

**MARIEMONT CITY SCHOOL DISTRICT**  
**Special Board of Education Meeting**  
**Mariemont Board of Education Office**  
**February 28, 2013**  
**8:45 a.m.**

**Call to Order**

The Board of Education of the Mariemont City Schools was called to order at 78:45 a.m. in the Mariemont Board of Education office on February 28, 2013 , with Vice President Marie Huenefeld in the chair.

**Roll Call**

Mr. Flynn, Mrs. Huenefeld, and Mr. White were present. Mrs. Lucas and Mr. Imhoff were present. Mrs. Braun and Mrs. Walter were absent.

**Pledge of Allegiance**

**Hearing of the Public**

The Board provided for a hearing of the public.

**Executive Session**

Mrs. Huenefeld announced that it was necessary to go into executive session to discuss personnel and compensation issues.

Mr. Flynn moved, seconded by Mr. White, to do so. Vote; Mr. White, aye; Mr. Flynn, aye; and Mrs. Huenefeld, aye. Motion carried.

**Out of Executive Session**

**Personnel**

- A. Employ substitute teachers\* for the remainder of the 2012-13 SY:  
Larry Goetz    Nick Westfall    Mike Barbieri  
Jennifer Wilner
- B. Employ Jerry Summerville and Dustin Treftz as van drivers
- C. Accept resignation of Kathy Robb for retirement purposes at the end of the  
2012-13 SY
- D. Employ Amy Wahl as a long-term sub for Amy Skinner to be compensated at  
the differentiated sub pay rate. She will be working the 80% time during the  
week that she is not scheduled to be at Terrace Park.
- E. Resolution to re-employ Natalie Lucas Ex. 1
- F. Employ Effron and Associates for superintendent search Ex. 2
- G. Accept resignation of Paul Imhoff effective July 31, 2013

Mr. Flynn moved, seconded by Mr. White, that the personnel motions be approved. Vote: Mrs. Huenefeld, aye; Mr. Flynn, aye; and Mr. White aye. Motion carried.

**Treasurer's Report**

- A. Safe Routes to School Ex. 3
- B. Set special meeting for March 5 and March 6, 2013 at 5:00 p.m.

Mr. White moved, seconded by Mr. Flynn, to approve the motions contained in the

Treasurer's Report as presented. Vote: Mr. White, aye; Mr. Flynn, aye; and Mrs. Huenefeld, aye. Motion carried.

**Adjournment**

There being no further business to come before the board Mrs. Braun made a motion, seconded by Mr. Flynn that the meeting be adjourned to meet at the call of the president. Vote: All present were in favor.

**Certification**

I certify that the above is a true and correct copy of the proceedings of the Regular Board Meeting of the Mariemont Board of Education.

\* - Contingent upon receipt of a satisfactory criminal records check as determined by the superintendent of schools.

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President

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Treasurer



**CERTIFICATE**

The undersigned hereby certifies that the foregoing is a true and correct copy of a Resolution adopted at a meeting held on the 28 day of February, 2013, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said Resolution.

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Treasurer

**MARIEMONT CITY SCHOOLS BOARD OF EDUCATION  
MARIEMONT, OHIO  
TREASURER'S CONTRACT**

This employment contract is entered into on February 28, 2013, by and between the **Mariemont City School District Board of Education**, hereinafter called the Board, and **Natalie S. Lucas**, hereinafter called the Treasurer. The Board and the Treasurer, for the consideration herein specified, agree as follows:

**1. TERM OF CONTRACT**

The Board, in accordance with its action as found in the minutes of its meeting held on February 28, 2013, hereby employs, and the Treasurer hereby accepts employment as Treasurer for a period commencing on the 4<sup>th</sup> day of March, 2013, and ending on the 31st day of July, 2017.

**2. PROFESSIONAL CERTIFICATION**

The Treasurer shall maintain and furnish to the Board evidence of her maintaining, throughout the life of this Contract, a valid and appropriate certificate to act as Treasurer of schools of the District in accordance with the laws of the State of Ohio.

**3. DUTIES OF TREASURER**

The Treasurer shall perform the duties specified in the laws of the State of Ohio and as set forth in the Job Description for the Treasurer as adopted by the Board, as it may be amended from time to time during the term of this contract. Such Job Description, as so amended, is hereby incorporated in this contract by reference as if fully restated herein.

**4. COMPENSATION**

The Board shall pay the Treasurer at an annual rate of One Hundred Thousand Dollars (\$100,000) to be paid in equal installments in accordance with Board policy, beginning March 4, 2013. This annual rate shall be paid to the Treasurer in accordance with the schedule of salary payment in effect for other administrative personnel.

The Board and the Treasurer may mutually agree to increase the salary of the Treasurer during the term of this Contract as per Ohio Revised Code, but in no event shall the Treasurer be paid less than the salary specified herein unless said reduction is in accordance with a uniform plan as provided by statute. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that the Board and the Treasurer entered into a new contract or that the termination date of the existing contract has been extended unless so stated in the amendment.

**5. OTHER COMPENSATION**

The Treasurer received severance benefits for all but thirty (30) days of accumulated and unused sick leave in accordance with Ohio law and Board policy upon her initial SERS retirement. Treasurer shall be entitled to carry over those thirty (30) sick days after her initial SERS retirement through the Board. Upon her final and complete separation of employment with the Board, Treasurer shall be entitled to severance in accordance with Ohio law and Board policy in the same manner and at the same percentage as other administrative employees of the Board to a maximum of thirty (30) days of accumulated and unused sick days.

The Treasurer shall be entitled to personal leave in accordance with Board policy.

**12. HOLIDAYS**

The Treasurer shall be entitled to legal holidays in accordance with the adopted school calendar.

**13. MOBILE COMMUNICATIONS ALLOWANCE**

In order to facilitate communications between the Treasurer and her staff, to ensure a prompt administrative response to emergencies, and to better utilize the time of Treasurer while she is traveling or otherwise outside the office, the Board shall pay to Treasurer a monthly allowance of Ninety Dollars (\$90) for purposes of acquiring and maintaining a mobile telephone and/or other mobile electronic communications devices. Any equipment or services purchased by Treasurer for the purposes of this section shall be the sole property of Treasurer both during and after the term of this Contract.

**14. MEDICAL EXAMINATION**

Upon request of the Board, the Treasurer does hereby agree to submit to a comprehensive yearly medical examination. A statement certifying to the physical and mental competency or incompetency of the Treasurer shall be provided to the Board President, and the statement shall be treated as confidential information placed in the Treasurer's personnel file. If the medical examination report states that that Treasurer is physically or mentally incompetent to such an extent as to make the Treasurer unable to perform any or all of the duties and such incompetency is permanent, irreparable, or of such nature as to make the performance of the duties impossible, the school board may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate. If there is a question concerning the ability of the Treasurer to competently fulfill her duties, the Board, at its option, may require the Treasurer to undergo an independent evaluation by a physician of Board's choice at the Board's expense. Nothing contained in this Section shall prevent the Treasurer from the utilization in accordance with Ohio law of any accumulated but unused sick leave.

**15. INDEMNIFICATION**

The Board agrees that it shall defend, hold harmless, and indemnify the Treasurer from any and all demands, claims, suits, actions and legal proceedings brought against the Treasurer in her individual capacity as agent and employee of the Board, provided that the incident arose while the Treasurer was acting in good faith and not manifestly outside the scope of her employment or official responsibilities. This indemnification includes all civil demands, claims, suits and legal proceedings, whether threatened or instituted, and also includes criminal legal proceedings,

**MARIEMONT CITY SCHOOL  
DISTRICT BOARD OF EDUCATION**

By: *Ray P. Braun* Date: 3/5/13  
President, Board of Education

By: *Maria Huengfeld* Date: 2/28/13  
Vice-President, Board of Education

I hereby accept the employment indicated above and agree to the terms and conditions thereof.

*Natalie S. Lucas* Date: 2-28-13  
Natalie S. Lucas

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**AGREEMENT FOR CONSULTATION SERVICES**

This agreement is made and entered into the 28<sup>th</sup> day of February by and between Mariemont City Schools and Effron & Associates, LLC, 293 Mestre Pl, North Venice, Florida


During the duration of this agreement, Effron & Associates agrees to provide search services for the District resulting in the naming of a Superintendent. This agreement also includes consultation services related to the communication process and community engagement.

Cost for the search is 13 (thirteen) percent of the starting salary for the new Superintendent unless the to be named Superintendent has a salary under \$100K due to retirement/rehire status. In this case, the District and Effron and Associates will use \$100K as the starting salary. The District will reimburse Effron & Associates for expenses related to the search process such as travel, advertisement and mailing.

The District will pay Effron & Associates a fee of \$4000.00 within 30 days once the search commences with the remainder no later than 30 days after the search.

  
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Effron & Associates, LLC

3/5/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Treasurer/CFO  
Mariemont City School District

3-5-13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President  
Mariemont Board of Education

3/5/13  
\_\_\_\_\_  
Date



**Non-Infrastructure Ordinance Example:**

**Ordinance/Resolution#** 2-28-13

The following is a Resolution enacted by the Marion Mt. Bd. of Ed. of  
(an Ordinance/a Resolution) (Local Public Agency, School Board)

Hamilton County, Ohio, hereinafter referred to as the Applicant, in the matter of the stated described project.

WHEREAS, the United States Congress has set aside monies for Safe Routes to School Projects through the State of Ohio, Department of Transportation; and

WHEREAS, Applicants can apply for these monies and be selected for funding by the State of Ohio, Department of Transportation; and

WHEREAS, the (project description) is an activity eligible to receive federal transportation funding; and

NOW, THEREFORE BE IT ORDAINED by (Board of County Commissioners/City/Village Council, School Board), State of Ohio, that:

**SECTION ONE:** The district treasurer of said Applicant is hereby empowered on  
(Contractual Agent)

behalf of the Applicant to prepare and execute an application for SRTS funds for the stated described project and to submit same to the State of Ohio, Department of Transportation.

**SECTION TWO:** The total cost of the project is estimated to be \$12,520 of which the Applicant, If awarded the funds, The LPA further agrees to pay One Hundred Percent (100%) of the cost over and above the maximum amount provided by the State of Ohio, Department of Transportation.

**SECTION THREE:** Upon completion of the described Project, the Applicant shall:

1. Provide adequate reports and verification of work performed.
2. Provide detailed plan for sustaining project once funding is concluded.

**SECTION FOUR:** If the application is approved for the funding the district treasurer  
(Contractual Agent)

of said Applicant is hereby empowered on behalf of the LPA to enter into a contract with the Director of the Ohio Department of Transportation necessary to complete the above described project.

Passed: February 28, 2013  
(Date)

Attested: Lisa A. Churchey  
(Clerk)

Natalie Lucas  
(Officer of Applicant-title)

Attested: HB Jones  
(Title)

Gregory Brown  
(President of Council)

This \_\_\_\_\_ is hereby declared to be an emergency measure to take effect and be in force immediately upon its passage to meet the Safe Routes to School application deadline.