

MARIEMONT CITY SCHOOL DISTRICT

Regular Board of Education Meeting Mariemont Elementary School – Cafeteria July 16, 2013 6:45 p.m.

Call to Order

The Board of Education of the Mariemont City Schools was called to order at 6:45 p.m. in the Mariemont Junior High School on July 16, 2013, with President Braun in the chair.

Roll Call

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

Pledge of Allegiance

Public Hearing – Retire/Rehire

Reemployment of:

Holly Reckman
Melissa Rupe
Ann Bullar
Jim Counts

Approve Agenda Changes

Mr. White moved, second by Mrs. Walter, that the Board approve the changes to the agenda as presented. Vote: Mrs. Braun, aye; Mrs. Huenefeld, aye; Mrs. Walter, aye; and Mr. White, aye. Motion carried.

Approval of Minutes of June 18 and June 28, 2013

Mrs. Huenefeld moved, second by Mr. White, that the Board approve the minutes as presented. Vote: Mrs. Huenefeld, aye; Mrs. Walter, aye; Mr. White, aye; and Mrs. Braun, aye. Motion carried.

Hearing of the Public

The Board provided for a hearing of the public.

Communications

- A. Fall Capital Conference – information has been received regarding the OSBA Fall Capital Conference
- B. Enrollment – The enrollment numbers are changing and class sizes are being monitored.

Personnel

- A. Employ Peggy Kersker as secretary at level ADM III on a one-year limited contract to be compensated in accordance with her training and experience as applied to the officially adopted salary schedule.
- B. Employ Peggy Kersker for 2 additional days in June and 8 additional days in

August beginning August 5.

- C. Grant Don Books 10 extra supplemental days for the 2013-14 school year.
- D. Employ Erica Bredle as the technology integration specialist at Mariemont JH on a one-year limited contract for the 2013-14 SY to be compensated in accordance with her training and experience as applied to the officially adopted salary schedule.

Mrs. Huenefeld moved, second by Mrs. Walter, that the Board approve the personnel motions as presented. Vote: Mrs. Walter, aye; Mr. White, aye; Mrs. Braun, aye; and Mrs. Huenefeld, aye. Motion carried.

Treasurer's Report

- A. Financial Ex.1
- B. Investments Ex.2
- C. Sheakley Group Rating Information Ex.3
- D. Set Board meeting retreat date of August 9-10 and change regular Board meeting date to August 13, 2013 at 7:00 p.m.
- E. Donations
 - 1. Accept donation from the High School PTO in the amount of \$8,430 to be used for the purchase of furniture for the college and career center.
 - 2. Accept donation from the Mariemont Arts Association in the amount of \$628.62 for the purchase of storage and drying racks for the high school art room.
- F. Approve Natural Gas Agreement with Hess Energy Ex.4
- G. Approve K-12 Fee Schedule for 2013-14 SY Ex.5

Mrs. Braun moved, seconded by Mrs. Walter, to approve the motions contained in the Treasurer's Report as presented. Vote: Mrs. Walter, aye; Mr. White, aye; Mrs. Braun, 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. White 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.

President

Treasurer

MARIEMONT CITY SCHOOL DISTRICT

FINANCIAL REPORT

JUNE 2013

MONTHLY SUMMARY

	MONTH		YEAR TO DATE	
	FY13	FY12	FY13	FY12
BEGINNING BALANCE	8,071,901	8,659,636	4,229,879	6,602,735
RECEIPTS				
Local Sources:				
Real Estate	0	0	14,083,270	14,191,806
Public Utility Personal Property Tax	0	0	887,000	762,682
Other Local*	7,243	5,892	191,533	252,202
Total Local Sources	7,243	5,892	15,161,803	15,206,690
State Sources:				
Foundation Program	203,365	238,219	2,866,859	2,816,742
Foundation -SFSF	0	0	0	0
Restricted Grants - Ed Jobs Fund	0	0	0	4,337
Rollback & Homestead	0	0	1,764,069	1,761,811
Property Tax Allocation	0	0	916,860	1,317,120
State Public Utility Reimbursement	0	0	0	799
Other State**	19,051	28	19,359	24,651
Total State Sources	222,416	238,247	5,567,147	5,925,460
Transfers & Advances	0	0	3,236,366	30,606
Other Financing Sources	20	0	20	0
Total Receipts	229,679	244,139	23,965,336	21,162,756
EXPENDITURES				
Salaries & Wages	874,905	985,233	11,236,793	11,597,019
Fringe Benefits	292,039	302,518	3,589,647	3,633,861
Purchased Services***	314,432	377,021	3,797,453	3,101,973
Materials & Supplies	33,769	79,932	661,937	565,030
Capital Outlay	-40,096	128,049	681,767	513,196
Other****	5,199	6,343	328,771	315,026
Transfers & Advances	28,000	2,736,366	859,520	3,635,366
Other Financing Uses	59,594	58,437	305,589	174,144
Total Expenditures	1,567,842	4,673,899	21,461,477	23,535,615
ENDING CASH BALANCE	6,733,738	4,229,876	6,733,738	4,229,876
Encumbrances	168,009	305,799	168,009	305,799
ENDING AVAILABLE BALANCE	6,565,729	3,924,077	6,565,729	3,924,077
Balance including Transfer Due		6,660,443		

*Investments, Fees, Rentals, Donations, Misc.

** Misc. State Revenues

***Legal, Technical, Consultants, Utilities, Repairs, Postage, Etc.

****County Auditor & Treasurer Fees, Bank Service Charges, State Auditors Charges, Membership Dues

YTD ACTUAL VS. PROJECTED

	FY13 RECEIVABLE	FYTD % RECEIVED	FY13 ACTUAL RECEIVED
Local Sources:			
Real Estate	13,367,172	105.36%	14,083,270
Public Utility Personal Property Tax	700,516	126.62%	887,000
Other Local*	229,664	83.40%	191,533
State Sources:			
Foundation Program	2,774,358	103.33%	2,866,859
Rollback & Homestead	1,702,799	103.60%	1,764,069
Property Tax Allocation	916,859	100.00%	916,860
Other State**	336	0.00%	19,359
Transfers & Advances	2,761,366	117.20%	3,236,366
Other Non Operating			20
TOTAL RECEIPTS	22,453,070	106.74%	23,965,336

	FY12 EXPENDABLE	FYTD % EXPENDED	FYTD ACTUAL EXPENDED
Salaries & Wages	11,482,947	97.86%	11,236,793
Fringe Benefits	3,727,885	96.29%	3,589,647
Purchased Services***	3,489,990	108.81%	3,797,453
Materials/Supplies	708,159	93.47%	661,937
Capital Outlay	615,209	110.82%	681,767
Other****	327,200	100.48%	328,771
Transfers/Advances	448,520	191.63%	859,520
Other Financing Uses	316,200	96.64%	305,589
Duke Set Aside	350,000	0.00%	0
TOTAL EXPENDITURES	21,466,110	99.98%	21,461,477
Amended Appropriation	21,629,484		

% Through Year 100.00%

FY12 98.10%

June 2013

Date: 7/01/13

FINANCIAL SUMMARY REPORT
 Processing Month: June 2013
 MARIEMONT CITY SCHOOL DISTRICT

Page: 2
 (FINSUM)

Fnd	Sec	Description	Beginning Balance	MTD Revenues	FYTD Revenues	MTD Expenditures	FYTD Expenditures	Current Available Balance
200	900I	KEY CLUB	681.13	1,111.70	3,300.62	.00	1,789.08	2,192.67
200	900J	STUDENT COUNCIL - JR HIGH	948.09	.00	22.70	.00	511.61	459.18
200	900L	DRAMA - HIGH SCH	5,228.51	.00	.00	.00	2,333.55	2,894.96
200	900P	HONOR SOCIETY	1,184.64	60.00	1,235.00	.00	1,688.00	731.64
200	900Q	DRAMA - JR HI SCH	2,478.58	.00	3,019.20	.00	1,591.10	3,906.68
200	900S	JR. HIGH YEARBOOK	2,166.36	690.00	5,060.00	.00	3,710.92	3,515.44
200	900T	AFS - HIGH SCHOOL	586.64	.00	326.00	.00	308.68	603.96
200	901A	WORLD AFFAIRS CLUB	527.06	.00	117.50	.00	.00	644.56
200	901C	PAIRING CLUB	61.65	.00	.00	.00	.00	61.65
200	901D	SPIRIT CLUB	533.30	.00	792.00	.00	725.00	600.30
200	901E	STEM CLUB	146.50	.00	1,317.26	.00	393.01	1,070.75
200	901F	LATIN CLUB	1,453.98	.00	8,868.61	.00	8,755.41	1,567.18
200	901G	ENVIRONMENTAL CLUB	1,726.16	.00	285.00	114.05	488.64	1,522.52
200	901J	JUNIOR HIGH BAND ACCOUNT	256.28	.00	630.00	.00	.00	886.28
200	901L	JUNIOR HIGH ART CLUB	2,040.21	.00	.00	.00	.00	2,040.21
200	901N	SPANISH CLUB	339.19	.00	529.00	.00	243.32	624.87
200	901P	CHESS CLUB	1,518.01	.00	.00	.00	.00	1,518.01
200	901Q	CLASS OF 2015	523.46	245.50	573.50	.00	313.09	783.87
200	901U	SHOWSTOPPERS	1,660.00	.00	4,917.57	1,625.39	5,658.15	919.42
200	901W	CLASS OF 2016	.00	.00	1,409.00	.00	893.20	515.80
200	901Y	BOOK CLUB	233.81	.00	149.00	.00	144.30	238.51
200	901Z	CLASS OF 2012	829.17	.00	.00	.00	100.00	729.17
200	902A	CLASS OF 2013	3,892.98	.00	1,308.81	235.14	4,136.15	1,065.64
200	902B	Class 2014	659.04	150.00	15,054.25	.00	13,899.84	1,813.45
200	902D	STOCK CLUB	39.00	.00	.00	.00	.00	39.00
200	902E	DECA CLUB	.00	10.00	3,786.00	1,802.85	3,162.61	623.39
300	0000	DISTRICT MANAGED ACT	1,767.79	.00	200.00	.00	.00	1,967.79
300	900C	ATHLETIC FUNDS FOR CAMP	31,827.99	10,525.00	30,332.05	3,000.96	39,619.08	22,540.96
300	900M	INSTRUMENTAL MUSIC	4,058.43	84.47	10,048.44	.00	4,873.51	9,233.36
300	900N	ATHLETIC FUND	59,870.09	41,369.78	210,004.63	34,568.38	207,555.43	62,319.29
300	900T	HIGH SCHOOL TOURNAMENT	.00	.00	10,168.90	.00	10,168.90	.00
300	900X	HS CHORUS TRIP ACCOUNT	400.50	3,800.00	7,669.00	100.00	786.75	7,282.75
300	900Y	BAND TRIP ACCOUNT	12,376.26	.00	5,956.69	.00	15,784.88	2,548.07
300	900Z	STRINGS ACTIVITIES ACCT	1,154.48	.00	330.50	1,450.00	1,450.00	34.98
300	902C	STRINGS TRIP ACCT	1,444.29	.00	13,272.58	190.00	14,716.50	.37
451	9202	ONE NET	.00	.00	7,200.00	.00	7,200.00	.00
516	9263	IDEA Part BFlow Thru	.00	31,206.38	280,136.36	17,092.72	280,136.36	.00
524	9256	Carl Perkins	1,729.22	.00	.00	.00	.00	1,729.22
524	9264	CARL PERKINS 2012-13	.00	.00	3,500.00	.00	429.66	3,070.34
551	9246	Title III LEP	400.61	.00	.00	.00	400.61	.00
551	9254	Title III LEP	1,066.24	.00	.00	.00	1,066.24	.00
551	9268	TITLE III LEP 2012-13	.00	.00	1,224.00	.00	466.44	757.56
572	9262	Title I 2012-13	.00	33,591.26	104,609.65	20,735.26	103,349.68	1,259.97
587	9265	IDEA EARLY CHILDHOOD 2012	.00	.00	3,704.58	.00	3,704.58	.00
590	9266	TITLE IIA 2012-13	.00	1,466.12	29,735.73	60.00	25,037.98	4,697.75

Date: 7/01/13

F I N A N C I A L S U M M A R Y R E P O R T
Processing Month: June 2013
MARIEMONT CITY SCHOOL DISTRICT

Page: 3
(FINSUM)

Fnd	Sec	Description	Beginning Balance	MTD Revenues	FYTD Revenues	MTD Expenditures	FYTD Expenditures	Current Available Balance
		Grand Total All Funds	13,783,336.36	412,342.67	30808,559.94	1,763,234.29	36516,221.09	8075,675.21
		Total Invested Funds	.00					

MARIEMONT CITY SCHOOLS - Schedule of Investments - last updated 7/01/13

FIFTH THIRD SECURITIES										Current	Total	
Settlement	Cusip	Maturity	Callable	Description	Face	Principal	Accrued	Total Spent	Coupon	Maturity/ Call	Month Invest Income	Invest Income
11/5/2010	3133XUBA0	7/30/2012		FHLB	\$ 1,000,000.00	\$ 1,029,691.41	5,673.61	\$ 1,035,565.02		0.42		\$ 37,326.59
11/29/2011	3135G0FN8	11/12/2013	11/21/2012	FNMA	\$ 1,000,000.00	\$ 1,000,000.00	122.22	\$ 1,000,122.22		0.649		\$ 5,377.78
9/13/2012	62835RBB8	2/22/2013		CD	\$ 250,221.68	\$ 250,221.68	86.30	\$ 250,307.98		0.399		\$ 415.08
9/19/2012	060624MW0	9/19/2013		CD	\$ 250,000.00	\$ 250,000.00		\$ 250,000.00		0.46		
9/29/2012	06251AYM8	9/26/2013		CD	\$ 250,000.00	\$ 250,000.00		\$ 250,000.00		0.5		
9/19/2012	06426NFZ0	9/19/2014		CD	\$ 250,000.00	\$ 250,000.00		\$ 250,000.00		0.66		\$ 805.82
9/19/2012	254671GH7	9/19/2014		CD	\$ 250,000.00	\$ 250,000.00		\$ 250,000.00		0.8		\$ 991.78
10/3/2012	795450PM1	10/3/2014		CD	\$ 250,000.00	\$ 250,000.00		\$ 250,000.00		0.86		\$ 1,058.59
9/19/2012	38143AE88	9/21/2015		CD	\$ 250,000.00	\$ 250,000.00		\$ 250,000.00		1.16		\$ 1,425.68
9/19/2012	02005QS46	9/21/2015		CD	\$ 250,000.00	\$ 250,000.00		\$ 250,000.00		1.1		\$ 1,363.70
9/21/2012	33784JML8	9/21/2015		CD	\$ 250,000.00	\$ 250,000.00		\$ 250,000.00		1.06	\$ 222.95	\$ 1,524.67
Money Market					\$ 257,557.45						2.18	108.29
Totals					\$ 2,257,557.45	\$ 2,000,000.00		\$ 2,000,000.00			\$ 225.13	\$ 50,398.98
Invest Income FYTD					\$19,085.51							

STAR OHIO					
Month	Begin Invested	End Invested	Average Yield	Interest	
2012	JULY	\$ 3,709,059.25	\$ 3,709,315.65	0.06%	258.40
	AUGUST	\$ 3,709,315.65	\$ 3,709,608.98	0.06%	\$ 292.71
	SEPTEMBER	\$ 3,709,608.98	\$ 3,709,918.14	0.10%	\$ 307.78
	OCTOBER	\$ 3,709,916.14	\$ 3,710,216.23	0.10%	\$ 300.09
	NOVEMBER	\$ 3,710,216.23	\$ 3,710,523.50	0.10%	\$ 307.27
	DECEMBER	\$ 3,710,523.50	\$ 3,710,806.84	0.09%	\$ 283.14
2013	JANUARY	\$ 3,710,806.84	\$ 2,710,978.07	0.07%	\$ 171.43
	FEBRUARY	\$ 2,710,978.07	\$ 2,711,132.81	0.07%	\$ 154.74
	MARCH	\$ 2,711,132.81	\$ 2,711,266.91	0.06%	\$ 134.10
	APRIL	\$ 2,711,266.91	\$ 2,711,385.53	0.05%	\$ 118.62
	MAY	\$ 2,711,385.53	\$ 2,711,477.17	0.04%	\$ 91.64
	JUNE	\$ 2,711,477.17	\$ 2,711,555.70	0.04%	\$ 78.53
Total Interest FYTD		\$2,498.46			



July 02, 2013

Group Rating Program Invitation

Ms. Debi Metz
Mariemont City Schools
6743 Chestnut St.
Cincinnati, OH 45227-3600

BWC Policy# 33150251

We are pleased to invite you to participate in the Sheakley/Lima Allen County Chamber of Commerce 2014 group rating program. Below is a summary of your projected discount and savings. **Please remember, when you enroll with Sheakley you receive both workers' compensation and unemployment claims management services, including hearing representation.**

Discount before BWC Break-Even Factor (BEF) applied: **-63%**

Discount with BWC Break-Even Factor (BEF) applied: **-57%**

Projected BWC premium before group rating discount: \$69,577

Projected BWC premium with BEF group rating discount: \$44,877

Projected group savings: \$24,700

Potential Premium with an additional 7% discount for *Drug Free Safety Program Participation. \$41,736

Annual Participation Fee: \$535

Note: To participate in any group rating program, you must be a member of the sponsoring organization. Your membership dues are included in our participation fee. Sheakley is dedicated to providing schools and libraries a competitive, low cost option and guarantees to beat competitor fees by 10%.

Enrollment is easy!

1. **Complete and sign the enclosed documents**
2. **Send completed forms to:**
 - Email: grouprating@sheakley.com
 - Fax: 1.877.292.0860 or 513.326.8088
 - Mail: Sheakley
Attn: Rating Team
One Sheakley Way
Cincinnati, OH 45246

Please review your detailed savings analysis included in this packet. We look forward to working with you. For questions, or assistance, please contact a Sheakley Representative at 800-877-5055 or 513-326-4675 ext. 2090 or grouprating@sheakley.com.

*DFSP participation must meet all BWC requirements and require additional service agreements with Sheakley.



HESS CORPORATION

One Hess Plaza, Woodbridge, NJ 07095
 Phone: 1-800-HESS-USA
www.hessenergy.com

Marketer Name **Grandinetll, Donna** Date **07/16/13** Time **9:24:34AM**

CUSTOMER INFORMATION

Customer Name **Marionet City School District** New Renewal
 Contact Name **Natalie S. Lucas** Billing Contact
 Address **2 Warrior Way CINCINNATI, OH 45227** Billing Address
 Telephone **513-272-7500** Fax Telephone Fax

NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Hess Corporation ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated 07/16/2013 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations (Additional pages may be attached if necessary)	Service Address	Utility Account No	Rate
	723 Elm	18502053-01	FT
	7561 Wooster Rd	24202144-02	FT
	7559 Wooster Rd	25200490-26	FT
	7561 Wooster Rd	34500881-21	FT
	3812 Pocahontas	52802237-01	FT
	3847 Southern	60803746-01	FT
	6750 Wooster Rd	68303754-01	FT
	7561 Wooster Rd	99402059-01	FT

Delivery Period Begin: 11/01/2013 End: 10/31/2015
 The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing by the Parties.

Delivery Point Duke Ohio/CGE DCQ POOL

Contract Quantity (Dth) Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

_____ Daily Monthly

Tax Exemption	[<input type="checkbox"/> Non-exempt [<input type="checkbox"/> Exempt If exempt, must attach certificate.
Purchase Price	Nymex Plus: \$0.440 /Dth
Special Provisions	<p>NYMEX Plus Pricing: Your "Responsible Trigger Contact(s)" have been identified as Natalie S. Lucas [nlucas@mariemontschools.org]. Seller will generate a confirmation to be sent to your Responsible Trigger Contact each time the Commodity charge is fixed ("Trigger Confirmation"). Each such Trigger Confirmation is to be regarded as a part of this Transaction Confirmation and is binding upon receipt by Buyer. Any notices regarding those Trigger Confirmations must be sent to trigger@hess.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Hess Account Manager.</p> <p>The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation, will equal the sum of a Commodity charge and a Basis charge, subject to the date restrictions below. The per Dth Commodity charge may be set by agreement of the Parties at any time prior to 1:00 PM on the expiration date of the applicable month's New York Mercantile Exchange ("NYMEX") futures contract. If the Parties do not agree on a price by 1:00 PM on the expiration date for the applicable month, the Commodity charge for that month will default to the settlement price on the expiration date of the month's NYMEX natural gas futures contract. The Basis charge will be \$0.440 per Dth for the Delivery Period.</p> <p>Date Restrictions: Buyer acknowledges that the Commodity charge may not be set (fixed) for more than 36 months but in no event beyond the "Max Commodity Date". The Max Commodity Date is defined as the latest date up to which Buyer may fix the Commodity charge, and is posted on the secure section of HessEnergy.com. The Max Commodity Date is currently 10/31/15. Seller reserves the right to amend these date restrictions at its sole discretion.</p> <p>The Buyer acknowledges that it is acting for its own account, and it has made its own independent decisions and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation, nor will any communication (written or oral) received from the Seller be deemed to be an assurance or guarantee as to any results expected from executing this Transaction Confirmation.</p> <p>Change in Utility Account Numbers: The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.</p> <p>OHIO: Buyer affirmatively represents and acknowledges that: (a) it consumes, other than for residential use, more than 500,000 cu/ft per year of natural gas at a single location within the state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside the state; (b) it has not filed for any non-mercantile status with the Public Utilities Commission of Ohio; and (c) any rights to a rescission and notice periods afforded to non-mercantile customers do not apply.</p> <p>Delivery Point: Consistent with FERC requirements, Seller shall have the right (but not the obligation), to select or change a Delivery Point to a point where Buyer may receive Gas that is outside the jurisdictional limits of the municipality or other jurisdiction where a Service Location under this Transaction Confirmation is located, which shall constitute a Delivery Point at which title, control, possession and risk of loss will pass to Buyer as further provided in the Agreement.</p>

PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY FACSIMILE TO 412-494-7201 .

BUYER: Marlemon City School District

SELLER: Hees Corporation

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



This Amendment constitutes the changes to the Commodity Master Agreement ("CMA") as executed between Mariemont City School District and Hess Corporation effective as of July __, 2013, attached hereto as Exhibit 1. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order of priority: (1) the Transaction Confirmation (2) this Amendment and (3) the CMA.

1. Section 14, Subsection (a) is deleted and replaced with the following: "(a) This Agreement is governed by the law of the State of Ohio, without regard to any conflict of rules doctrine."
2. Section 14, Subsection (b) is deleted and replaced with the following: "(b) The Parties submit to the non-exclusive jurisdiction of the courts of the State of Ohio and any United States District Court located therein."

This Amendment shall be governed and construed in accordance with the governing law as indicated in the Agreement. This Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior oral and written communication with respect thereto. The remaining terms of the CMA are unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the respective dates specified below with effect as of the latest date specified in the signatures below (the "Effective Date").

Buyer: Mariemont City School District

Seller: Hess Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



This Commodity Master Agreement ("CMA") between Hess Corporation ("Seller"), a Delaware corporation, located at 1 Hess Plaza, Woodbridge, New Jersey 07095 and Mariemont City School District ("Buyer" or "Customer"), located at 2 Warrior Way CINCINNATI, OH 45227 (each a "Party" and collectively, the "Parties") is entered into and effective as of 07/16/2013.

1. **Transactions:** The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable, each a "Commodity" and collectively, the "Commodities", by Seller to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.
2. **Performance:** The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.
3. **Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an Index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, taxes, regulations and Utility changes to Buyer's monthly capacity and/or transmission obligations.
4. **Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If the Actual Quantity cannot be verified by the time the invoice is issued, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any adjustment to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.
5. **Taxes:** Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.
6. **Disputes:** If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York.
7. **Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.
8. **Buyer's Usage Obligations**
 - A. **Material Usage Deviation:** If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more.
 - B. **Balancing Charges:** For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.
 - C. **Curtailments:** For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.
9. **Force Majeure:** A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.
10. **Financial Responsibility:** Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").
11. **Default:** "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).
12. **Remedies:** In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b)

terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

13. Representations and Warranties: Each of the following are deemed to be repeated each time a Transaction is entered into:

A. Each Party represents that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (c) it is not Bankrupt.

B. Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/ projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

C. Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

14. Other:

(a) This Agreement is governed by the law of the State of New York, without regard to any conflict of rules doctrine. (b) The Parties submit to the non-exclusive jurisdiction of the courts of the State of New York and any United States District Court located in New York. (c) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (d) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (e) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the

claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (f) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (g) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (h) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to: Hess Corporation, Attention Law Department-Trading; 1185 Avenue of the Americas, New York, New York 10036. (i) If the Parties entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. (j) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (k) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (l) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (m) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (n) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (o) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (p) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (q) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (r) The Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than the Party's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that a Party that receives a demand for disclosure pursuant to court order or other proceeding will first notify the other Party, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

BUYER: Marionmont City School District

By: _____

Name: _____

Title: _____

HESS CORPORATION

By: _____

Name: _____

Title: _____

K-12 School Fees
Mariemont City Schools
2013-14

Grade	Fees (with school provided device)	Fees (with personal device-BYOT)
K	\$54	Not applicable
1	\$134	Not applicable
2	\$128	Not applicable
3	\$135	Not recommended <i>If you choose to BYOT, the fee will be \$50...which includes the \$35 materials fee and \$15 for BYOT iPad set up</i>
4	\$120	\$20
5	\$116	\$16
6	\$125	\$25
7	\$100	\$0
8	\$100	\$0
9	\$100 plus course specific fees	Course specific fees
10	\$100 plus course specific fees	Course specific fees
11	\$100 plus course specific fees	Course specific fees
12	\$100 plus course specific fees	Course specific fees

**Marionmont City Schools
K-12 School Fees (detailed for BOE)**

2013-14

Kindergarten	1 st Grade	2 nd Grade	3 rd Grade	4 th Grade	5 th Grade	6 th Grade
*Math student edition...\$26 *Weekly Reader...\$6 *Handwriting book...\$8 *Phonics workbook...\$14 TOTAL \$54	*Handwriting book...\$9 *Weekly Reader...\$5 *Apps \$20 TOTAL \$34	*Handwriting book...\$8 *Apps \$20 TOTAL \$28	*Current events periodical...\$5 *Handwriting book...\$8 *Science consumables...\$2 *Apps \$20 TOTAL \$35	*Integrated Theme test...\$8 *Math workbooks...\$6 *Science consumables...\$2 *Scholastic News...\$4 TOTAL \$20	*Wordly Wise...\$9 *Current Events...\$5 *Science Consumables...\$2 TOTAL \$16	*Math workbooks...\$13 *Vocabulary Workshop...\$10 *Science consumables...\$2 TOTAL \$25
Technology Fees \$0	Technology Fees \$100	Technology Fees \$100	Technology Fees \$100 <i>\$10 (BYOT set-up for iPad)</i>	Technology Fees \$100	Technology Fees \$100	Technology Fees \$100
TOTAL FEES \$54 <i>No BYOT</i>	TOTAL FEES \$134 <i>No BYOT</i>	TOTAL FEES \$128 <i>No BYOT</i>	TOTAL FEES \$135 \$45 BYO iPad <i>BYOT not recommended</i>	TOTAL FEES \$120 \$20 BYOT	TOTAL FEES \$116 \$16 BYOT	TOTAL FEES \$125 \$25 BYOT
12-13 Fees \$40	12-13 Fees \$82	12-13 Fees \$128	12-13 Fees \$135	12-13 Fees \$120	12-13 Fees \$124	12-13 Fees \$125