

REGULAR MEETING

February 23, 2010

The Regular Meeting of the Olentangy Local Board of Education was called to order at the Olentangy Local Schools Administrative Office by Julie Feasel, president, at 6:00 p.m.

Roll Call S. Galloway, absent; D. King, present; D. McFerson, present; J. Smith, absent; J. Feasel, present;

Approve Agenda 10-136 D. King moved, D. McFerson seconded to approve the agenda for the February 23, 2010 regular meeting, as amended to delete Superintendent Action Item A-6 (approve John C. Feasel pupil activity supervisor contract)
Vote: D. King, yes; D. McFerson, yes; J. Feasel, yes. Motion carried.

Executive Session 10-137 D. McFerson moved, D. King seconded to enter into executive session at 6:01 p.m. to discuss negotiations with employees.
Vote: D. McFerson, yes; D. King, yes; J. Feasel, yes. Motion carried.

The board re-entered open session at 6:50 p.m.

Pledge of Allegiance

Board President Report –
State funding; Delaware Area Career Center; Board services; OOMS Students' presentation re: Haiti relief efforts

Superintendent Report –
Good things; Current events; upcoming events; letters of appreciation

Treasurer's Report –
Expenditure reductions; employee severance plan; updating 5 year forecast for May filing; finance committee meeting; STRS/SERS update; bond sale

Public Participation Session #1 – For General Comments – None

Public Participation Session #2 – Regarding Action Items – None

Board Action Item 10-138 D. King moved, D. McFerson seconded to approve the following board action item:

A. Approve revised list of Development Committee members

Committee Chair:

Ralph Au

Long-Range Planning Subcommittee:

Rich Seils, Chair

Mike Manor

Ann Murnane

Mike Norton

Facilities and Maintenance Subcommittee:

Mike Vasbinder, Chair

Anthony Antronica

David Frash

Robert Fuller

Greg Hall

Sharon Jurawitz

Gurgun Muharrem

Charles Reiner

John Schuette

Ron Thomas

Deb Weaver

Technology Acquisition Subcommittee:

Marty Jacobs

Tony Lewis

Vote: D. King, yes; D. McFerson, yes; J. Feasel, yes. Motion carried.

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Board
Action
Item
10-139

D. McFerson moved, D. King seconded to approve the following Board Action Item:

B. Approve employment of Rebecca Jenkins as the treasurer, per contract terms and conditions:

Vote: D. McFerson, yes; D. King, yes; J. Feasel, yes. Motion carried.

Treas.
Action
Items
10-140

D. King moved, D. McFerson seconded to approve Treasurer Action Items A-E:

A. Approve January 2010 financialsB. Approve board meeting minutes from January 27 and February 10, 2010C. Approve donations to the district:

1. To: SMS 8th Grade D.C. Trip
From: Katharine Owen - \$100
Kevin and Terri Brennan - \$695
2. To: OOMS 8th Grade D.C. Scholarship Fund - \$1,747.50
From: OOMS Staff Jean Mondays
3. To: Tyler Run Elementary School, percussion bells valued at approximately \$120
From: Diane Bean
4. To: Liberty High School - \$100
From: Ohio State University - Best of Show/German Students
5. To: SMS 6th Grade Camp
From: Robert and Karen Morris - \$25
Michael and Teresa Kratofil - \$10
Michael and Marcia Sepion - \$10
Michael and Michele Norton - \$100
Richard and Lisa Fritz - \$100
Kevin and Terri Brennan - \$100
6. To: Liberty High School Industrial Tech Club's Robotic Program - \$500
From: Dr. Aaron Fritz
7. To: Orange High School, statistical panels for the gym scoreboard, valued at \$11,250.50
From: Orange High School Athletic Boosters
8. To: Liberty High School, 6' bronze Patriot sculpture, valued at \$16,000.00
From: Liberty High School classes of 2008-09 and 2009-10
9. To: Liberty High School, bronze Patriot sculpture, valued at \$34,000.00
From: Alan Cottrill Studio

D. Approve amended FY10 Appropriations at the Fund Level and Amended Certificate of Estimated ResourcesE. Approve resolution to sell new money bonds in the amount of \$17,920,000

BOND RESOLUTION

AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF NOT TO EXCEED \$17,920,000 FOR THE PURPOSE OF CONSTRUCTING, FURNISHING, AND EQUIPPING NEW SCHOOL FACILITIES, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO; RENOVATING, REPAIRING, IMPROVING, FURNISHING, EQUIPPING, AND CONSTRUCTING ADDITIONS TO EXISTING SCHOOL FACILITIES, BUILDINGS, AND INFRASTRUCTURE; REPLACING EXISTING EQUIPMENT AND CONSTRUCTING VARIOUS PERMANENT IMPROVEMENTS; PURCHASING SCHOOL BUSES AND RELATED TRANSPORTATION EQUIPMENT; CURRICULUM IMPLEMENTATION DISTRICT-WIDE, INCLUDING RELATED TEXTBOOKS AND TECHNOLOGY; AND ACQUIRING LAND AND INTERESTS IN LAND; AUTHORIZING A BOND PURCHASE AGREEMENT APPROPRIATE FOR THE SALE OF THE BONDS; AUTHORIZING THE USE AND DELIVERY OF AN OFFICIAL STATEMENT RELATING TO THE BONDS; AND AUTHORIZING THE PURCHASE OF A MUNICIPAL BOND INSURANCE POLICY, IF DESIRED, IN CONNECTION THEREWITH.

WHEREAS, at the election held March 4, 2008 on the proposition of issuing bonds of the School District in the sum of \$89,890,000 for the purpose stated herein and for levying taxes outside the ten mill limitation to pay the principal of and interest on such bonds, the majority of those voting on the proposition voted in favor thereof; and

WHEREAS, the Treasurer of the Board (the "Treasurer") has certified to this Board that the estimated life of the improvements described in the title of this Resolution that are to be financed with the proceeds of the Bonds exceeds five (5) years, the maximum maturity of the Bonds being twenty-eight (28) years; and

WHEREAS, it is now deemed necessary to issue and sell not to exceed \$17,920,000 of such Bonds for the purpose described in the title of this Resolution under authority of the general laws of the State of Ohio, including Ohio Revised Code Chapter 133;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE OLENTANGY LOCAL SCHOOL DISTRICT, DELAWARE AND FRANKLIN COUNTIES, OHIO THAT:

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Section 1. It is hereby declared necessary to issue bonds of the School District in the principal sum of not to exceed \$17,920,000, or such lesser amount as shall be determined by the Treasurer and certified to this Board, which bonds shall be designated as "Olentangy Local School District, Delaware and Franklin Counties, Ohio School Facilities Construction and Improvement Bonds, Series 2010," or as otherwise designated by the Treasurer (the "Bonds"), for the purpose described in the title of this Resolution. The Bonds may be issued in one or more series.

Section 2. The Bonds shall be issued as fully registered bonds in book entry form only, in such denominations as shall be determined by the Treasurer, but not exceeding the principal amount of Bonds maturing on any one date; shall be numbered consecutively from R 1 upward, as determined by the Treasurer; and shall have such final terms as shall be determined by the Treasurer and set forth in the Certificate of Fiscal Officer provided for in Section 3 hereinbelow.

Section 3. The Treasurer is hereby authorized and directed to execute on behalf of the School District a Certificate of Fiscal Officer Relating to Terms of Bonds (the "Certificate of Fiscal Officer") setting forth the aggregate principal amount and the final terms of the Bonds, which aggregate principal amount and terms, subject to the limitations set forth in this Resolution, shall be as determined by the Treasurer. The Certificate of Fiscal Officer shall indicate the dated date for the Bonds, the dates on which interest on the Bonds is to be paid (the "Interest Payment Dates"), the purchase price for the Bonds, the maturity schedule for the Bonds (provided that the maximum maturity date of the Bonds shall not exceed 28 years), the interest rates for the Bonds (provided that the true interest cost for all Bonds in the aggregate shall not exceed 8.00% per annum), the optional and mandatory redemption provisions, if any, and such other terms not inconsistent with this Resolution as the Treasurer shall deem appropriate.

Section 4. The Bonds shall be issued with interest payable semiannually on each Interest Payment Date until the principal sum is paid or provision has been duly made therefor (the "Current Interest Bonds") or with interest compounded on each Interest Payment Date but payable only at maturity (the "Capital Appreciation Bonds") in such proportions as shall be set forth in the Certificate of Fiscal Officer. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months. The Current Interest Bonds shall be in the denominations of \$5,000 or any integral multiple thereof, and the Capital Appreciation Bonds shall be in the denominations on the date of their issuance and delivery equal to the principal amount which, when interest is accrued and compounded thereon, beginning on the date of delivery to the Original Purchaser (as defined hereinbelow), and each Interest Payment Date thereafter, will equal \$5,000 or any integral multiple thereof at maturity. The Current Interest Bonds shall be dated such date as shall be determined by the Treasurer and set forth in the Certificate of Fiscal Officer, and the Capital Appreciation Bonds shall be dated their date of delivery to the Original Purchaser.

Section 5. The Bonds shall be subject to optional, special and mandatory redemption prior to stated maturity as provided in the Certificate of Fiscal Officer. If optional redemption of the Bonds at a redemption price exceeding 100% is to take place on any date on which a mandatory redemption of the Bonds of the same maturity will take place, the Bonds to be redeemed by optional redemption shall be selected by the Bond Registrar (as defined hereinbelow) prior to the selection of the Bonds to be redeemed at par on the same date.

When partial redemption is authorized, the Bond Registrar shall select Bonds or portions thereof by lot within a maturity in such manner as the Bond Registrar may determine, provided, however, that the portion of any Bond so selected shall be in the amount of \$5,000 or any integral multiple thereof.

The notice of the call for redemption of a Bond shall identify (i) by designation, letters, numbers or other distinguishing marks, the Bond or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. From and after the specified redemption date interest on the Bonds (or portions thereof) called for redemption shall cease to accrue. Such notice shall be sent by first class mail at least 30 days prior to the redemption date to each registered holder of the Bonds to be redeemed at the address shown in the Bond Register (as defined hereinbelow) on the 15th day preceding the date of mailing. Failure to receive such notice or any defect therein shall not affect the validity of the proceedings for the redemption of any Bond.

Section 6. The Bonds shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Resolution. The Bonds shall be executed by the President of the Board (the "President") and by the Treasurer in their official capacities, provided that either or both of their signatures may be a facsimile. No Bond shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until a certificate of authentication, as 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 and delivered under this Resolution and is entitled to the security and benefit of this Resolution. The certificate of authentication may be signed by any officer or officers of the Bond Registrar or by such other person acting as an agent of the Bond Registrar as shall be approved by the Treasurer on behalf of the School District. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Bonds.

Section 7. The principal of and interest 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. The principal of the Bonds shall be payable upon presentation and surrender of the Bonds at the principal office of the Bond Registrar. Each Bond shall bear interest from the later of the date thereof, or the most recent Interest Payment Date to which interest has been paid or duly provided for, unless the date of authentication of any Bond is less than 15 days prior to an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered, at the close of business on the 15th day next preceding that Interest Payment Date (the "Record Date") (unless such date falls on a non business day, in which case the Record Date shall be the preceding business day), on the Bond Register at the address appearing therein.

Any interest on any Bond which is payable, but is not punctually paid or provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Record Date by virtue of having been such owner and such Defaulted Interest shall be paid to the registered owner in whose name the Bond is registered at the close of business on a date (the "Special Record Date") to be fixed by the Bond Registrar, such Special Record Date to be not more than 15 nor less than 10 days prior to the date of proposed payment. The Bond Registrar shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Bondholder, at such Bondholder's address as it appears in the Bond Register, not less than 10 days prior to such Special Record Date, and may, in its discretion, cause a similar notice to be published once in a newspaper in each place where Bonds are payable, but such publication shall not be a condition precedent to the establishment of such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered by the Bond Registrar upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

Section 8. The Treasurer is hereby authorized and directed to serve as authenticating agent, bond registrar, transfer agent, and paying agent (collectively, the "Bond Registrar") for the Bonds or to execute on behalf of the Board a Bond Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Treasurer and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as Bond Registrar for the Bonds. If at any time the Bond Registrar shall be unable or unwilling to serve as such, or the Treasurer in such officer's discretion shall determine that it would be in the best interest of the School District for such functions to be performed by another party, the Treasurer may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Bond Registrar hereunder.

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Each such successor Bond Registrar shall promptly advise all bondholders of the change in identity and new address of the Bond Registrar. So long as any of the Bonds remain outstanding, the School District shall cause to be maintained and kept by the Bond Registrar, at the office of the Bond Registrar, all books and records necessary for the registration, exchange and transfer of Bonds as provided in this Section (the "Bond Register"). Subject to the provisions hereof, the person in whose name any Bond shall be registered on the Bond Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest 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 herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, including the interest thereon, to the extent of the amount or amounts so paid.

Any Bond, upon presentation and surrender at the office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Bond Registrar, may be exchanged for Bonds of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered, and bearing interest at the same rate and maturing on the same date.

A Bond may be transferred only on the Bond Register upon presentation and surrender thereof at the office of the Bond Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Bond Registrar. Upon that transfer, the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered, and bearing interest at the same rate and maturing on the same date.

The School District and the Bond Registrar shall not be required to transfer or exchange (i) any Bond during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Bonds, and ending at the close of business on the day of such mailing, or (ii) any Bonds selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Bonds are exchanged or transferred hereunder, the School District shall cause to be executed and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. 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 it begins the procedure for the exchange or transfer of the Bonds. All Bonds issued upon any transfer or exchange shall be the valid obligations of the School District, evidencing the same debt, and entitled to the same benefits under this Resolution, as the Bonds surrendered upon that transfer or exchange.

Section 9. For purposes of this Resolution, the following terms shall have the following meanings: "Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Bonds may be transferred only through a book entry and (ii) physical Bonds in fully registered form are issued only to a Depository or its nominee as registered owner, with the Bonds "immobilized" in the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Bonds.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book entry system to record beneficial ownership of Bonds and to effect transfers of Bonds in book entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

All or any portion of the Bonds may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Resolution: (i) there shall be a single Bond of each maturity; (ii) those Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) 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 Board. Bond service charges on Bonds in book entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Bonds as provided in this Resolution.

The Bond Registrar may, with the approval of the Board, enter into an agreement with the beneficial owner or registered owner of any Bond in the custody of a Depository providing for making all payments to that owner of principal and interest on that Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this Resolution, without prior presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Bond Registrar and the Board. That payment in any event shall be made to the person who is the registered owner of that Bond on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Bond Registrar shall furnish a copy of each of those agreements, certified to be correct by the Bond Registrar, to other paying agents for Bonds and to the School District. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Resolution.

If requested, the Superintendent of the School District (the "Superintendent"), the Treasurer, or any other officer of this Board is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the School District, a letter agreement among the School District, the Bond Registrar and The Depository Trust Company, as depository, to be delivered in connection with the issuance of the Bonds to the Depository for use in a book entry system in substantially the form submitted to the Board.

If any Depository determines not to continue to act as the Depository for the Bonds for use in a book entry system, the School District and the Bond Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this Resolution. If the School District and the Bond Registrar do not or are unable to do so, the School District and the Bond Registrar, after the Bond Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Bonds from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Bonds), if the event is not the result of action or inaction by the School District or the Bond Registrar, of those persons requesting such issuance.

Section 10. There shall be and is hereby levied annually on all the taxable property in the School District, in addition to all other taxes and outside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Bonds are outstanding, for the purpose of providing, and in an amount which is sufficient to provide funds to pay interest upon the Bonds as and when the same falls due and to provide a fund for the repayment of the principal of the Bonds at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

Section 11. The Debt Service Levy shall be and is hereby 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 such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Bonds when and as the same fall due. Notwithstanding the foregoing, if the School District determines that funds will be available from other sources for the payment of the Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the School District shall appropriate such funds to the payment of the Bonds in accordance with law.

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Section 12. The Bonds shall be sold at private sale to the Robert W. Baird & Co. Incorporated, Cincinnati, Ohio, or such other purchaser or purchasers as the Treasurer may designate in the Certificate of Fiscal Officer (the "Original Purchaser") at the purchase price set forth in the Certificate of Fiscal Officer, plus interest accrued to the date of delivery of the Bonds to the Original Purchaser. The Superintendent, the President and the Treasurer, or any of them individually, are authorized and directed to execute on behalf of the Board a Bond Purchase Agreement with the Original Purchaser, setting forth the conditions under which the Bonds are to be sold and delivered, which agreement shall be in such form, not inconsistent with the terms of this Resolution, as the Treasurer shall determine.

The proceeds from the sale of the Bonds, except the premium and accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose. Any accrued interest received from such sale shall be transferred to the Bond Retirement Fund to be applied to the payment of the principal of and interest on the Bonds, or other obligations of the School District, as permitted by law. Any premium from the sale of the Bonds shall be deposited into the fund or funds specified in the Certificate of Fiscal Officer and used for the proper purposes of such fund or funds.

Section 13. The Treasurer shall determine whether it is in the best interests of the School District to issue the Bonds as obligations the interest on which is excludable from gross income for purposes of federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") ("Tax Exempt Bonds"), or as Build America Bonds within the meaning of Section 54AA(d) of the Code ("BABs"), in one or more series, as the Treasurer deems appropriate.

The School District hereby covenants that it shall comply with the requirements of all existing and future laws which must be satisfied in order that the Bonds are and will continue to be Tax Exempt Bonds or BABs, as the case may be, including without limitation, restrictions on the use of the property financed with the proceeds of the Bonds and restrictions on the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are issued, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Treasurer, or any other officer of this Board, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the School District with respect to the Bonds as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Treasurer, which action shall be in writing and signed by the Treasurer or any other officer of this Board, on behalf of the School District, or to apply for the payment to the School District of any sums in respect of the credit provided for in Section 6431 of the United States Code ("U.S.C.") to the extent such credit is available; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the School District, as may be appropriate to assure the status of the Bonds as Tax Exempt Bonds or BABs, as the case may be; and (c) to give an appropriate certificate on behalf of the School District for inclusion in the transcript of proceedings setting forth the facts, estimates and circumstances, and reasonable expectations of the School District pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the School District regarding compliance by the School District with Section 54AA or Sections 141 through 150 of the Code and the Regulations, as applicable.

The Treasurer shall keep and maintain adequate records pertaining to the use and investment of all proceeds of the Bonds sufficient to permit, to the maximum extent possible and presently foreseeable, the School District to comply with any federal law or regulation now or hereafter having applicability to the Bonds that relates to the use of such proceeds, limits the amount of bond proceeds that may be invested on an unrestricted yield or requires the School District to rebate arbitrage profits to the United States Department of the Treasury. The Treasurer is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Bonds requires any such reports or rebates. Any payment received by the School District pursuant to Section 6431, U.S.C., shall be deposited into the fund or funds as determined by the Treasurer and certified to this Board.

Section 14. The Treasurer, the Superintendent and the President, or any of them individually, are each authorized to make appropriate arrangements, if such officer deems it in the best interest of the School District, for the issuance of a municipal bond insurance policy with respect to all or any portion of the Bonds, including executing and delivering a commitment therefor and certificates and other documents in connection therewith. All additional provisions required to be authorized by this Board for the issuance of a municipal bond insurance policy shall be contained in the Certificate of Fiscal Officer.

Section 15. The distribution of an Official Statement of the School District, in preliminary and final form, relating to the original issuance of the Bonds is hereby authorized, and the Treasurer, Superintendent and President are hereby authorized and directed to negotiate, prepare and execute, on behalf of the School District and in their official capacity, the Official Statement and any supplements thereto as so executed in connection with the original issuance of the Bonds, and they are authorized and directed to advise the Original Purchaser in writing regarding limitations on the use of the Official Statement and any supplements thereto for purposes of marketing or reoffering the Bonds as they deem necessary or appropriate to protect the interests of the School District. The Treasurer, Superintendent and President are each authorized to execute and deliver, on behalf of the School District and in their official capacities, such certificates in connection with the accuracy of the Official Statement, in either preliminary or final form, and any supplements thereto as may, in their judgment, be necessary or appropriate.

Section 16. The officer having charge of the minutes of the Board and any other officers of the Board, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Bonds and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Board relating to the power and authority of the School District to issue the Bonds and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Treasurer and a no-litigation certificate of the President and the Treasurer, and such certified copies and certificates shall be deemed representations of the School District as to the facts stated therein.

Section 17. The Treasurer, on behalf of the Board, is hereby authorized to appoint PRISM Municipal Advisors, LLC, to serve as financial advisor to the School District for the Bonds. The fees to be paid to such firm shall be subject to review and approval of the Treasurer, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Bonds.

Section 18. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Bonds in order to make them legal, valid and binding obligations of the School District have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the School District are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Bonds.

Section 19. It is hereby found and determined that all formal actions of the Board concerning and relating to the passage of this Resolution were taken in an open meeting of the Board, and that all deliberations of the Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

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Section 20. The Treasurer is hereby directed to forward a certified copy of this Resolution to the Auditors of Delaware and Franklin Counties, Ohio.

Vote: D. King, yes; D. McFerson, yes; J. Feasel, yes. Motion carried.

Amend Treas. Action Item 10-141 D. King moved, D. McFerson seconded to amend Treasurer's Action Item F to change the date on page 1, #3 to February 23, 2010.

Vote: D. King, yes; D. McFerson, yes; J. Feasel, yes. Motion carried.

Approve Treas. Action Item 10-142 D. McFerson moved, D. King seconded to approve the following Treasurer's Action Item:

F. Approve agreement with EPC to offer an employee severance package

EMPLOYEE SEVERANCE PLAN AGREEMENT

THIS EMPLOYEE SEVERANCE PLAN AGREEMENT (the "Agreement") is entered into as of this 23rd day of February, 2010 by and between the Olentangy Local Schools, a political subdivision of the State of Ohio (the "School System") and Educators Preferred Corporation, a Michigan corporation ("EPC"), and is entered with reference to the following:

RECITALS

- A. The School System wishes to provide certain personnel with a severance program.
- B. EPC provides certain incentive plans, which can benefit the School System and its personnel.
- C. EPC is an independent contractor

AGREEMENTS

NOW, THEREFORE, the parties to this Agreement hereby mutually covenant and agree as follows:

1. **Binding and Entire Agreement.** This Agreement for the Employee Severance Plan (the "Plan" as per Exhibit A attached), constitutes a valid and binding agreement ("Agreement") between the School System and EPC. This Agreement supersedes and supplants any and all previous agreements between the parties, written or oral. All amendments hereto shall be binding only if in writing and signed by both parties.
2. **Scope of Services Provided by EPC.** EPC, as the recognized consultant and agent of record for the implementation of the Plan, shall perform the following services for so long as such services are due under the Plan:
 - a. Prepare Feasibility Study and Plan Presentation(s).
 - b. Prepare Plan Agreement, Release and Waiver of Claims Agreement, and all election forms for review by the School System.
 - c. Conduct retirement workshops and information meetings for eligible employees.
 - d. Print individual booklets which explain the program.
 - e. Conduct individual meetings with eligible persons and spouses.
 - f. Perform timely preparation and delivery of billings for covered participants.
 - g. Perform the following Plan services for participants, provided by EPC or the insurance carrier:
 - (i) Change of names and address.
 - (ii) Change of beneficiaries.
 - (iii) Processing death claims and beneficiary disputes.
 - (iv) General Services: lost checks and replacement checks and electronic transfer of funds.
 - (v) Tax Withholding.
 - h. Secure a group immediate administration contract to assure monthly payments to participants after the close of the window period. School System acknowledges that EPC cannot guarantee rates nor availability of the underlying group administration contract until the contract is issued.
 - i. Present status reports to the Superintendent and Treasurer of the School System as reasonably requested or required.
 - j. Perform such additional services not explicitly listed above, but reasonably necessary for the implementation and administration of the Plan throughout the five to eight year benefit period, such as additional counseling appointments, reports regarding counseling progress, re-prints of documents, photo copies of documents, plan participation reports, calculation of early billing payment discounts, billing summaries, communications to Plan Participants as requested by Superintendent and carbon copies of documents to tax and legal counsel for review.
3. **Term.** This Agreement has been entered as of February 23, 2010 on which date the School System agreed to pay the sum of \$15,000 to EPC as an advance on the first payment due hereunder. EPC shall credit the School System with the \$15,000 for services to be rendered by EPC as more particularly set forth in Paragraph 4 below. The Agreement shall be in force until the obligations of both parties are fulfilled.
4. **Compensation and Payment** In exchange for the consulting services provided by EPC hereunder, the School System shall pay to EPC the sum of \$660 per participant electing the Plan if the District pays for the plan over three years, \$550 per participant electing if the District pays for the plan over two years or a one time fee of \$450 per participant if the Plan is paid for in one year. The consulting fee is meant to accommodate such things as plan structure development, data analysis, feasibility study sessions, meetings and presentations with administration, bargaining groups, Board of Education, Committees, etc., as well as draft document preparation throughout the window period of election regarding the Plan.

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In addition, the School System shall pay to EPC the amounts necessary to secure a group benefit administration contract as provided in paragraph 2(h) above. Such funds as are held in escrow by EPC shall not be the property of EPC. Payment hereunder shall be due from the School System to EPC in a sum calculated 30 days before benefits commence for Plan participants and thereafter on the first day of each invoice renewal period. The amounts due in each of the billing years shall be determined and finalized in August 2010, and communicated immediately to the School System in the form of a detailed annual invoice. These payments shall be due: September, 2010; September, 2011; September, 2012 depending on the payment schedule selected by the School System.

Administration Expenses Paid by Underwriting Insurance Carrier –The insurance carrier utilizes EPC to execute all daily administration and participant interactions and communications such as producing complete enrollment packages for all eligible staff members, one-on-one counseling sessions during the window period of election, daily on-line reporting to the district on enrollment status, organization and delivery of executed eligible staff plan documents for school district final execution, final roster verification for each benefit participant, performing timely preparation and delivery of billings for covered participants, securing a group benefit administration contract to assure monthly payments to participants after the close of the window period, address changes, questions, photocopies, lost check searches, tax withholding changes, changes in bank or fund depository information, death claims, beneficiary changes, coordination with banks and Post Employment 403(b) providers, securing document storage and retrieval, and the like throughout the entire benefit payout period. EPC shall perform such additional services not explicitly listed above, but reasonably necessary for the implementation and administration of the Plan throughout the five to eight year benefit period, such as additional counseling appointments, counseling progress reports, re-prints of documents, photo copies of documents, plan participation reports, calculation of early billing payment discounts, billing summaries. The guaranteeing insurance carrier allocates ten percent of the plan cost to EPC to be the primary administrator of the Plan throughout the entire five to eight year period. As illustrated in the feasibility study, this administration expense is incorporated in the plan cost and fulfills any and all administration costs for the life of the plan.

For the above compensation, EPC handles the implementation and administration of the plan and the underwriting company assures monthly benefits.

The School System shall pay out such funds as are due to EPC or as due in escrow to EPC according to the annual invoice received by the School System in connection therewith. The School System reserves the right to request from EPC early billing payment discounts any time throughout the billing period.

Medicare MATCH: The applicable insurance carrier will send a separate Medicare match invoice to the School System in each of the years that the benefits are paid to the employee, which applies to Group 2 participants only.

5. **Indemnification.** EPC shall indemnify save harmless the School System for any damage to any property caused by or arising out of by reasons of any act of EPC or its employees in connection with or incident to any services provided under the Plan or this Agreement. The School System and its employees, directors, Board members, agents, acknowledges that Educators Preferred Corporation and its agents or representatives shall have no liability regarding the tax consequences of payments under this Plan. The School System also discharges EPC from any and all claims, actions, damages, agreements, contracts, commitments arising out of the employees' separation from employment, including actions regarding age discrimination and actions arising out of any claims by plan participants as a result of the School System's cancellation, termination, or nonpayment of any benefit hereunder.
6. **Further Assurances.** The parties agree to perform such further acts and to execute such further documents as may be reasonably necessary to carry out the purpose and intent of this Agreement.
7. **Notices.** Any notice to be given hereunder shall be given in writing and delivered in person or forwarded by certified mail, postage prepaid, at the addresses indicated below, unless the party giving such notice has been notified of a change of such address. Notices shall be deemed received two days after being mailed as set forth below or upon receipt if delivered in person.

School System:
Olentangy Local Schools
Rebecca Jenkins, Treasurer
814 Shanahan Rd, Ste 100
Lewis Center, OH 43035

EPC
EDUCATORS PREFERRED CORPORATION
Attn: Merry A. Kelly, Senior Vice President
26877 Northwestern Highway, Suite 305
Southfield, Michigan 48033-8417

With a copy to:

With a copy to:
Steven Schwartz, Esq.
Sommers, Schwartz, PC
2000 Town Center, Ste. 900
Southfield, MI 48075-1100

8. (Left blank intentionally)
9. **Successor and Assignment of Agreement.** This Agreement shall be binding upon and inure to the benefit of the successors in interest and assigns of the parties hereto. No assignment of this Agreement shall be permitted without the express written approval of the non-assigning party.
10. **Time is of the Essence.** Time is of the essence in the performance of this Agreement and each and every provision hereof.

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11. **Waiver.** Neither the failure of nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence construed as a waiver of any right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.
12. **Construction.** The language and all parts of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either the School System or EPC. The parties acknowledge that each party has reviewed this Agreement and has had the opportunity to have it reviewed by its attorney. The headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting or amplifying the provisions hereof.
13. **Governing Law, Jurisdiction and Venue.** The terms and provisions of this Agreement shall be governed by and construed in accordance with, and interpreted under the laws of the State of Ohio. The parties hereto agree and consent that Ohio has jurisdiction over this Agreement and any action brought in connection therewith shall be brought in the appropriate court in Ohio.
14. **Invalidity.** Invalidity or unenforceability of any covenant, term or condition of this Agreement or any portion of any covenant, term or condition or portion hereof, shall not revoke this Agreement and the remaining terms and conditions hereof shall remain in effect as if such invalid or unenforceable covenant, term or condition (or portion thereof) were not contained herein.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears hereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as signatories.
16. **Laws and Regulations.** EPC and its employees shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations including those relating to wages, hours, and safety.

Vote: D. McFerson, yes; D. King, yes; J. Feasel, yes. Motion carried.

Supt.
Action
Items
10-143

D. McFerson moved, D. King seconded to approve the following Superintendent Action Item:

A. Specific Human Resource Items – Certified Staff

1. Approve extension of an unpaid leave of absence for the 2009-10 school year:

Laughbaum, Laura J., Walnut Creek Elementary School, Library/Media, effective March 9 through March 28, 2010

2. Approve certified additional period/preparation compensation for the 2009-10 school year:

Employee Name	Subject/Department	Location	Period/Preparation	Salary
Ward, Tracey B	Yearbook	OLHS	> Four (4) Preparations, 1/16th, 2nd Semester	\$ 3,117.56

3. Approve certified positions paid through memorandum billing for the 2009-10 school year:

Employee Name	Location	Position	Season	Total		
				Hours	Per Hour	Total
Intervention						
Baker, Brandie R	OMES	Instructor, OMES	All Year	21.00	\$ 22.00	\$ 462.00
Cutshall, Jared M	OMES	Instructor, OMES	All Year	21.00	\$ 22.00	\$ 462.00
McLean, Christina M	OMES	Instructor, OMES	All Year	21.00	\$ 22.00	\$ 462.00
Whatley, Jennifer L	OMES	Instructor, OMES	All Year	21.00	\$ 22.00	\$ 462.00
Bradley, Amy C	TRES	Instructor, TRES	All Year	9.00	\$ 22.00	\$ 198.00
Cervi, Tammera S	TRES	Instructor, TRES	All Year	9.00	\$ 22.00	\$ 198.00
Funk, Lauren A	TRES	Instructor, TRES	All Year	18.00	\$ 22.00	\$ 396.00
Kohrt, Barbara E	TRES	Instructor, TRES	All Year	18.00	\$ 22.00	\$ 396.00
Pohlmann, Lisa K	TRES	Instructor, TRES	All Year	9.00	\$ 22.00	\$ 198.00
Schultz, Amy J	TRES	Instructor, TRES	All Year	9.00	\$ 22.00	\$ 198.00
Sheehan, Barbara A	TRES	Instructor, TRES	All Year	18.00	\$ 22.00	\$ 396.00
Stull, Ryan E	TRES	Instructor, TRES	All Year	9.00	\$ 22.00	\$ 198.00
Literacy Night (Title I)						
Almendinger, Lori D	AES	Instructor, AES	All Year	2.00	\$ 22.00	\$ 44.00
Collins, Connie J	AES	Instructor, AES	All Year	2.00	\$ 22.00	\$ 44.00
Cruz, Kimberly D	AES	Instructor, AES	All Year	2.00	\$ 22.00	\$ 44.00
Hastings, Jillian K	AES	Instructor, AES	All Year	2.00	\$ 22.00	\$ 44.00
Lane, Jo Anne	AES	Instructor, AES	All Year	2.00	\$ 22.00	\$ 44.00
Lewis, Amy M	AES	Instructor, AES	All Year	2.00	\$ 22.00	\$ 44.00
Miller, Nancy L	AES	Instructor, AES	All Year	2.00	\$ 22.00	\$ 44.00
Morgan, Carleigh J	AES	Instructor, AES	All Year	2.00	\$ 22.00	\$ 44.00
Rausenberg, Matthew D	AES	Instructor, AES	All Year	2.00	\$ 22.00	\$ 44.00
Suver, Lisa S	AES	Instructor, AES	All Year	2.00	\$ 22.00	\$ 44.00
Walker, Kristin A	AES	Instructor, AES	All Year	2.00	\$ 22.00	\$ 44.00
Wayman, Elizabeth A	AES	Instructor, AES	All Year	2.00	\$ 22.00	\$ 44.00
Wenzel, Barbara A	AES	Instructor, AES	All Year	2.00	\$ 22.00	\$ 44.00
Wolf, Christine M	AES	Instructor, AES	All Year	2.00	\$ 22.00	\$ 44.00

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4. Approve the employment of individuals for supplemental positions for the 2009-10 school year, pending successful background checks and receipt of necessary documentation:

Supplemental Area	Coach / Advisor	Group	Step	Amount	Season
Odyssey of the Mind					
Odyssey of the Mind, OHS	Myers Jr., Michael H.	11	0	\$ 361.00	All Year
Baseball					
Baseball Head Coach ,OOHS	Baker, Todd W.	2	10	\$ 6,129.00	Spring
Baseball Head Coach, OLHS	Lattig, Matthew W.	2	9	\$ 5,949.00	Spring
Baseball Asst Coach, OLHS	Schroeder, Stephen Z.	4	8	\$ 4,326.00	Spring
Baseball JV Coach, OLHS	Brenning, Ty R.	4	3	\$ 3,425.00	Spring
Baseball Freshman Coach, OLHS	Sansbury, John P.	4	0	\$ 2,884.00	Spring
Baseball Asst Coach - Volunteer OOHS	Weaver, Bryan W.	N/A	N/A	\$ -	Spring
Baseball JV Coach, OOHS	Hire, Adam S.	4	2	\$ 3,245.00	Spring
Baseball 8th Grade Coach, OLMS	Helline, Todd J.	6	2	\$ 2,524.00	Spring
Baseball 7th Grade Coach, OLMS	Longley, Matthew W.	6	3	\$ 2,703.00	Spring
Baseball 8th Grade Coach, OOMS	Smith, Samuel M.	6	2	\$ 2,524.00	Spring
Baseball 7th Grade Coach, OOMS	Jones, Gavin T.	6	1	\$ 2,344.00	Spring
Baseball 8th Grade Coach, OSMS	Wolfe, Kevin F.	6	0	\$ 2,163.00	Spring
Drama					
Drama Director, OLHS	Skrovan, Daniel J.	4	10	\$ 4,687.00	Spring
Drama Asst Director, OLHS	O'Neal, R. Douglas	7	10	\$ 3,605.00	Spring
Drama Technical Director, OLHS	Rathje, David A.	9	9	\$ 1,893.00	Spring
Drama Asst Director, OOHS	Brooks, Cheryl E.	7	10	\$ 3,605.00	Spring
Faculty Manager					
Faculty Co-Manager* OHMS	Baker, Michael B.	1/2 of 6	1	\$ 1,172.00	Spring
Faculty Co-Manager* OOMS	Bates, Jason M.	1/2 of 6	5	\$ 1,532.00	Spring
Faculty Co-Manager* OOMS	Hartman, Dayna R.	1/2 of 6	1	\$ 1,172.00	Spring
Faculty Manager* OSMS	Weber, Nicole L.	6	6	\$ 3,245.00	Spring
Lacrosse					
Lacrosse Boys Head Coach, OHMS	Saiben, Christopher E.	6	3	\$ 2,704.00	Spring
Lacrosse Boys Head Coach, OOMS	Moss, Jacob A.	6	3	\$ 2,704.00	Spring
Lacrosse Boys Head Coach, OSMS	Hardymon, Philip G.	6	0	\$ 2,163.00	Spring
Lacrosse Boys Asst Coach ,OSMS	Tressel, Christopher D.	7	0	\$ 1,803.00	Spring
Lacrosse Girls Head Coach, OHS	Linden, Alicia D.	2	3	\$ 4,867.00	Spring
Lacrosse Girls Head Coach, OOHS	Miller, Jaimie C.	2	5	\$ 5,228.00	Spring
Lacrosse Girls Asst Coach, OLMS	Del Regno, Margaret M.	7	1	\$ 1,983.00	Spring
Lacrosse Girls Asst Coach, OSMS	Silvia, Kathryn A.	7	4	\$ 2,524.00	Spring
Softball					
Softball Asst Coach - Volunteer, OHS	Brehm, James R.	N/A	N/A	\$ -	Spring
Softball JV Coach, OLHS	Richardson, Kristyn L.	4	2	\$ 3,245.00	Spring
Softball Asst Coach - Volunteer, OOHS	Wesley, Malinda L.	N/A	N/A	\$ -	Spring
Softball 8th Grade Coach, OHMS	Lloyd, Kaitlyn N.	6	1	\$ 2,344.00	Spring
Softball 7th Grade Coach, OOMS	Turner, Justin F.	6	2	\$ 2,524.00	Spring
Softball 8th Grade Coach, OSMS	Edwards, Jamie L.	6	0	\$ 2,163.00	Spring
Softball 7th Grade Coach, OSMS	Witt, Katy A.	6	6	\$ 3,245.00	Spring
Track					
Boys Head Track Coach, OHS	Komenda, Bradley J.	2	7	\$ 5,588.00	Spring
Boys Head Track Coach, OLHS	Snivley, Ryan R.	2	10	\$ 6,129.00	Spring
Boys Asst Track Coach ,OLHS	Dingus, James R.	4	0	\$ 2,884.00	Spring
Boys Asst Track Coach ,OLHS	Mills, Jared G.	4	7	\$ 4,146.00	Spring
Boys Asst Track Coach, OLHS	Rohda, Deryll L.	4	10	\$ 4,687.00	Spring
Boys Head Track Coach, OOHS	Lehman, Samuel A.	2	10	\$ 6,129.00	Spring
Boys Asst Track Coach, OOHS	Schmidt, Rory J.	4	5	\$ 3,786.00	Spring
Boys Asst Track Coach, OOHS	Smith, Gregory A.	4	9	\$ 4,507.00	Spring
Boys Head Track Coach, OHMS	Holt, Roscoe L.	6	6	\$ 3,245.00	Spring
Boys Head Track Coach, OLMS	Cikach, Nathaniel S.	6	6	\$ 3,245.00	Spring
Boys Asst Track Coach, OLMS	Gannon, Corrine L.	7	2	\$ 2,163.00	Spring
Boys Head Track Coach, OOMS	Uher, Matthew R.	6	8	\$ 3,605.00	Spring
Boys Asst Track Coach, OSMS	Henry, Brad A.	7	10	\$ 3,605.00	Spring
Girls Asst Track Coach ,OHS	Burgraff, Jennifer M.	4	0	\$ 2,884.00	Spring
Girls Head Track Coach ,OLHS	Smith, Charles W.	2	4	\$ 5,048.00	Spring
Girls Head Track Coach, OOHS	Simpson, Ingrid A.	2	5	\$ 5,228.00	Spring
Girls Asst Track Coach ,OOHS	Huffman, Nathan D.	4	1	\$ 3,065.00	Spring
Girls Asst Track Coach, OOHS	Lanthorn, Stephanie M.	4	5	\$ 3,786.00	Spring
Girls Asst Track Coach, OOHS	Toler, Stephanie M.	4	5	\$ 3,786.00	Spring
Girls Head Track Coach, OLMS	Hay, Christian K.	6	2	\$ 2,524.00	Spring
Girls Head Track Coach, OOMS	Schock, Kristin S.	6	1	\$ 2,344.00	Spring
Girls Head Track Coach, OSMS	Dewese, Dwight D.	6	10	\$ 3,966.00	Spring
Girls Asst Track Coach, OSMS	Alley, Susan F.	7	5	\$ 2,704.00	Spring
Volleyball					
Volleyball Head Coach, OLHS	Hale, David G.	2	4	\$ 5,048.00	Spring
Weight Room					
Weight Trng Co-Coordinator, OHS	Arend, Jeremy J.	1/2 of 8	0	\$ 721.00	Spring
Weight Trng Coordinator, OLHS	Hale, Stephen M.	8	10	\$ 2,344.00	Spring
Weight Trng Coordinator, OOHS	Cross, Brian W.	8	10	\$ 2,344.00	Spring

*Group number was changed from 7 to 6, with BOE approval on 4/25/2006.

5. Approve the employment of individuals for pupil activity supervisor positions for the 2009-10 school year, pending successful background checks and receipt of necessary documentation:

Supplemental Area	Coach / Advisor	Group	Step	Amount	Season
Drama					
Drama Technical Director, OOHS	Neff, Jeffrey P.	9	0	\$ 1,082.00	Winter
Gymnastics					
Gymnastics Coach - Volunteer OHS, OLHS, OOHS	Besselman, Heather A.	N/A	N/A	\$ -	Winter

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Supplemental Area (Cont.)	Coach / Advisor	Group	Step	Amount	Season
Baseball					
Baseball Asst Coach - Volunteer, OLHS	Zazula, Andrew M. (Mike)	N/A	N/A	\$ -	Spring
Baseball 7th Grade Coach OSMS	Garrison, Kip C.	6	0	\$ 2,163.00	Spring
Bowling					
Bowling Coach - Volunteer, OLHS	Nole, M. Steven	N/A	N/A	\$ -	Spring
Chicago, IL - Choir Trip					
Chicago, IL - Choir Trip Chaperone OOHS	Barnes, Richard E.	N/A	N/A	\$ -	Spring
Chicago, IL - Choir Trip Chaperone OOHS	Cornett, Philip J.	N/A	N/A	\$ -	Spring
Chicago, IL - Choir Trip Chaperone OOHS	Dieck, Lonni L.	N/A	N/A	\$ -	Spring
Chicago, IL - Choir Trip Chaperone OOHS	Engelbach, Michele Y.	N/A	N/A	\$ -	Spring
Chicago, IL - Choir Trip Chaperone OOHS	Faulhaber, Sandra A.	N/A	N/A	\$ -	Spring
Chicago, IL - Choir Trip Chaperone OOHS	Hainrihar, Elizabeth T.	N/A	N/A	\$ -	Spring
Chicago, IL - Choir Trip Chaperone OOHS	Harper, Terri L.	N/A	N/A	\$ -	Spring
Chicago, IL - Choir Trip Chaperone OOHS	Holston, Margaret R.	N/A	N/A	\$ -	Spring
Chicago, IL - Choir Trip Chaperone OOHS	Jurcisek, Joseph A.	N/A	N/A	\$ -	Spring
Chicago, IL - Choir Trip Chaperone OOHS	Mallett, Sherri A.	N/A	N/A	\$ -	Spring
Chicago, IL - Choir Trip Chaperone OOHS	Metzger, Cherise R.	N/A	N/A	\$ -	Spring
Chicago, IL - Choir Trip Chaperone OOHS	Swing, Doris M.	N/A	N/A	\$ -	Spring
Chicago, IL - Choir Trip Chaperone OOHS	Wilson, Jean M.	N/A	N/A	\$ -	Spring
Drama					
Drama Choreographer, OLHS	Birkas, Michael J.	8	10	\$ 2,344.00	Spring
Lacrosse					
Boys Lacrosse Head Coach, OHS	Frangos, Gregory E.	2	4	\$ 5,048.00	Spring
Boys Lacrosse Asst Co-Coach, OHS	Stover, Bryan M.	2/5 of 4	0	\$ 1,153.60	Spring
Boys Lacrosse JV Co-Coach* OHS	Keefe, Richard D.	2/5 of 4	5	\$ 1,514.40	Spring
Boys Lacrosse Head Coach OLHS	O'Brien, Eric M.	2	0	\$ 4,326.00	Spring
Boys Lacrosse Head Coach, OOHS	Hughes, Sean J.	2	10	\$ 6,129.00	Spring
Boys Lacrosse Co-Head Coach, OLMS	Senhauser, Norman W.	1/2 of 6	1	\$ 1,172.00	Spring
Girls Lacrosse Head Coach ,OLMS	Bull, Wendy J.	6	5	\$ 3,065.00	Spring
Girls Lacrosse Head Coach, OOMS	Hall, April K.	6	1	\$ 2,344.00	Spring
Girls Lacrosse Asst Coach, OOMS	Pollock, Megan L.	7	1	\$ 1,983.00	Spring
Music					
Strings Trip - Chaperone, OLHS	Dietz, Michael E.	N/A	N/A	\$ -	Spring
Asst Music Director, JCES	Cook-Westfall, Casey L.	11	0	\$ 361.00	Spring
Softball					
Softball JV Coach, OHS	McVay, Misty L.	4	0	\$ 2,884.00	Spring
Softball Asst Coach, OLHS	Thompson, Tobias N. (Toby)	4	0	\$ 2,884.00	Spring
Softball Head Coach, OOHS	Leary, Bruce C.	2	10	\$ 6,129.00	Spring
Softball Asst Coach, OOHS	Weithman, Natalie K.	4	1	\$ 3,065.00	Spring
Softball 7th Grade Coach, OLMS	Amborski, Michael D.	6	1	\$ 2,344.00	Spring
Tennis					
Tennis Head Coach, OOHS	Latham, Mark W.	4	3	\$ 3,425.00	Spring
Track					
Boys Track Asst Coach, OHS	Cline, Timothy A.	4	1	\$ 3,065.00	Spring
Boys Track Asst Coach, OHS	Mathy, Joseph A. (Jay)	4	10	\$ 4,687.00	Spring
Boys Track Asst Coach ,OLHS	Schall, Jason J.	4	6	\$ 3,966.00	Spring
Girls Track Head Coach, OHS	Hunt, Martin D.	2	10	\$ 6,129.00	Spring
Girls Track Asst Coach, OHS	Cheek, Paul A.	4	2	\$ 3,245.00	Spring
Girls Track Asst Coach - Volunteer OOHS	Simpson, David M.	N/A	N/A	\$ -	Spring
Volleyball					
Volleyball JV Coach OLHS	Bloom, Meagan K.	4	2	\$ 3,245.00	Spring
Washington, DC Trip - Middle School					
Washington, DC Trip - Chaperone OSMS	Agrew, Paula S.	N/A	N/A	\$ -	Spring
Washington, DC Trip - Chaperone OSMS	Daughtery, Brenda G.	11	6	\$ 577.00	Spring
Washington, DC Trip - Chaperone OSMS	Coogle, Angela I.	N/A	N/A	\$ -	Spring
Washington, DC Trip - Chaperone OSMS	Dean, Joseph C.	N/A	N/A	\$ -	Spring
Washington, DC Trip - Chaperone OSMS	Foy, Reva E.	N/A	N/A	\$ -	Spring
Washington, DC Trip - Chaperone OSMS	Huffman, Michael S.	N/A	N/A	\$ -	Spring
Washington, DC Trip - Chaperone OSMS	Leonard, Lance	N/A	N/A	\$ -	Spring
Washington, DC Trip - Chaperone OSMS	Kaplan, Darcy S.	N/A	N/A	\$ -	Spring
Washington, DC Trip - Chaperone OSMS	Kellow, Pamela J.	N/A	N/A	\$ -	Spring
Washington, DC Trip - Chaperone OSMS	Kilgore, James D.	N/A	N/A	\$ -	Spring
Washington, DC Trip - Chaperone OSMS	Perry III, James E.	N/A	N/A	\$ -	Spring
Washington, DC Trip - Chaperone OSMS	Scheiderer, Jayme A.	N/A	N/A	\$ -	Spring
Washington, DC Trip - Chaperone OSMS	Summers, Daniel L.	N/A	N/A	\$ -	Spring

*Additional supplemental position, with BOE approval on 01/23/2007.

6. (Amended agenda deleted this item)

7. Accept supplemental resignations for the 2009-10 school year:

Keller, Cheridy, Olentangy High School, Spring Drama Co-Director

Malinowski, Maureen R., Olentangy High School, Spring Drama Co-Director

B. Specific Human Resource Items – Classified Staff

1. Approve a resolution for the termination of a classified employee

WHEREAS, Kim Avesian currently is employed by the Olentangy Local School District Board of Education as an Administrative Secretary/Operations and Facilities; and

WHEREAS, the Board believes that an Administrative Secretary must perform her job duties in an honest, efficient and competent manner; and

WHEREAS, the Board believes that an Administrative Secretary properly can be held to a standard of behavior consistent with the employee's responsibilities to perform her job duties in an honest, efficient and competent manner; and

WHEREAS, the Board believes Ms. Avesian's misconduct, as alleged hereinbelow, is wholly contrary to her responsibilities, duties and obligations as an Administrative Secretary; and

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WHEREAS, Ms. Avesian received a written Notice Of Intent To Recommend Suspension/Termination And Hearing Opportunity via hand-delivery on February 2, 2010, she also was sent this Notice via certified mail, and this Notice is incorporated herein by reference;

WHEREAS, the Notice informed Ms. Avesian of the charges against her, as alleged hereinbelow, and expressly afforded her of an opportunity to request in writing a hearing before the Superintendent's designee pursuant to Board Policy, File 5054 regarding the charges against her, and this Policy is incorporated herein by reference;

WHEREAS, Ms. Avesian failed to request such a hearing, and she affirmatively declined the opportunity for a hearing and/or stated her intention to resign her employment in communications with the Executive Director of Human Resources, Gale S. Marsh, on February 3, 4, 11, and 17, 2010;

WHEREAS, the Superintendent now recommends that the Board terminate the employment of Ms. Avesian for incompetency, inefficiency, dishonesty, immoral conduct, discourteous treatment of the public, neglect of duty, and other acts of misfeasance, malfeasance, or nonfeasance, based upon her misconduct, as alleged hereinbelow; and

WHEREAS, the Board agrees with the aforesaid recommendations;

NOW, THEREFORE, BE IT RESOLVED, pursuant to Board Policy, File 5054, that the Olentangy Local School District Board of Education terminates Kim Avesian's contract of employment for incompetency, inefficiency, dishonesty, immoral conduct, discourteous treatment of the public, neglect of duty, and other acts of misfeasance, malfeasance, or nonfeasance, in her job. The grounds for such consideration, each of which is asserted below and each of which is asserted independent of, and/or in combination with, some or all of the other grounds enumerated are:

1. Ms. Avesian was indicted for multiple felony and misdemeanor criminal offenses on April 24, 2009, in the Delaware County Court of Common Pleas in Case No. 09 CR I 04 0230 A. The indictment against her, which is a public record, included two counts of aggravated theft (R.C. 2913.02), two counts of tampering with records (R.C. 2913.42), and one count of receiving stolen property (R.C. 2913.51).

2. Ms. Avesian pled guilty to a felony criminal offense on December 7, 2009, through a written plea of guilty and judgment entry in Case No. 09 CR I 04 0230 A. She pled guilty to the crime of theft (R.C. 2913.02(A)(2)), which is a lesser included offense of that set forth in count one of her indictment. In the judgment entry, which is a public record, Ms. Avesian acknowledged that her guilty plea was "freely, voluntarily, and intelligently made," and that it was "an absolute, complete, full, total and utter admission of the truth of the charge" against her.

3. Ms. Avesian failed to disclose her indictment, felony criminal offense and written plea of guilty and judgment entry (collectively, "incidents") to District administrators for more than seven months during the 2008-09 and 2009-10 school years, from April 24, 2009 until December 2, 2009, when Assistant Director of Human Resources Robert N. Thompson informed Ms. Avesian the District had learned about her incidents.

4. Ms. Avesian was sentenced for her felony criminal offense on January 25, 2010, through a judgment entry in Case No. 09 CR I 04 0230 A. Ms. Avesian's sentence, which is a public record, resulted in serious adverse consequences to her. These include: (a) Ms. Avesian shall be subject to five years of community control/probation under the Adult Parole Authority's supervision; (b) she shall not change her place of residence without written consent from her probation officer; (c) Ms. Avesian shall not leave the State of Ohio without written consent from her probation officer; (d) her probation officer shall pre-approve all prescription substances before filling; (e) Ms. Avesian shall pay restitution in the sum of \$500,000.00; (f) she shall perform 200 hours of community service; and (g) Ms. Avesian shall serve 90 days in the Delaware County Jail.

5. Ms. Avesian abused sick leave to attend her January 25, 2010 sentencing hearing in Case No. 09 CR I 04 0230 A. On January 22, 2010, Ms. Avesian told an administrator, Terri Shaw, that she would be at a dentist appointment on the morning of January 25, and she applied for a half-day of sick leave after she returned to work. Ms. Avesian was, in fact, attending her sentencing hearing that morning. When Andy Kerr and Ms. Shaw questioned Ms. Avesian about this sick leave application, she stated that she had an 8:00 a.m. dentist appointment. When Mr. Kerr informed Ms. Avesian that he attended her sentencing hearing and saw her in open court at 8:30 a.m. on January 25, Ms. Avesian admitted that she was untruthful about the reason for her absence.

6. Ms. Avesian was dishonest about her job qualifications. When Ms. Avesian interviewed for the Administrative Secretary/ Operations and Facilities position on March 13, 2009, she stated that she met the position's qualifications, which include "expertise in advanced use of Excel." As reflected in Ms. Avesian's evaluation reports dated November 10, 2009 and January 22, 2010, she has failed to meet the District's standards for this qualification, and it is evident she misrepresented her qualifications during the interview process.

7. Ms. Avesian has failed to sustain substantial improvement in performing the essential duties of her position. As reflected in Ms. Avesian's evaluation reports dated November 10, 2009 and January 22, 2010, she failed to demonstrate an adequate level of proficiency in her use of Excel, and her job performance remained persistently inadequate during the two months between her evaluations.

BE IT FURTHER RESOLVED, that the Board specifically finds Ms. Avesian, by her communications and conduct, failed to request, declined, and waived her opportunity for a hearing before the Superintendent's designee pursuant to Board Policy, File 5054.

BE IT FURTHER RESOLVED, that Mr. Marsh is authorized and directed promptly to furnish Ms. Avesian a written notice via certified mail of the Board's termination of her contract of employment with a full specification of the grounds for such consideration.

2. Approve classified substitute workers for the 2009-10 school year, pending successful background checks and receipt of necessary documentation:
Doon, Kelli L.
Kondas, Lorraine A.
3. Accept, with regret, the following classified resignation:
Rine, Donna G., Wyandot Run Elementary School, Food Service Worker, effective February 25, 2010
4. Approve unpaid leave of absence:
Dunnick, Sonya L., Liberty Tree Elementary School, Playground Aide, effective February 18, 2010 through the end of 2009-10 school year
Avery, Jane E., Tyler Run Elementary School, Food Service Worker, effective February 17, 2010 through March 8, 2010

C. Approve contract with Timeware Inc. for the purchase and implementation of a district-wide time clock system at a cost of \$94,975.00

REGULAR MEETING

February 23, 2010

D. Approve tuition-free attendance for Joseph King, who is in his senior year at Olentangy High School and no longer resides in the district

E. Approve student overnight/out-of-town trips

School	Beginning Date	Return Date	Days Missed	Category/Event	Location	Transportation	# of Stud.	Est Cost To Dist.	
OOHS	3/19/2010	3/20/2010	0.5	State DECA CDC	Columbus, OH	Bus	40	\$100	
OOHS	4/23/2010	4/27/2010	2	Nat'l DECA Career Devel. Conf.	Louisville, KY	Charter	20	\$0	
OLHS	4/23/2010	4/27/2010	2	Nat'l DECA Career Devel. Conf.	Louisville, KY	Charter	1	\$0	
OHS	2/24/2010	2/27/2010	1	State Swim Meet	Canton, OH	Bus	8	\$3,000	
OHMS	4/22/2010	4/24/2010	2	Student Council: OASC Spring Conference	Celina, OH	Parents	6	\$0	
OOMS	4/22/2010	4/24/2010	1	Student Council: OASC Spring Conference	Celina, OH	Parents	5	\$0	
Location Change only:					From:				
OLHS	3/21/2010	3/27/2010	3	Nat'l Honor Society Habitat for Humanity	Thibodaux, LA	Air	TBD	\$0	
					To:				
OLHS	3/21/2010	3/27/2010	3	Nat'l Honor Society Habitat for Humanity	New Orleans, LA	Air	TBD	\$0	

F. Approve school colors for Berkshire Middle School: Olentangy Blue (PMS287) and black

G. Declare transportation as impractical for students as listed in accordance with the November 29, 2005 board approved Resolution of Impractical Transportation

Last Name	First Name	Grade	Parent(s)	School Attending
Bertone	Ava	K	Julie Bertone	Smoky Row Children's Center
Myers	Emily	4	Theresa Myers	Tree of Life
Skilling	Julie	K 1/2	Jody Skilling	St. Paul
Lofreso	Elizabeth	6	Lia Lefreso	Polaris Christian
Lofreso	Adam	7	Lia Lefreso	Polaris Christian
Chabria	Isha	1	Rakhee Chabria	Village Academy
Chabria	Khushi	1	Rakhee Chabria	Village Academy
Chabria	Diya	1	Rakhee Chabria	Village Academy

H. Approve improvement to school facilities for the statistical panels for the gym scoreboard at Orange High School

I. Approve improvement to school facilities for a bronze Patriot statute at Liberty High School

J. Approve security and video surveillance upgrades at various schools in the district with Acree Dailey, in the amount of \$61,920.00

K. Approve purchase of commercial microwaves, for compliance with the fire code in all school buildings, with Louis R. Polster Co., in the amount of \$14,580.00

L. Approve purchase of commercial coffee pots and freezers, for compliance with the fire code in all school buildings, with C & T Design and Equipment Co., Inc., in the amount of \$12,255.74

Vote: D. McFerson, yes; D. King, yes; J. Feasel, yes. Motion carried.

Adjourn 10-144 D. King moved, D. McFerson seconded that the regular meeting of the Olentangy Local School District be adjourned at 7:30 p.m.

Vote: D. King, yes; D. McFerson, yes; J. Feasel, yes. Motion carried.

Julie Feasel, President

Rebecca Jenkins, Treasurer