

**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT
MINUTES
Special Meeting of August 30, 2011**

A special meeting of the Indian Hill Exempted Village School District was held on Saturday, August 30, 2011, at 5:30 p.m. in the Indian Hill District Offices, Wetterstroem Conference Room, 6855 Drake Road, Cincinnati, Ohio 45243 in accordance with notices sent to each member. Roll call showed the following members as present:

Mrs. Barber
Mrs. Lewis

Mr. Grafe
Mr. Sharp

Mrs. Johnston

Also present were Dr. Knudson, Mrs. Toth, Dr. Ault, and Bruce Petrie.

PERSONNEL ACTIONS (081123) Mr. Sharp moved, seconded by Mrs. Lewis, to approve the following personnel matters as recommended by the Superintendent:

A. Employment Contracts – beginning 2011-12 – attachments to Board members only

Employee Name	Bldg/Assignment	% Contract	2011-12 Salary
Terri Lohmann	HS/Instructional Aide	5.5 hrs	\$15.01/hour

Roll call vote was as follows:

Mrs. Barber, aye
Mrs. Lewis, aye

Mr. Grafe, aye
Mr. Sharp, aye

Mrs. Johnston, aye

APPROVAL TO JOIN SWOOSH HEALTH CONSORTIUM – Mrs. Toth introduced the recommendation to join the Southwest Ohio Organization of School Health (SWOOSH) health consortium. The project has been under study for nearly two years with the District's Insurance Advisory Committee study and exploration of various consortia and the District's participation in a feasibility study with other area districts to procure health insurance as a single group. The purpose of the Consortium is to provide financial stability and economies of scale for member districts. Mrs. Toth indicated that the District, as a single entity, had received a 15.4% renewal with its current carrier. Membership in the SWOOSH Consortium will require a 2.54% increase in premiums beginning January 1, 2012. The Board discussed the opportunities provided in the District's participation in the SWOOSH health consortium.

(081124) Mr. Sharp moved, seconded by Mrs. Johnston, to adopt the following resolution of Agreement for the Establishment of Southwest Ohio Organization of School Health (SWOOSH) Council of Governments:

WHEREAS, the school districts set forth on the signature pages hereof desire to join together to maximize benefits and/or reduce costs of medical, prescription drug, vision, dental, life and/or other group insurance coverages for their employees and the eligible dependents and designated beneficiaries of such employees, and propose to have certain other eligible school districts join them for the same purposes; and

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

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

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

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APPROVAL TO JOIN SWOOSH HEALTH CONSORTIUM (081124) – continued

ARTICLE I. NAME AND PURPOSE

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

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

ARTICLE II. DEFINITIONS

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

- a. "Advisory Committee" shall mean a body established to make recommendations to the Board of Directors.
- b. "Agent" shall mean HORAN Associates, Inc.
- c. "Agreement" shall mean this as the same may be amended, modified or supplemented.
- d. "Board of Directors" shall mean the governing body of the cooperative having those powers and duties enumerated in the Agreement and the Bylaws.
- d. "Cooperative" shall mean the Southwest Ohio Organization of School Health (SWOOSH).
- e. "Cooperative Costs" shall mean the cost of all medical, prescription drug, vision, dental, life and/or other insurance benefits provided by or through the Cooperative and all administrative and other costs of the Cooperative approved by the Board of Directors.
- f. "Cooperative Fund" shall mean the Southwest Ohio Organization of School Health Fund, maintained by the Fiscal Agent as a separate custodial fund pursuant to which the Fiscal Agent shall place any and all monies received from the Cooperative Members or any other source for payment of the Cooperative Costs.
- g. "Employee" shall mean an employee of each Employer designated as eligible to participate by such Employer in benefit program(s) offered by or through the Cooperative and on whose behalf all required premiums and other payments are made.
- h. "Employer" shall mean a Member.
- i. "Fiscal Agent" shall mean the treasurer of the board of education indicated in the Agreement and/or the Bylaws or, if the Fiscal Agent resigns or is removed, the treasurer appointed by the Board of Directors.
- j. "Policy" shall mean a group insurance contract or reinsurance agreement purchased to provide part or all of any benefit through an insurance plan together with any rider, endorsement or amendment made a part of such contract or reinsurance agreement.
- k. "State" shall mean the State of Ohio.
- l. "Uniform School Accounting System" shall mean the budgetary, financial and accounting/reporting standards promulgated by the Auditor of State of the State of Ohio for use by boards of education in the State, as the same may be amended, modified, or supplemented.

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ARTICLE III. MEMBERSHIP

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

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

1. The board of education must be eligible for membership in a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code;

2. The board of education must have executed a resolution agreeing to the Agreement and Bylaws of the Cooperative;

3. The board of education's request for admission as a Member must receive a vote of acceptance from the Board of Directors;

4. The board of education must pay all dues and assessments as established by the Cooperative; and

5. The board of education shall pay an initial membership fee in the amount of \$2,000 upon joining the Cooperative.

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

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

1. No Member may withdraw during the first two years after it joins the Cooperative.

2. After the first two years of its membership, a Member may withdraw at the end of any fiscal year by providing written notice of its intent to withdraw to the Board of Directors by March 1 of such fiscal year. The fiscal year ends on June 30 of each year.

3. Any decision to withdraw from the Cooperative must be made by duly adopted resolution of the board of education of the Member.

4. No dues or assessments paid by a withdrawing Member shall be refunded unless specifically identified as refundable or conditionally refundable, and all obligations to the Cooperative assumed by the Member prior to submitting the notice of intent to withdraw shall continue until the end of the Cooperative's then current fiscal year or, if applicable, until the end of the expiration of the term of a Policy creating a specific obligation extending across fiscal years.

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

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

1. Upon the vote of at least two-thirds of the Representatives, the Cooperative may terminate a board of education's membership effective at the end of a fiscal year by giving written notice of termination to the board of education no later than March 1 of such year.

2. Upon the vote of at least a majority of the Representatives, the Cooperative may terminate a board of education's membership for failure to pay its dues, assessments or any other costs to the Cooperative when due, provided that the Cooperative has provided the Member with notice of its delinquency and the Member has failed to cure the delinquency within thirty (30) days of providing the notice.

3. Upon the vote of at least two-thirds of the Representatives, the Cooperative may terminate a board of education's membership at any other time by giving 120 days written notice of such termination.

F. Members Rights and Duties

1. All Members in good standing are entitled to participate in any or all of the benefit programs, studies and/or other services provided by Cooperative.

2. To be deemed a "Member in good standing," a Member must have currently paid any fees, dues and/or Cooperative costs due to the Cooperative.

3. All Members shall be required to purchase a Policy through the Cooperative by working with the Agent as described herein.

4. Members may use their own brokers provided that the Member pays the fees for such a broker in addition to all Cooperative dues, fees and assessments.

5. By becoming Members, the Members assume no liabilities beyond the payment of any fees, dues, or Cooperative Costs assessed by the Cooperative and any contractual obligations for agreements entered into between the Member and the Cooperative. Members do not assume liability for the debts of the Cooperative.

6. Title to any and all equipment, buildings, furniture and other goods purchased and titled for the Cooperative shall be held in trust for the Members by the Fiscal Agent. Any Member withdrawing from the Cooperative shall forfeit any claim to the Cooperative's assets.

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APPROVAL TO JOIN SWOOSH HEALTH CONSORTIUM (081124) – continued

ARTICLE IV. POWERS

A. As a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code, the Cooperative has the power to do all of the following:

1. Take any action to fulfill the Cooperative's purposes.
2. Study such area governmental problems common to two or more Members of the Cooperative as it deems appropriate, including but not limited to matters affecting health, safety, welfare, education, economic conditions, and regional development. Specifically, the Cooperative shall have the authority to a) study the means and methods of providing efficient, cost-effective health care benefits for its Members' employees; b) study the existing health care benefit plans of its Members and identify ways in which those plans may be modified to provide for more efficient, cost-effective health care benefits; c) do all things reasonable and necessary to conduct the studies outlined in this paragraph
3. The Cooperative additionally has all other powers permitted by law or authorized by of the Board of Directors.

ARTICLE V. BYLAWS

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

ARTICLE VI. BOARD OF DIRECTORS

A. The Board of Directors shall be created as provided by the Bylaws and shall be the governing body of, and shall act for and exercise all authority of, the Cooperative, as provided in the Bylaws. All members of the Board of Directors shall serve in such position in their official capacities for and solely represent and serve the interests of the individual school district that appointed the individual to the Board of Directors.

B. The Board of Directors:

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

ARTICLE VII. FINANCIAL SUPPORT AND EXPENDITURES

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

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

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

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

Members harmless shall survive a Member's voluntary or mandatory withdrawal from the Cooperative.

ARTICLE VIII. START UP PROVISIONS

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

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ARTICLE IX. TERM OF THE AGREEMENT

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

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

B. In the event that at least a majority of the boards of education of the Members, by duly adopted resolutions, determine that the Agreement and the Cooperative shall be terminated, then the Agreement and the Cooperative shall terminate upon the date agreed upon by such boards of education, as provided in those resolutions. The board of education of each Member shall promptly forward a certified copy of such resolution to the President of the Board of Directors. In the event of the Cooperative's dissolution, all current Members shall share in the net obligations or assets liquidation in a ratio proportionate to their last twenty-four months financial contributions and obligations to the Association, and they shall likewise participate in proceeds from the sale of assets upon liquidation.

ARTICLE X. EXECUTION IN COUNTERPARTS

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

ARTICLE XI. AMENDMENTS

The Agreement may be modified, amended or supplemented in any respect upon approval of such modification, amendment or supplement by the boards of education of at least two-thirds of the Members, and such amendment, modification or supplement shall thereupon become binding upon all Members. Notwithstanding the foregoing, the Agreement may be amended by the Board of Directors, by the affirmative vote of at least two-thirds of the members thereof, without the approval of the Members if such amendment is solely for the purpose of clarification and does not change the substance hereof. The Agreement may be further amended by the Board of Directors, by the affirmative vote of at least two-thirds of the members thereof, without the approval of the Members if such amendment is, in the opinion of counsel for the Cooperative, necessary or appropriate to satisfy requirements of applicable laws or regulations.

XII. NOTICE

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

Roll call vote was as follows:

Mrs. Barber, aye
Mrs. Lewis, aye

Mr. Grafe, aye
Mr. Sharp, aye

Mrs. Johnston, aye

EXECUTIVE SESSION (081125) Mrs. Lewis moved, seconded by Mr. Sharp, to move into Executive Session at 6:00 p.m. to discuss teacher contract negotiations. Roll call vote was as follows:

Mrs. Barber, aye
Mrs. Lewis, aye

Mr. Grafe, aye
Mr. Sharp, aye

Mrs. Johnston, aye

The Board reconvened its special session at 8:20 p.m.

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APPROVAL TO JOIN SWOOSH HEALTH CONSORTIUM (081124) – continued

ADJOURNMENT (081126) Mrs. Lewis moved, seconded by Mrs. Johnston, to adjourn the August 30, 2011 special meeting of the Indian Hill Board of Education at 8:20 p.m. Roll call vote was as follows:

Mrs. Barber, aye
Mrs. Lewis, aye

Mr. Grafe, aye
Mr. Sharp, aye

Mrs. Johnston, aye

Board President

Treasurer