notice shall be deemed as the School District's agreement with the City's calculations.

(iii) If the amount of the Basic Compensation Payment finally determined is less than the amount paid by the City, within 30 days of the final determination of the amount of the Basic Compensation Payment the School District shall remit to the City the difference between the amount paid by the City and the amount of the Basic Compensation Payment finally determined.

(iv) If the amount of the Basic Compensation Payment finally determined is greater than the amount paid by the City, within 30 days after the final determination of the amount of the Basic Compensation Payment the City shall pay to the School District an amount equal to the difference between the amount of the Basic Compensation Payment finally determined and the amount paid by the City.

(b) The School District shall be responsible for the calculation of each Foundation Compensation Payment. In connection with the determination and payment of the Foundation Compensation Payments:

(i) The School District shall prepare and deliver its invoice of the amount of the Foundation Compensation Payment then due within 90 days after the end of each Fiscal Year, which invoice shall also provide (A) written notice of the aggregate amount of School Foundation Payments the School District actually received in the immediately preceding Fiscal Year, and (B) written notice and supporting calculations of the School District's determination of the amount of School Foundation Payments the School District would have received in the immediately preceding Fiscal Year if the exemption of real property taxes on the Improvement of parcels in the TIF Districts had not been granted pursuant to the TIF Ordinances. Subject to the provisions of this paragraph (b), within 30 days of the City's receipt from the School District of an invoice of the amount of the Foundation Compensation Payment then due, the City shall pay to the School District the Foundation Compensation Payment then due.

(ii) If the City disputes the School District's determination of the amount of a Foundation Compensation Payment, the City shall provide written notice to the School District of the dispute prior to the date the Foundation Compensation Payment is due, which notice shall provide (A) the City's determination of the amount of Foundation Compensation Payment, and (B) the City's supporting calculations of its determination of the amount of Foundation Compensation Payment. Failure to provide such notice shall be deemed as the City's agreement with the School District's calculations.

(iii) If the City disputes the School District's determination of the amount of a Foundation Compensation Payment, the City shall pay the amount of the Foundation Compensation Payment as determined by the City.

(iv) If the amount of the Foundation Compensation Payment finally determined is less than the amount paid by the City, within 30 days of the final determination of the amount of the Foundation Compensation Payment the School District shall remit to the City the difference between the amount paid by the City and the amount of the Foundation Compensation Payment finally determined.

(v) If the amount of the Foundation Compensation Payment finally determined is greater than the amount paid by the City, within 30 days after the final determination of the amount of the Foundation Compensation Payment the City shall pay to the School District an amount equal to the difference between the amount of the Foundation Compensation Payment finally determined and the amount paid by the City.

(c) Intentionally omitted.

(d) In the event of any dispute, the City and the School District shall work diligently to agree on the amount of the Basic Compensation Payment or the Foundation Compensation Payment then due. If the City and the School District cannot agree on the amount of the Basic Compensation Payment or the Foundation Compensation Payment then due within 30 after notice of any dispute, the City and the School District may choose to pursue any available dispute resolution mechanism, including utilization of one or more expert consultants and including arbitration in a manner similar to the procedure set forth in R.C. 1332.08.

(e) Payment to be made to the School District shall be made to the Treasurer of the School District at:

Treasurer's Office
Celina City School District Board of Education
585 East Livingston Street
Celina, Ohio 45822

or to such address the Board of Education may from time to time direct in writing.

(f) Payment to be made to the City shall be made to the Auditor of the City at:

City of Celina
Attn: Auditor
426 W. City Market Street
Celina, Ohio 45822

or to such address the City may from time to time direct in writing.

Section 4. Miscellaneous Provisions. The terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns (including successive as well as immediate successors and assigns).

This Agreement is governed by and construed in accordance with the laws of the State of Ohio.

The failure of any party hereto to enforce at any time any of provisions of this Agreement shall in no way be construed to be a waiver of any such provision(s), nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every such provision(s). No waiver or any breach of or noncompliance with this Agreement shall be held to be a waiver of any other or subsequent breach or noncompliance.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and together shall constitute one and the same agreement.

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind or nature between the parties with respect to the subject matter of this Agreement.

If any provisions of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions, one of which would render the provision invalid, then such provision shall have the meaning which renders it valid.

The captions contained in this Agreement were included only for convenience or reference and do not define, limit, explain or modify this Agreement or its interpretation, construction, or meaning and are in no way to be construed as a part of this Agreement.

Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing, addressed as follows and sent by first class mail or professional courier:

If to the School District:

Superintendent and Treasurer
Celina City School District Board of Education
585 East Livingston Street
Celina, Ohio 45822

If to the City:

Mayor and Auditor
City of Celina
426 West Market Street
Celina, Ohio 45822

or at such address as may be specified by any party, from time to time, by prior written notification.

Approval of base pay increases for Matt Miller, Superintendent and Mike Marbaugh, Treasurer of 1.65% effective on August 1, 2009 and an additional 1.50% effective August 1, 2010.

VOTE: Mrs. Hoyng, Mrs. Paulus: Aye, Mrs. Piper: Aye, Mr. Fetters: Aye,
Mr. Gilmore: Aye. Approved.

With no other business, the meeting was adjourned at 6:52 p.m.

Board President

Treasurer