RECORD OF PROCEEDINGS

Minutes of Crestwood Board of Education Meeting

DAYTON LEGAL BLANK, INC., FORM NO. 10148

Held September 13, 20 10

MINUTES OF THE REGULAR MEETING OF THE CRESTWOOD BOARD OF EDUCATION HELD MONDAY, SEPTEMBER 13, 2010 AT 7:00 P.M. AT THE HIGH SCHOOL LIBRARY.

The meeting was called to order at 7:00 P.M. by the President, Mr. David Cline, with the following members in attendance: Mr. David Becker, Mr. Norman Erickson, Mr. Kenneth Justus and Mrs. Martha Phillips.

A motion was made by Mrs. Phillips and seconded by Mr. Cline to extend the amount of approved change orders on the Maintenance/Bus Garage project by an additional $4,000.00 for re-sizing of the gas line. Permanent Improvement
ROLL CALL: Mrs. Phillips, aye; Mr. Cline, aye; Mr. Becker, aye; Mr. Erickson, no; Mr. Justus, aye.
Motion carried.

A motion was made by Mr. Justus and seconded by Mrs. Phillips to act on the following items of business:

Board approval of the Minutes from the meetings of August 2 (Special and Regular) and August 26, 2010 as presented. Minute Record

Board approval of the Financial Statements for the Month of July 2010 which include the following: Finance

General Fund Listing
Warrants Paid
Permanent Improvement Expenditures
Cash Reconciliation

Board acceptance of the following donations: Donations

	From
<u>To the High School</u>:	
$2,867.50 to the football program toward sideline phones	Crestwood All-Sports Boosters
$50.00 to the Leadership activity fund	Paul and Tammy Meyer
$1,000.00 to the Leadership activity fund	Herff-Jones Co.
<u>To the Primary School</u>:	
$400.00 for the "Celebrations" activity submitted by Eileen Kelly	Hiram Community Trust
3M Office Supplies valued at $200.00	Dale Moravec
<u>To the Intermediate School</u>:	
Mulch - 15 yards	Joan and John Siman
Delivery of mulch without charge	DSI

Board approval of the July 2010 advance of funds from the General Fund (001) as presented. Transfers

Board approval of the following transfers of funds:

$50,000 from Permanent Improvement Fund (003) to the Facilities Maintenance	To satisfy requirements of the OSFC maintenance agreement for the elementary buildings	Transfers

$6,901.20 from General Fund (001) to the Debt Retirement Fund (002)	For repayment of the EPA notes

Board approval of the Intents and Purposes Statements for the 2010-2011 school year for the Middle and High School Revenue (018) funds and the Middle and High School Vending (007) funds as well as High School Activity Funds as presented.

Board approval to increase the Athletic Fund Change fund from $500.00 to $2,000.00 due to increased athletic events and league admission ticket increase.

ROLL CALL: Mr. Justus, aye; Mrs. Phillips, aye; Mr. Erickson, aye; Mr. Cline, aye; Mr. Becker, aye.
Motion carried.

A motion was made by Mr. Erickson and seconded by Mr. Cline to adopt the following resolution:

RESOLUTION NO. 2010-23

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF $5,800,000 FOR THE PURPOSE OF REFUNDING AT A LOWER INTEREST COST CERTAIN OF THE SCHOOL DISTRICT'S OUTSTANDING CLASS-ROOM FACILITIES IMPROVEMENT BONDS, SERIES 2001.

WHEREAS, at the election held on November 7, 2000, on the single proposal of (i) the question of issuing general obligation bonds of the School District in the aggregate principal amount of $8,474,000 to pay the local share of school construction under the State of Ohio Classroom Facilities Assistance Program and of levying taxes outside the ten-mill limitation to pay the debt charges on those bonds, (ii) levying an additional 0.5-mill tax to pay costs of maintaining those classroom facilities, and (iii) the question of issuing general obligation bonds of the School District in the aggregate principal amount of $210,000 to pay costs of acquiring sites for classroom facilities under the State of Ohio Classroom Facilities Assistance Program and of levying taxes outside the ten-mill limitation to pay the debt charges on the bonds, the requisite majority of those voting on the proposal voted in favor of it; and

WHEREAS, pursuant to Resolution No. 2000-26, adopted on December 4, 2000, this School District issued $8,474,000 of Classroom Facilities Improvement Notes, Series 2000, dated December 28, 2000 (the 2000 Notes), in anticipation of bonds for the purpose stated in Section 2, which Outstanding Notes matured on June 28, 2001; and

WHEREAS, pursuant to a resolution adopted on March 5, 2001 (the Original Bond Legislation), bonds of the School District in the aggregate principal amount of $8,683,890.15, comprised of Current Interest Bonds dated as of April 1, 2001, and Capital Appreciation Bonds dated April 26, 2001, were issued for the purposes stated in Section 2 and to retire the 2000 Notes, which bonds are currently outstanding in the aggregate principal amount of $6,267,290.05 and will mature on December 1 in the years 2010 through 2017, 2020 and 2023 (the Outstanding Bonds); and

WHEREAS, this Board finds and determines that it is necessary and in the best interest of the School District to refund at a lower interest cost a portion of the Outstanding Bonds maturing on December 1 in the years 2012 through 2017, 2020 and 2023 (the Refunded Bonds); and

WHEREAS, this Board finds and determines that it is necessary and in the best interest of the School District to issue the Bonds described in Section 2 to provide funds sufficient for that purpose, including the payment of expenses properly allocable to that refunding and to the issuance of the Bonds; and

DAYTON LEGAL BLANK, INC., FORM NO. 10148

WHEREAS, the Treasurer, as fiscal officer of the School District, has certified that the estimated life or period of usefulness of the improvements described in Section 2 was, at the time of issuance of the Refunded Bonds, at least five years, and the maximum maturity of the Bonds described in Section 2 is not later than December 1, 2023;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Crestwood Local School District, County of Portage, Ohio, that:

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

"Authorized Denominations" means (subject to any limitations in Section 3) (a) with respect to Current Interest Bonds, the denomination of $5,000 or any integral multiple thereof, and (b) with respect to Capital Appreciation Bonds, the denomination equal to the original principal amount that, when interest is accrued and compounded thereon on each Interest Accretion Date to the stated maturity of the Bonds, will equal a $5,000 Maturity Amount or any integral multiple thereof.

"Bond proceedings" means, collectively, this Resolution, the Final Terms Certificate, the Continuing Disclosure Certificate and such other proceedings of the School District, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the School District and the Original Purchaser, as it may be modified from the form on file with the Treasurer and signed by the Treasurer in accordance with Section 6.

"Bond Register" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

"Bond Registrar" means the bank or trust company to be appointed in the Final Terms Certificate and pursuant to Section 4 of this Resolution as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Bond Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Bond Registrar Agreement and, thereafter, "Bond Registrar" shall mean the successor Bond Registrar.

"Bond Registrar Agreement" means the Bond Registrar Agreement among the School District, the Bond Registrar and the Ohio Department of Education, as it may be modified from the form on file with the Treasurer and signed by the Treasurer in accordance with Section 4.

"Book entry form" or "book entry system" means a form or system under which (a) the ownership of book entry interests in Bonds and the principal of and interest on the Bonds may be transferred only through a book entry and (b) physical Bond certificates in fully registered form are issued by the School District only to a Depository or its nominee as registered owner, with the Bonds "immobilized" in the custody of the Depository or its agent. The book entry maintained by others than the School District is the record that identifies the owners of book entry interests in those Bonds and that principal and interest.

"Capital Appreciation Bonds" means any Bonds designated as such in the Final Terms Certificate, maturing in the years, being in the original principal amounts and having the Maturity Amounts set forth therein, and bearing interest accrued and compounded on each Interest Accretion Date and payable at maturity.

"Closing Date" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

"Code" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"Compound Accreted Amount" means, with respect to any Capital Appreciation Bond, the original principal amount thereof plus interest accrued and compounded on each Interest Accretion Date to the date of maturity or other date of determination. The Compound Accreted Amount per $5,000 Maturity Amount of the Capital Appreciation Bonds of each maturity as of each Interest Accretion Date shall be set forth in the Final Terms Certificate. The Compound Accreted Amount of any Capital Appreciation Bond for each maturity as of any date other than an Interest Accretion Date is the sum of (a) the Compound Accreted Amount for such Bond on the immediately preceding Interest Accretion Date plus (b) the product of (i) the difference between (A) the Compound Accreted Amount of that Bond on the immediately preceding Interest Accretion Date and (B) the Compound Accreted Amount of that Bond on the immediately succeeding Interest Accretion Date, times (ii) the ratio of (c) the number of days from the immediately preceding Interest Accretion Date to the date of determination to (D) the total number of days from that immediately preceding Interest Accretion Date to the immediately succeeding Interest Accretion Date; provided, however, that in determining the Compound Accreted Amount of a Capital Appreciation Bond as of a date prior to the first Interest Accretion Date, the Closing Date shall be deemed to be the immediately preceding Interest Accretion Date and the original principal amount of that Capital Appreciation Bond shall be deemed to be the Compound Accreted Amount on the Closing Date.

"Continuing Disclosure Certificate" means the certificate authorized by subsection 6(c), to be substantially in the form on file with the Treasurer, and which, together with the agreements of the School District set forth in that subsection, shall constitute the continuing disclosure agreement made by the School District for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

"Current Interest Bonds" means, collectively, the Current Interest Serial Bonds and the Current Interest Term Bonds, each as is designated as such in the Final Terms Certificate.

"Current Interest Serial Bonds" means those Current Interest Bonds designated as such and maturing on the dates set forth in the Final Terms Certificate, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

"Current Interest Term Bonds" means those Current Interest Bonds designated as such and maturing on the date or dates set forth in the Final Terms Certificate, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of book entry interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Escrow Agreement" means the Escrow Agreement between the School District and the Escrow Trustee, as it may be modified from the form on file with the Treasurer and executed by the Treasurer in accordance with Section 8.

"Escrow Fund" means the Escrow Fund established pursuant to Section 9.

"Escrow Trustee" means the bank or trust company appointed pursuant to Section 8 of this Resolution as the initial escrow trustee with respect to the Refunded Bonds under the Escrow Agreement and until a successor Escrow Trustee shall have become such pursuant to the provisions of the Escrow Agreement and, thereafter, "Escrow Trustee" shall mean the successor Escrow Trustee.

"Final Terms Certificate" means the certificate authorized by Section 6(a), to be signed by the Treasurer, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Resolution requires or authorizes to be set forth or determined therein.

"Interest Accretion Dates" means, unless otherwise determined by the Treasurer in the Final Terms Certificate, as to any Capital Appreciation Bonds, each June 1 and December 1, commencing December 1, 2010, in the years any Capital Appreciation Bonds are outstanding.

"Interest Payment Dates" means, unless otherwise determined by the Treasurer in the Final Terms Certificate, (a) as to Current Interest Bonds, June 1 and December 1 of each year that the Current Interest Bonds are outstanding, commencing December 1, 2010, and (b) as to any Capital Appreciation Bonds, their respective maturity dates.

"Maturity Amount" means, with respect to a Capital Appreciation Bond, the principal and interest due and payable at the stated maturity of that Capital Appreciation Bond.

"Original Purchaser" means, unless otherwise determined by the Treasurer in the Final Terms Certificate, Stifel, Nicolaus & Company, Incorporated.

"Participant" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

"Principal Payment Dates" means, unless otherwise determined by the Treasurer in the Final Terms Certificate, December 1 in all or a portion of the years from and including 2012 to and including 2023, provided that in no case shall the total number of Principal Payment Dates exceed the maximum maturity of the Bonds referred to in the preambles hereto.

"Refunded Bonds" means those of the School District's outstanding Classroom Facilities Improvement Bonds, Series 2001, dated as of April 1, 2001, and maturing on December 1 of the years 2012 through 2017, 2020 and 2023, determined by the Treasurer in the Final Terms Certificate to be necessary and in the best interest of the School District to be refunded at a lower interest cost.

"Rule" means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

"SEC" means the Securities and Exchange Commission.

The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Board determines that it is necessary and in the best interest of the School District to issue bonds of the School District in one lot in the maximum principal amount of $5,800,000 (the Bonds) for the purpose of refunding at a lower interest cost

certain of the School District's outstanding Classroom Facilities Improvement Bonds, Series 2001, dated as of April 1, 2001, which were issued for the purpose of paying (i) the local share of school construction under the State of Ohio Classroom Facilities Assistance Program and (ii) the costs of acquiring a site for classroom facilities under the State of Ohio Classroom Facilities Assistance Program, including the payment of expenses related to the refunding of the Refunded Bonds and the issuance of the Bonds.

The aggregate principal amount of Bonds to be issued shall not exceed $5,800,000 and shall be issued in an amount determined by the Treasurer in the Final Terms Certificate to be the aggregate principal amount of Bonds required to be issued at this time, taking into account the outstanding principal amount of the Refunded Bonds, any premium above or discount from the aggregate principal amount of the Bonds at which they are sold to the Original Purchaser, in order to effect the purpose for which the Bonds are to be issued, including the payment of any expenses properly allocable to the refunding of the Refunded Bonds and the issuance of the Bonds.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in the Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The respective principal amounts of the Bonds to be issued as Current Interest Bonds and Capital Appreciation Bonds (if any Bonds are to be issued as Capital Appreciation Bonds) shall be determined by the Treasurer in the Final Terms Certificate, having due regard to the best interest of and financial advantages to the School District. The Current Interest Bonds shall be dated as provided in the Final Terms Certificate, provided that their dated date shall not be more than 60 days prior to the Closing Date, and any Capital Appreciation Bonds shall be dated as of the Closing Date.

(a) Interest Rates and Interest Payment Dates. The Current Interest Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360 day year consisting of 12 30-day months) as shall be determined by the Treasurer in the Final Terms Certificate. Interest on the Current Interest Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Current Interest Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

Any Capital Appreciation Bonds shall bear interest from the Closing Date at the compounding rate or rates of interest (computed on the basis of a 360 day year consisting of 12 30-day months), accrued and compounded on each Interest Accretion Date and payable at maturity, that will result in the aggregate Maturity Amounts payable at maturity, as shall be determined by the Treasurer in the Final Terms Certificate. The total interest accrued on any Capital Appreciation Bond as of any particular date shall be an amount equal to the amount by which the Compound Accreted Amount of that Capital Appreciation Bond exceeds the original principal amount of that Capital Appreciation Bond as of that date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in principal amounts as shall be determined by the Treasurer, subject to subsection (c) of this Section, in the Final Terms Certificate, consistent with the Treasurer's determination of the best interest of and financial advantages to the School District.

Consistent with the foregoing and in accordance with the Treasurer's determination of the best interest of and financial advantages to the School District, the Treasurer shall specify in the Final Terms Certificate (i) the aggregate principal amount of Current Interest Bonds to be issued as Current Interest Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to

mature on each such Principal Payment Date, (ii) the aggregate principal amount of Current Interest Bonds to be issued as Current Interest Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Current Interest Term Bonds shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date, and (iii) the aggregate principal amount of any Bonds to be issued as Capital Appreciation Bonds and the corresponding aggregate Maturity Amount thereof, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, and the principal amount and corresponding Maturity Amount thereof that shall be payable on each such Principal Payment Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Current Interest Bonds and the compounding rate or rates of interest per year to be borne by any Capital Appreciation Bonds, and the principal amount of Current Interest Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date and the Maturity Amount of any Capital Appreciation Bonds payable on each Principal Payment Date, shall be such (i) as to demonstrate net present value savings to the School District due to the refunding of the Refunded Bonds, taking into account all expenses related to that refunding and issuance of the Bonds, and (ii) that the true interest cost of the Bonds shall not exceed 6%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Current Interest Bonds, and principal of and interest on any Capital Appreciation Bonds, shall be payable when due upon presentation and surrender of the Bonds at the office of the Bond Registrar designated in the Final Terms Certificate or, if not so designated, then at the principal corporate trust office of the Bond Registrar. Interest on a Current Interest Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing on the Bond Register at the close of business on the 15th day preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Treasurer, in the name and on behalf of the School District, in connection with the book entry system.

(e) Redemption Provisions. The Current Interest Bonds shall be subject to redemption prior to stated maturity as follows:

(f) Mandatory Sinking Fund Redemption of Current Interest Term Bonds. If any of the Bonds are issued as Current Interest Term Bonds, the Current Interest Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those dates, for which provision is made in the Final Terms Certificate (such dates and amounts being the Mandatory Sinking Fund Redemption Requirements).

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Current Interest Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that date the principal amount of Current Interest Term Bonds payable on that date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The School District shall have the option to deliver to the Bond Registrar for cancellation Current Interest Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the School District, as specified by the Treasurer, for Current Interest Term Bonds stated to mature on the same Principal Payment Date as the Current Interest Term Bonds so delivered. That option shall be exercised by the School District on or before the 15th day preceding any Mandatory Redemption Date with respect to which the School District wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Treasurer, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Current Interest Term Bonds stated to mature on the same Principal Payment Date. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Treasurer, also shall be received by the School District for any Current Interest Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Current Interest Term Bonds stated to mature on the same Principal Payment Date as the Current Interest Term Bonds so redeemed or purchased and canceled.

Each Current Interest Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Treasurer, for Current Interest Term Bonds stated to mature on the same Principal Payment Date as the Current Interest Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Current Interest Bonds of the maturities, if any, specified in the Final Terms Certificate shall be subject to redemption by and at the sole option of the School District, in whole or in part in integral multiples of $5,000, on the dates, in the years and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Treasurer in the Final Terms Certificate; provided that the redemption price for the earliest optional redemption date shall not be greater than 103%.

If optional redemption of Current Interest Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Current Interest Term Bonds, the Current Interest Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Current Interest Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Treasurer to the Bond Registrar, given upon the direction of this Board through a resolution. That notice shall specify the redemption date and the principal amount of each maturity of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities selected by the School District. If fewer than all of the Bonds of a single maturity are to be redeemed, the selection of Bonds of that maturity to be redeemed, or portions thereof in amounts of $5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by

the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then outstanding, each $5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a $5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (i) for payment of the redemption price of the $5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (ii) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the School District by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to Section 11, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the School District to the extent not required for the payment of the Bonds called for redemption.

(vi) Capital Appreciation Bonds. The Capital Appreciation Bonds, if any, are not subject to redemption prior to maturity.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the President or Vice President and Treasurer of this Board, in the name of the School District and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized

Denominations and numbers as requested by the Original Purchaser and approved by the Treasurer, shall be numbered as determined by the Treasurer in order to distinguish each Bond from any other Bond and to distinguish the Current Interest Bonds from any Capital Appreciation Bonds, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the provisions of Chapters 133 and 3318 of the Revised Code, the approval of the electors at the election identified in the first preamble hereto, this Resolution and the Final Terms Certificate.

The Bank of New York Mellon Trust Company, N.A. is appointed to act as the initial Bond Registrar; provided, however, that the Treasurer is authorized to appoint a different Bond Registrar in the Final Terms Certificate after determining that such bank or trust company will not endanger the funds or securities of the School District and that proper procedures and safeguards are available for that purpose. The Treasurer shall sign and deliver, in the name and on behalf of the School District, the Bond Registrar Agreement in substantially the form as is now on file with the Treasurer. The Bond Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Bond Registrar Agreement or amendments thereto. The Treasurer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Bond Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Treasurer on behalf of the School District. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Registrar. So long as any of the Bonds remain outstanding, the School District will cause the Bond Registrar to maintain and keep the Bond Register at the office satisfactory to the Treasurer and the Bond Registrar. Subject to the provisions of Section 6, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the School District nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the School District's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the office of the Bond Registrar designated in the Final Terms Certificate or, if not so designated, then at the principal corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new

Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the School District are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the School District. In all cases of Bonds exchanged or transferred, the School District shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the School District and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The School District or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the School District, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the School District nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Resolution, if the Treasurer determines in the Final Terms Certificate that it is in the best interest of and financially advantageous to the School District, the Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book entry system and, if and so long as a book entry system is utilized, (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent which may be the Bond Registrar; (ii) the book entry interest owners of Bonds in book entry form shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book entry interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the School District.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Treasurer may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Treasurer does not or is unable to do so, the Treasurer, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of School District action or inaction, of those persons requesting such issuance.

The Treasurer is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the School District, that the Treasurer determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Sale of the Bonds.

(a) To the Original Purchaser. The Bonds shall be sold at private sale to

the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Treasurer in the Final Terms Certificate, plus accrued interest on the Current Interest Bonds from their date to the Closing Date, and shall be awarded by the Treasurer with and upon such other terms as are required or authorized by this Resolution to be specified in the Final Terms Certificate, in accordance with law, the provisions of this Resolution and the Bond Purchase Agreement. The Treasurer is authorized, if it is determined to be in the best interest of the School District, to combine the issue of Bonds with one or more other bond issues of the School District into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code in which case a single Final Terms Certificate may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Resolution.

The Treasurer shall sign and deliver the Final Terms Certificate and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The President, Vice President and Treasurer of this Board, the Superintendent and other School District officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

The Treasurer shall sign and deliver, in the name and on behalf of the School District, the Bond Purchase Agreement between the School District and the Original Purchaser, in substantially the form as is now on file with the Treasurer, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Bond Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Bond Purchase Agreement or amendments thereto.

(b) Primary Offering Disclosure - Official Statement. The President or Vice President and Treasurer of this Board and the Superintendent, on behalf of the School District and in their official capacities, are authorized to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, an official statement in connection with the original issuance of the Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the School District or is a final official statement for purposes of SEC Rule 15c2 12(b)(1), (3) and (4), (iii) use and distribute, or authorize the use and distribution of, that official statement and any supplements thereto in connection with the original issuance of the Bonds and (iv) complete and sign that official statement as so approved together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of that official statement as they deem necessary or appropriate.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the School District agrees, as the only obligated person with respect to the Bonds under the Rule, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner, as may be required for purposes of the Rule. In order to describe and specify certain terms of the School District's continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the President or Vice President and Treasurer of this Board and the Superintendent are authorized and directed to sign and deliver, in the name and on behalf of the School District, the Continuing Disclosure Certificate, in substantially the form as is now on file with the Treasurer, with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of that Certificate or amendments to it. The agreement formed, collectively, by the Bonds, this paragraph and that Certificate, shall be the

School District's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the School District would be required to incur to perform it.

(d) Application for Rating or Bond Insurance; Financing Costs. If, in the judgment of the Treasurer, the filing of an application for (i) a rating on the Bonds by one or more nationally recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this School District, the Treasurer is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent paid by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Treasurer is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the School District, that the Treasurer determines to be necessary in connection with the obtaining of that bond insurance.

The expenditure of the amounts necessary to secure those ratings and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Bonds, to the extent not paid by the Original Purchaser in accordance with the Bond Purchase Agreement, is authorized and approved, and the Treasurer is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

(e) Application for Participation in Ohio School District Credit Enhancement Program. If, in the Treasurer's judgment, it is in the best interest of and financially advantageous to the School District, the Treasurer is authorized to apply, on behalf of the School District, to the Ohio Department of Education (the Department) for permission for the School District to participate in the Ohio School District Credit Enhancement Program and thereby to request that the Department approve an agreement with the School District and the Bond Registrar, which agreement may be incorporated as a part of the Bond Registrar Agreement, providing for the withholding and deposit of state education aid (the State Education Aid), as defined for purposes of Section 3301-8-01(A) of the Ohio Administrative Code, otherwise due the School District for the payment of debt charges on the Bonds under certain circumstances. If the School District receives that permission and the Treasurer determines in the Final Terms Certificate that it is in the best interest of and financially advantageous to the School District, the Treasurer may sign and deliver, in the name and on behalf of the School District, such an agreement. The School District covenants that, if the School District enters into such an agreement with the Department, it will not pledge State Education Aid as primary security for other obligations on a parity with the Bonds, unless the projected amount of State Education Aid to be distributed to the School District in the then current fiscal year exceeds the aggregate maximum annual debt charges on all outstanding and proposed obligations of the School District to which State Education Aid is pledged as primary security by a ratio of at least 2.5 to 1; provided that this covenant shall not prevent the School District from issuing obligations having a claim on State Education Aid subordinate to that of the Bonds. The Treasurer is authorized to sign and deliver, in the name and on behalf of the School District, to the extent necessary or required, any other instruments or agreements necessary to enable the School District to participate in the Program.

Section 7. Refunding; Call of Refunded Bonds. This Board determines that it is necessary and in the best interest of the School District to refund the Refunded Bonds. The Treasurer is authorized and directed to give to The Bank of New York Mellon Trust Company, N.A., as the authenticating agent, bond registrar, transfer agent and paying agent for the Refunded Bonds, on or promptly after the Closing Date, written notice of the call for redemption, and the Refunded Bonds shall be redeemed in

accordance with the Original Bond Legislation and the Escrow Agreement. The School District covenants for the benefit of the holders of the Refunded Bonds and of the Bonds, that it will at no time on or after the Closing Date take actions to modify or rescind that call for prior redemption, and that it will take, and will cause the bond registrar and paying agent for the Refunded Bonds to take, all steps required by the terms of the Refunded Bonds to make and perfect that call for prior redemption.

Section 8. Escrow Trustee. The Bank of New York Mellon Trust Company, N.A. is appointed to act as the initial Escrow Trustee with respect to the refunding of the Refunded Bonds; provided, however, that the Treasurer is authorized to appoint a different Escrow Trustee in the Final Terms Certificate after determining that such bank or trust company will not endanger the funds or securities to be held in trust for redemption of the Refunded Bonds. The Escrow Trustee is authorized and directed to cause notice of the refunding of the Refunded Bonds to be given in accordance with the Escrow Agreement. The Treasurer shall sign and deliver, in the name and on behalf of the School District, the Escrow Agreement between the School District and the Escrow Trustee, in substantially the form as is now on file with the Treasurer. The Escrow Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Escrow Agreement or amendments thereto. The Treasurer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Section 9. Escrow Fund. There is created under the Escrow Agreement a trust fund designated the "Crestwood Local School District 2001 Bonds Escrow Fund" which shall be held and maintained by the Escrow Trustee in trust for the registered owners of the Refunded Bonds and is pledged for the payment of principal of and interest on the Refunded Bonds, all in accordance with the provisions of the Escrow Agreement. The Treasurer is hereby authorized and directed to pay to the Escrow Trustee for deposit in the Escrow Fund (i) any funds on deposit in the Bond Retirement Fund for the payment of debt charges on the Refunded Bonds and (ii) all of the proceeds from the sale of the Bonds, except any accrued interest and any proceeds to be used for the payment of any expenses properly allocable to the refunding of the Refunded Bonds or the issuance of the Bonds as determined by the Treasurer. Those funds are appropriated and shall be applied to pay principal of and interest and redemption premium, if any, on the Refunded Bonds, as provided in the Escrow Agreement.

The funds so deposited in the Escrow Fund shall be (a) held in cash to the extent that they are not needed to make the investments hereinafter described and (b) invested in direct obligations of, or obligations guaranteed as to payment by, the United States of America (within the meaning of Section 133.34(D) of the Revised Code) that mature or are subject to redemption by and at the option of the holder, in amounts sufficient, together with any uninvested cash in the Escrow Fund but without further investment or reinvestment, for the payment of principal of and interest and redemption premium on the Refunded Bonds as provided in the Escrow Agreement.

If U.S. Treasury Securities - State and Local Government Series are to be purchased for the Escrow Fund, the Original Purchaser and the Escrow Trustee are hereby specifically authorized to file, on behalf of the School District, subscriptions for the purchase and issuance of those U.S. Treasury Securities - State and Local Government Series. If, in the judgment of the Treasurer, an open-market purchase of obligations described in (b) in the preceding paragraph for the Escrow Fund is in the best interest of and financially advantageous to this School District, the Treasurer or any other officer of the School District, on behalf of the School District and in the Treasurer's official capacity, may purchase and deliver such obligations, engage the services of a financial advisor, bidding agent or similar entity for the purpose of facilitating the bidding,

purchase and delivery of such obligations for, and any related structuring of, the Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, except to the extent paid by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

Section 10. Application of Proceeds. The proceeds from the sale of the Bonds (except any accrued interest and any proceeds to be used for the payment of any expenses properly allocable to the refunding of the Refunded Bonds or the issuance of the Bonds as determined by the Treasurer) shall be paid into the Escrow Fund as provided in Section 9. Any proceeds to be used for the payment of any expenses properly allocable to the refunding of the Refunded Bonds or the issuance of the Bonds, as determined by the Treasurer, shall be paid into the proper fund or funds. Any proceeds representing accrued interest shall be paid into the Bond Retirement Fund. The proceeds from the sale of the Bonds (except any accrued interest) are appropriated and shall be used for the purpose for which the Bonds are being issued.

Section 11. Provisions for Tax Levy. There shall be levied on all the taxable property in the School District, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be unlimited as to amount or rate, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

Section 12. Federal Tax Considerations. The School District covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be an item of tax preference under Section 57 of the Code.

The School District further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Treasurer, as fiscal officer of this Board, or any other officer of the School District having responsibility for the issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation (including designation of the Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable), choice, consent, approval or waiver on behalf of the School District with respect to the Bonds as the School District is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(c) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting the favorable tax

treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the School District, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the School District, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the School District regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt charges on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

Section 13. Certification and Delivery of Resolution and Final Terms Certificate. The Treasurer is directed to deliver or cause to be delivered a certified copy of this Resolution and a signed copy of the Final Terms Certificate to the Portage County Auditor.

Section 14. Retention of Bond Counsel. The legal services of Squire, Sanders & Dempsey L.L.P., as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Bonds and the rendering of the necessary legal opinion upon the delivery of the Bonds. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the School District in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the School District or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services, whether or not the Bonds are ever issued. The Treasurer is authorized and directed, to the extent they are not paid by the Original Purchaser in accordance with the Bond Purchase Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 15. Satisfaction of Conditions for Bond Issuance. This Board determines that all acts and conditions necessary to be performed by the Board or the School District or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the School District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 11) of the School District are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 16. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken

in open meetings of this Board or of its committees, and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 17. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

ROLL CALL: Mr. Justus, aye; Mr. Becker, aye; Mr. Cline, aye;
Mrs. Phillips, aye; Mr. Erickson, aye.
Motion carried.

Property Sale/Purchase

A motion was made by Mr. Erickson and seconded by Mr. Cline to give approval to dispose of by sale, recycle, or trash (as applicable), the obsolete and/or broken equipment as presented and to remove it from the inventory records of the district.
ROLL CALL: Mr. Erickson, aye; Mr. Cline, aye; Mr. Becker, aye;
Mr. Justus, aye; Mrs. Phillips, aye.
Motion carried.

Tuition

A motion was made by Mr. Justus and seconded by Mr. Becker to accept the admission of out-of-state student, Landon Klem, as a tuition-paying student.
ROLL CALL: Mr. Justus, aye; Mr. Becker, aye; Mr. Erickson, aye;
Mr. Cline, aye; Mrs. Phillips, aye.
Motion carried.

Retirement

A motion was made by Mr. Erickson and seconded by Mr. Justus to accept a resignation for disability retirement from Judith Bujak, Bus Driver, effective June 1, 2010.
ROLL CALL: Mr. Erickson, aye; Mr. Justus, aye; Mrs. Phillips, aye;
Mr. Becker, aye; Mr. Cline, aye.
Motion carried.

Resignation

A motion was made by Mr. Erickson and seconded by Mr. Becker to accept the following resignations:

Jacob Magalski, Custodian	Effective August 20, 2010
Erika Gay, Substitute Teacher	Effective August 4, 2010

ROLL CALL: Mr. Erickson, aye; Mr. Becker, aye; Mr. Justus, aye;
Mrs. Phillips, aye; Mr. Cline, aye.
Motion carried.

Contracts

A motion was made by Mrs. Phillips and seconded by Mr. Becker to extend contracts to the following individuals for the 2010-2011 school year (pending satisfactory BCII/FBI report and appropriate certification where required):

Substitute Aide:	Substitute Teacher:
Caroline Focareto	Pamela Auble
Terri Lawless	Patrick Cupples
Dionne Mast	Maria Jacobs
Tricia Sevc	

ROLL CALL: Mrs. Phillips, aye; Mr. Becker, aye; Mr. Cline, aye;
Mr. Justus, aye; Mr. Erickson, aye.
Motion carried.

Supplementals

A motion was made by Mr. Becker and seconded by Mr. Justus to extend supplemental or personal service contracts as applicable to the following individuals for the 2010-2011 school year contingent upon attaining minimum participation criteria and pending satisfactory BCII/FBI report and appropriate certification where required:

Valerie Agle	Cheerleading (volunteer)

Supplementals

Kimberly Ondash	Cross Country (volunteer)	
Celia Tench	Choir - Girls	
Lawrence Searl, Jr.	Football (volunteer)	
Judith Guegold	Band - Instrumental	
Judith Guegold	Band - Jazz	
Debra Wiandt	Band - Instrumental	
Debra Wiandt	Band - Jazz	
Marie Shipman	Dance Advisor - 8th Grade	
Amanda Holler	District Mentor	
Christine Guesman	District Mentor	
Teresa Moon	District Mentor	
Dianna Mattmuller	Leadership Advisor	
Lynne Morrison	Leadership Advisor	
Celia Tench	Music - Vocal	
Andrew Senkar	Pit Percussion Instructor	
Tammy Anfang	Power of the Pen	
Kimberly Marfy	Power of the Pen	
Jane Kennedy	Spelling Bee (volunteer)	
Jessica Ragle	Ski Club (volunteer)	
Edward Nichols	Ski Club Advisor	
John Bakalar	Technology Liaison (½ contract)	
Teresa Moon	Technology Liaison (½ contract)	
Eddie Judd	Technology Liaison	
Marcia Wallenfeldt	Technology Liaison	
Katherine Viers	Technology Liaison	
Brittany Mayle	Volleyball (volunteer)	
Lesa Reed	Volleyball - 5th Grade	
Lesa Reed	Volleyball - 6th Grade	
Lesa Reed	Volleyball - Intramural 7/8th grades	
Brittany Vanderink	Volleyball (volunteer)	
Patrick Janovick	Team Doctor (volunteer)	
Todd Monroe	Weight Room Supervisor (volunteer)	
Jason Wills	Weight Room Supervisor - Boys	
David Wrobel	Weight Room Supervisor - Girls	
Graham Harmon	Assistant Golf (volunteer)	
Cynthia Barton	Primary Reading One to One Tutor	$7.30/ hour
Leia Baughman	Primary Reading One to One Tutor	$7.30/ hour
Shannon Bretz	Primary Reading One to One Tutor	$7.30/ hour
Kathleen Brooks	Primary Reading One to One Tutor	$7.30/ hour
Sarah Brugmann	Primary Reading One to One Tutor	$7.30/ hour
Sonya Campbell	Primary Reading One to One Tutor	$7.30/ hour
Jan Carnes	Primary Reading One to One Tutor	$7.30/ hour
Kelly Clayman	Primary Reading One to One Tutor	$7.30/ hour
Carmella Cooper	Primary Reading One to One Tutor	$7.30/ hour
Melanie Daniels	Primary Reading One to One Tutor	$7.30/ hour
Sandra Engelhart	Primary Reading One to One Tutor	$7.30/ hour
Diane Farrow	Primary Reading One to One Tutor	$7.30/ hour
Kellie Fiorille	Primary Reading One to One Tutor	$7.30/ hour
Catherine Frances	Primary Reading One to One Tutor	$7.30/ hour
Shawna Fumich	Primary Reading One to One Tutor	$7.30/ hour
Marian Geyer	Primary Reading One to One Tutor	$7.30/ hour
Kathleen Harrison	Primary Reading One to One Tutor	$7.30/ hour
Robin Herbold	Primary Reading One to One Tutor	$7.30/ hour
Patricia Humberson	Primary Reading One to One Tutor	$7.30/ hour
Terri Lawless	Primary Reading One to One Tutor	$7.30/ hour
Bonnie Lovejoy	Primary Reading One to One Tutor	$7.30/ hour
Anna Lowell	Primary Reading One to One Tutor	$7.30/ hour
Kathy Lusk	Primary Reading One to One Tutor	$7.30/ hour
Janet McClure	Primary Reading One to One Tutor	$7.30/ hour
Tina Morgenstern	Primary Reading One to One Tutor	$7.30/ hour
Margaret Pennell	Primary Reading One to One Tutor	$7.30/ hour

Amy Rhoads	Primary Reading One to One Tutor	$7.30/ hour
Laura Ann Shaffer	Primary Reading One to One Tutor	$7.30/ hour
Bernice Smith	Primary Reading One to One Tutor	$7.30/ hour
Mary Spencer	Primary Reading One to One Tutor	$7.30/ hour
Deborah Tracy	Primary Reading One to One Tutor	$7.30/ hour
Sandra Wagner	Primary Reading One to One Tutor	$7.30/ hour
Betty Ward	Primary Reading One to One Tutor	$7.30/ hour
Lisa White	Primary Reading One to One Tutor	$7.30/ hour
Judith Wilson	Primary Reading One to One Tutor	$7.30/ hour
Kimberly Ule	Primary Reading One to One Tutor	$7.30/ hour
Margaret Riedel	Primary Reading One to One Tutor	$7.30/ hour
Jan Carnes	ROTO Coordinator	$2000 Stipend
Robin Herbold	ROTO Volunteer Coordinator	$2000 Stipend
Lisa Baker	MARC Coordinator	$10.00/hr

Supplemen-tals

ROLL CALL: Mr. Becker, aye; Mr. Justus, aye; Mrs. Phillips, aye;
Mr. Erickson, aye; Mr. Cline, aye.
Motion carried.

A motion was made by Mr. Erickson and seconded by Mr. Cline to rescind the Pit Percussion Instructor personal service contract that was extended to Andrew Fillipiac at the June 8, 2010 board meeting.

Supplemen-tals

ROLL CALL: Mr. Erickson, aye; Mr. Cline, aye; Mr. Justus, aye;
Mrs. Phillips, aye; Mr. Becker, aye.
Motion carried.

A motion was made by Mr. Becker and seconded by Mr. Cline to approve the 2010-2011 High School, Middle School, Primary School and Intermediate School Handbooks as presented.

High School
Middle
Elementary

ROLL CALL: Mr. Becker, aye; Mr. Cline, aye; Mr. Erickson, aye;
Mr. Justus, aye; Mrs. Phillips, aye.
Motion carried.

A motion was made by Mr. Erickson and seconded by Mr. Justus to approve the following transportation releases to Aurora City Schools for the 2010-2011 school year:

St. Rita's Student:	Parent:
Simon Padanilam	Joseph Padanilam
Nina Padanilam	Joseph Padanilam

Transport-ation

ROLL CALL: Mr. Erickson, aye; Mr. Justus, aye; Mrs. Phillips, aye;
Mr. Becker, aye; Mr. Cline, aye.
Motion carried.

A motion was made by Mrs. Phillips and seconded by Mr. Cline to enter into a cooperative agreement for services with Children's Advantage for the 2010-2011 school year.

Agrements
Misc.

ROLL CALL: Mrs. Phillips, aye; Mr. Cline, aye; Mr. Becker, aye;
Mr. Justus, aye; Mr. Erickson, aye.
Motion carried.

A motion was made by Mr. Becker and seconded by Mrs. Phillips to approve the following personal service contracts to provide health care services (IEP mandate) at Crestwood Middle School while attending school during 2010-2011 school year at a cost of $19.10 per hour:

Kenneth Klouda, Paramedic (minimum 3 days per week, 7 hours daily)
Wayne Griffiths, LPN (minimum 2 days per week, 7 hours daily)

Contracts

Mr. Becker withdrew his motion and Mrs. Phillips withdrew her second of the motion.

A motion was made by Mr. Erickson and seconded by Mr. Cline to abolish a 3-hour, 9-month

Reductions

secretary position.
ROLL CALL: Mr. Erickson, aye; Mr. Cline, aye; Mr. Becker, aye;
Mrs. Phillips, aye; Mr. Justus, aye.
Motion carried.

School Calendar

A motion was made by Mr. Justus and seconded by Mr. Becker to approve the addition of up to five contingency days (per requirements of ORC 3313.482(A) to the 2010-2011 school year calendar to replace any calamity days that may exceed the three that are allowed under Ohio law. The contingency days to be established are:

June 8, 2011
June 9, 2011
June 10, 2011
June 13, 2011
June 14, 2011

Individual days shall be scheduled only if needed and in the sequence listed above.

ROLL CALL: Mr. Justus, aye; Mr. Becker, aye; Mrs. Phillips, aye;
Mr. Erickson, aye; Mr. Cline, aye.
Motion carried.

Transport-ation

A motion was made by Mrs. Phillips and seconded by Mr. Becker approve reimbursing parents of a special needs student for transporting their child to Southeast Local Schools for the 2010-2011 school year at a cost not to exceed $11,000.00.
ROLL CALL: Mrs. Phillips, aye; Mr. Becker, aye; Mr. Cline, aye;
Mr. Erickson, aye; Mr. Justus, aye.
Motion carried.

Tuition

A motion was made by Mr. Justus and seconded by Mr. Cline to set the Preschool Student Tuition at $750.00 effective with the 2010-2011 school year.
ROLL CALL: Mr. Justus, aye; Mr. Cline, aye; Mr. Becker, aye;
Mrs. Phillips, aye; Mr. Erickson, aye.
Motion carried.

Contracts

A motion was made by Mr. Erickson and seconded by Mr. Cline to establish a 5-hour, 9-month secretary position.
ROLL CALL: Mr. Erickson, aye; Mr. Cline, aye; Mr. Becker, aye;
Mrs. Phillips, aye; Mr. Justus, aye.
Motion carried.

Contracts

A motion was made by Mr. Becker and seconded by Mrs. Phillips to extend a one-year probationary contract as Custodian (4.5 hours per day, 260 days) to Linda Newman effective September 14, 2010 pending satisfactory BCII/FBI report and appropriate certification where required.
ROLL CALL: Mr. Becker, aye; Mrs. Phillips, aye; Mr. Justus, aye;
Mr. Cline, aye; Mr. Erickson, aye.
Motion carried.

A motion was made by Mr. Erickson and seconded by Mr. Justus not to approve School Administrators, Supervisors or Board Members from attending the K-12 School Reinvention Symposium in Washington DC from October 22 to 24, 2010 at the approximate cost of $4,000-$5,000.
ROLL CALL: Mr. Erickson, aye; Mr. Justus, aye; Mrs. Phillips, no;
Mr. Cline, no; Mr. Becker, no.
Motion failed.

The Treasurer reported the following Interest Earned on Investments for the month of July 2010:

RECORD OF PROCEEDINGS

Minutes of Crestwood Board of Education Meeting

DAYTON LEGAL BLANK, INC. FORM NO. 10148

Held September 13, 20 10

INTEREST EARNED ON INVESTMENTS
FOR THE MONTH OF JULY 2010

Sweep Investments:

General Fund	$ 0.00
(Interest earned on Repurchase Agreements invested for 31 days at average rate of .00% on an average balance of $493,100)	
Fiscal Year to Date Interest:	$ 0.00

Investments

Other Investments:

JPMorgan Chase High Yield Savings	$1,036.61
Andrew Grayson Memorial Fund (Federated High Income Securities)	$ 12.13

Mrs. Phillips left the meeting at 9:04 P.M.

A motion was made by Mr. Becker and seconded by Mr. Cline to go into Executive Session to consider the appointment, employment, dismissal, discipline, promotion or compensation of an employee or the investigation of charges or complaints against an employee unless the employee requests a public hearing.
ROLL CALL: Mr. Becker, aye; Mr. Cline, aye; Mr. Erickson, aye;
Mr. Justus, aye.
Motion carried.

Mrs. Phillips joined the Executive Session at 9:07 P.M.

At 9:34 P.M. the Board emerged from Executive Session.

A motion was made by Mr. Becker and seconded by Mr. Cline to extend the following personal service contracts to provide care services (IEP mandate) at Crestwood Middle School while a student attends school during the 2010-2011 school year at a cost of $19.10 per hour:

Contracts

Kenneth Klouda, Personal Assistant	(minimum 3 days per week, 7 hours daily)
Wayne Griffiths, LPN	(minimum 2 days per week, 7 hours daily)

ROLL CALL: Mr. Becker, aye; Mr. Cline, aye; Mr. Erickson, aye;
Mr. Justus, aye; Mrs. Phillips, aye.
Motion carried.

A motion was made by Mr. Erickson and seconded by Mrs. Phillips to adjourn the meeting.
ROLL CALL: Mr. Erickson, aye; Mrs. Phillips, aye; Mr. Cline, aye;
Mr. Justus, aye; Mr. Becker, aye.

There being no further business to come before Board, the meeting was adjourned at 9:51 P.M.

David V. Cline, President

Carol F. Corbett, Treasurer/CFO