RECORD OF PROCEEDINGS

Minutes of Crestwood Board of Education Meeting

DAYTON LEGAL BLANK, INC., FORM NO. 10148

Held November 1, 20 10

MINUTES OF THE REGULAR MEETING OF THE CRESTWOOD BOARD OF EDUCATION HELD MONDAY, NOVEMBER 1, 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 Mr. Becker and seconded by Mr. Cline to act on the following items of business:

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

General Fund Listing
Warrants Paid
Permanent Improvement Expenditures
Cash Reconciliation

Finance

Board acceptance of the following donations:

	From:
<u>To the High School</u>:	
Glassware, microscope and small centrifuge valued at $900.00 for the science classes	Eaton Corporation
$368.00 payment for the Spirit bus traveling to the football game on September 17, 2010	Anonymous donor
<u>To the Primary School</u>:	
$476.00 to the School Revenue Fund	Target
150 recycled cloth book bags valued at $75.00 to the Reading Literacy Fund	Walmart
<u>To the Intermediate School</u>:	
$3,883.87 to purchase 2 Epson Interactive projectors	Crestwood Intermediate PTO
$174.69 to the School Revenue fund	Target

Donations

Transfers

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

Board approval of the 2010-2011 Intents and Purposes Statements as presented for the Middle School Ski/Snowboard Club and the Middle School Leadership Committee.

Activity Accounts

Board approval of Amended Certificate of Resources #2 dated September 30, 2010 and the corresponding Appropriation Modification #2 of the same date as presented.

Appropriations

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Transfers

Board approval to transfer the remaining balance of $1,618.50 from the Class of 2010 Activity fund (200 9062) to the Class of 2011 Activity fund (200 9064) in keeping with their Intents and Purposes of 2009-2010.

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

Minute Record

A motion was made by Mrs. Phillips and seconded by Mr. Cline to approve the Minutes from the meetings of October 4 (special and regular) and 11, 2010 as presented.
ROLL CALL: Mrs. Phillips, aye; Mr. Cline, aye; Mr. Becker, aye; Mr. Justus, abstain; Mr. Erickson, aye.
Motion carried.

Bids/Advertisement

A motion was made by Mr. Erickson and seconded by Mr. Justus to accept bids for the purchase of two 71/72-passenger busses and one handicapped-equipped bus from Power City International with the trade-in of current bus numbers 35, 40, and 33 as presented. (Other bids received: Myers Equipment and Cardinal Bus Sales, Inc.)
ROLL CALL: Mr. Erickson, aye; Mr. Justus, aye; Mrs. Phillips, aye; Mr. Cline, aye; Mr. Becker, aye.
Motion carried.

Property

Sale/Purchase

A motion was made by Mr. Justus and seconded by Mr. Cline to remove a music shell and Roland KR-4700 keyboard (not repairable) from fixed asset inventory and dispose of these by sell or trash as applicable.
ROLL CALL: Mr. Justus, aye; Mr. Cline, aye; Mr. Erickson, aye; Mr. Becker, aye; Mrs. Phillips, aye.
Motion carried.

Resolution

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

Resolution 2010-24

This SETTLEMENT AND RELEASE AGREEMENT (this "Agreement") is entered into and effective as of November ____, 2010 ("Effective Date), by and between Crestwood Local School District Board of Education ("Crestwood") and CompManagement, Inc., a Sedgwick CMS Company ("CMI").

RECITALS

Agreements/Misc.

WHEREAS, CMI provides certain unemployment services to Crestwood as an employer in the State of Ohio pursuant to contract; and,

WHEREAS, CMI received a request for separation information from the State of Ohio on June 30, 2010, relating to a claim for unemployment benefits by claimant Jack Hannan; and,

WHEREAS, CMI alleges that it contacted Crestwood on July 7, 2010, requesting said separation information prior to the deadline to respond to the state on July 13, 2010; and,

WHEREAS, Crestwood returned said separation information to CMI on July 13, 2010, through legal counsel; and,

WHEREAS, CMI failed to file said separation information with the state on July 13, 2010; and,

WHEREAS, on July 16, 2010, the State of Ohio issued its determination that the claimant Jack Hannan was entitled to unemployment benefits; and,

WHEREAS, CMI failed to file an appeal of the state's determination of eligibility and entitlement for claimant Jack Hannan; and,

WHEREAS, a certain dispute has arisen between the Parties involving CMI's failure to file the separation information and failure to appeal the state's determination of eligibility and entitlement for claimant Jack Hannan ("the Dispute"); and,

WHEREAS, the Parties desire to resolve and settle the Dispute,

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. CMI agrees to refund to Crestwood the service fees for the September 1, 2009 through August 31, 2010 contract period in the amount of $6,669.00.

2. In consideration of this refund of service fees by CMI, Crestwood agrees to waive any claim it has or may have against CMI due to its failure to file the separation information and failure to appeal the Jack Hannan claim and further agrees that it will seek no further consideration from CMI based on this failure to file the separation information and failure to appeal the Jack Hannan claim.

3. RELEASE. Based on the consideration by the parties outlined in paragraphs 1 and 2 above, the Parties agree to release and forever discharge each other and their respective affiliates, subsidiaries, shareholders, directors, officers, employees, agents, other representatives, successors and assigns from any and all obligations, responsibilities, claims, proceedings, controversies, suits, causes of action, damages, liabilities and demands whatsoever, at law or in equity, whether known, unknown, accrued or unaccrued, relating to or arising out of or in connection with the Event.

4. GENERAL PROVISIONS.

a. Successors and Assigns. This Agreement shall inure to the benefit of the Parties and their respective successors and assigns, and shall be binding upon the Parties and their respective successors and assigns.

b. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio (without giving effect to principles of conflicts of laws) applicable to a contract executed and to be performed in such state.

c. Entire Agreement. This Agreement supersedes all prior discussions and agreements between and among the Parties, and contains the sole and entire agreement between the Parties with respect to the Event.

d. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

e. Severability. If any provision of this Agreement is held to be

illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of any party under this Amendment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

f. Waiver. The failure of any party to insist on strict compliance with this Agreement, or to exercise any right or remedy hereunder, shall not constitute a waiver of any rights contained herein or estop any party from thereafter demanding full and complete compliance therewith, nor prevent any party from exercising any right or remedy in the future.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by persons authorized to act in their respective names as of the Effective Date.

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

A motion was made by Mr. Erickson and seconded by Mr. Justus to give approval to offer the following Adult Education classes to the public and to pay the designated instructors as shown:

Contracts

	Fee to charge:	Instructor:
Spring 2010:		
Digital Photography and Adobe Photoshop	$75.00	David Scott (stipend $50.00 per student)
Computer Basics	$50.00	John Bakalar (stipend $25.00 per student)
Fall 2010:		
Digital Photography and Adobe Photoshop	$75.00	David Scott (stipend $50.00 per student)
Ceramics Class	$50.00	Jennifer Scott (stipend $35.00 per student)

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

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

Resignations

Andrew Brown	Building Liaison	effective October 22, 2010
Evelyn Bixler	Substitute Teacher	effective October 27, 2010

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

A motion was made by Mrs. Phillips and seconded by Mr. Becker to extend a

Contracts

contract as substitute teacher to Barbara Hauman for the 2010-2011 school year pending satisfactory BCII/FBI report and appropriate certification where required.
ROLL CALL: Mrs. Phillips, aye; Mr. Becker, aye; Mr. Erickson, aye; Mr. Cline, aye; Mr. Justus, aye.
Motion carried.

Supplemen-tals

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

Michael Brode	Basketball - Girls (volunteer)
John Carnes	Basketball - Girls (volunteer)
Wanda Hoffman	Basketball Girls - JV
Brittany Mayle	Basketball Girls - Varsity Assistant
Grover Vaught	Basketball Boys - JV
Brandon Duncan	Basketball Boys (volunteer)
Nancy Groselle	Monday Detention Teacher - $10.00 per hour
Amanda Holler	Wednesday Detention Teacher - $10.00 per hour
Andrew Brown	Study Table Monitoring - $15.00 per hour
Betty Miner	Study Table Monitoring - $15.00 per hour
James David Wesley	Basketball Boys - 8th Grade
Daniel Lieberth	Basketball Boys - 7th Grade
Kevin Lamb	Basketball Girls - 7th Grade
Randal Usher	Basketball Boys - 5th/6th Grades
James David Wesley	Basketball Boys - 5th/6th Grades
James David Wesley	Basketball Girls - 5th/6th Grades
Sarah McKinney	Basketball Girls - 5th/6th Grades
Allyson Brode	Basketball Girls - 8th Grade
Michael Brode	Basketball - Girls (volunteer)
Kathleen Milford	Activity Sponsor 3rd grading period
Kathleen Milford	Activity Sponsor 4th grading period
Kathleen Milford	Music Vocal (spring)
Melissa Kerst	Ski Club (volunteer)
Lesa Reed	Ski Club (volunteer)
David Jastal	7th/8th Grade Wrestling
Joshua Clemens	7th/8th Grade Wrestling (volunteer)
Patricia Welch	8th Grade Volleyball (volunteer)
Kimberly Ballentine	Primary Reading One to One Tutor - $7.30 per hour
Sandra Karm	Primary Reading One to One Tutor - $7.30 per hour
Tammy Meyer	Primary Reading One to One Tutor - $7.30 per hour

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

High Schoo'

A motion was made by Mr. Erickson and seconded by Mr. Becker to give approval for the High School Wrestling team to accept an invitation to the Ohio Duals Tournament at Saint Paris Graham High School, January 8, 2010 to January 10, 2010 with overnight lodging.
ROLL CALL: Mr. Erickson, aye; Mr. Becker, aye; Mr. Justus, aye; Mr. Cline, aye; Mrs. Phillips, aye.
Motion carried.

High School

A motion was made by Mr. Justus and seconded by Mr. Becker to give approval for High School French students to visit France from March 27, 2011 to April 3, 2011 with overnight lodging contingent upon all requirements of the State Department being met.
ROLL CALL: Mr. Justus, aye; Mr. Becker, aye; Mr. Erickson, aye; Mrs. Phillips, aye; Mr. Cline, aye.
Motion carried.

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Middle School

A motion was made by Mr. Justus and seconded by Mrs. Phillips to give approval for Middle School eighth grade students to visit Washington, D.C. from March 11, 2011 to March 13, 2011 with overnight lodging.
ROLL CALL: Mr. Justus, aye; Mrs. Phillips, aye; Mr. Cline, aye; Mr. Erickson, aye; Mr. Becker, aye.
Motion carried.

Contracts

A motion was made by Mr. Erickson and seconded by Mr. Justus to amend the employment contract for Brian Resh from Custodian to Head Elementary Custodian effective October 18, 2010.
ROLL CALL: Mr. Erickson, aye; Mr. Justus, aye; Mr. Becker, aye; Mr. Cline, aye; Mrs. Phillips, aye.
Motion carried.

Agreements/ Misc.

A motion was made by Mr. Justus and seconded by Mr. Cline to formally roll over the service agreement between the Board and McGown & Markling Co., L.P.A. that was approved by the Board on June 1, 2009 (a copy of which is attached hereto and incorporated herein) under the same terms and conditions for the period of July 1, 2010, through June 30, 2011.
ROLL CALL: Mr. Justus, aye; Mr. Cline, aye; Mr. Erickson, aye; Mr. Becker, aye; Mrs. Phillips, aye.
Motion carried.

Contracts

A motion was made by Mr. Justus and seconded by Mr. Cline to accept a modified agreement between Mary Jo Stoneberg and the Crestwood Local School District Board of Education as presented.
ROLL CALL: Mr. Justus, aye; Mr. Cline, aye; Mrs. Phillips, aye; Mr. Erickson, aye; Mr. Becker, aye.
Motion carried.

Contracts

A motion was made by Mrs. Phillips and seconded by Mr. Cline to extend a contract of employment for the 2010-2011 school year to Judith Richardson as pre-school bus driver, 2 hours per day, 4 days per week effective November 2, 2010.
ROLL CALL: Mrs. Phillips, aye; Mr. Cline, aye; Mr. Becker, aye; Mr. Erickson, aye; Mr. Justus, aye.
Motion carried.

A motion was made by Mr. Justus and seconded by Mr. Cline to extend a contract of employment for the 2010-2011 school year to Mary Jo Stoneberg as pre-school bus driver, 2 hours per day, 4 days per week effective November 2, 2010.
ROLL CALL: Mr. Justus, aye; Mr. Cline, aye; Mr. Erickson, aye; Mrs. Phillips, aye; Mr. Becker, aye.
Motion carried.

The Treasurer reported the following Interest Earned on Investments for the Month of September 2010:

INTEREST EARNED ON INVESTMENTS
FOR THE MONTH OF SEPTEMBER 2010

Investments

Sweep Investments:
General Fund $0.00
(Interest earned on Repurchase Agreements invested for 30 days at average rate of .00% on an average balance of $571,240)
Fiscal Year to Date Interest: $0.00

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Other Investments:

JPMorgan Chase Savings Acct #2908757947	$1,181.78
Middlefield Banking Company Acct #47003092	$1,754.54
Andrew Grayson Memorial Fund (Federated High Income Securities)	$ 11.88
Daniel Meeker Memorial Fund (Certificate #430600194)	$ 8.69
Jesse Spray Crafts Memorial Fund (Certificate #431300330)	$ 103.89
James Griffith Crafts Memorial Fund (Certificate #431300329)	$ 103.89
Emily J. Bartlett Memorial Fund (Certificate #431300356)	$ 59.02
Thomas Ferkol Memorial Fund (Certificate #430600193)	$ 12.87

A motion was made by Mrs. Phillips and seconded by Mr. Cline to go into Executive Session to consider the appointment, employment, dismissal, or discipline of an employee or the investigation of charges or complaints against an employee unless the employee or official requests a public hearing and to confer with board's attorney about matters which are the subject of pending or imminent court action.
ROLL CALL: Mrs. Phillips, aye; Mr. Cline, aye; Mr. Becker, aye;
Mr. Erickson, aye; Mr. Justus, aye.

At 8:00 P.M. the Board went into Executive Session.

At 8:35 P.M. the Board emerged from Executive Session.

A motion was made by Mr. Cline and seconded by Mrs. Phillips to affirm the Findings of the Superintendent Harassment Complaint dated September 30, 2010 regarding a teacher.
ROLL CALL: Mr. Cline, aye; Mrs. Phillips, aye; Mr. Justus, aye;
Mr. Erickson, abstain; Mr. Becker, aye.
Motion carried.

A motion was made by Mr. Cline and seconded by Mr. Becker to affirm the Findings fo the Superintendent Harassment Complaint dated October 4, 2010 in regard to an employee.
ROLL CALL: Mr. Cline, aye; Mr. Becker, aye; Mr. Erickson, aye;
Mrs. Phillips, aye; Mr. Justus, aye.
Motion carried.

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

There being no further business to come before Board, the meeting was adjourned at 8:39 P.M.

David V. Cline, President

Carol F. Corbett, Treasurer/CFO