

Board Meeting (Monday, September 24, 2018)

Generated by Linda Posadny on Friday, October 12, 2018

President Wiley convened the regular board meeting of the Maumee City Board of Education at 5:30 pm September 24, 2018.

Roll Call: Balcerzak, Aye; Campos, Aye; Piechowiak, Aye; Wiley, Aye; Wolff, Aye.

18-09-12 Approval and Signing of the Board of Education Minutes

It was moved by Mr. Wiley and second by Mrs. Balcerzak that the Board Approves the minutes.

Board of Education Work Session September 10, 2018

Roll Call: Wiley, Aye; Balcerzak, Aye; Campos, Aye; Piechowiak, Aye; Wolff, Aye. The president then declared the motion carried.

18-09-13 Financial Statements, Cash Reconciliation

It was moved by Mr. Wiley and second by Mrs. Campos that the Board approves the Financial Statements, Cash Reconciliation as presented.

Each month the Board is presented with the following financial reports:

1] Financial Statement

2] Cash Reconciliation

Roll Call: Wiley, Aye; Campos, Aye; Balcerzak, Aye; Piechowiak, Aye; Wolff, Aye. The president then declared the motion carried.

18-09-14 Resolution - Real Property Tax Exemption

It was moved by Mrs. Piechowiak and second by Mr. Wiley that the Board adopt the following resolution approving a real property exemption in connection with the proposed development of the property located in the 200 block of Conant Street in the city of Maumee; authorizing the execution of a school donation agreement and an income tax agreement in connection with that exemption; and approving certain related matters.

WHEREAS, the City of Maumee, Ohio (the "City") has expressed to this Board of Education its desire to grant a 15-year, 100% community investment area real property tax abatement (such abatements the "CRA Exemption") for Conant Street Investors, LLC's acquisition of vacant land and construction of a new building to be used as a specialty retail facility (the "Project") to the real property located in the 200 block of Conant Street in the City (collectively, the "Property"), each pursuant to Section 3735.65 et seq. of the Ohio Revised Code.

WHEREAS, the City and the School District will derive substantial and significant benefits from the development of the Property and the construction of the public infrastructure improvements.

WHEREAS the City has proposed, and the Company has agreed, as a condition of the proposed CRA Exemption that the Company provided donation payments to the School District pursuant to a school donation agreement by and between the Company and the School District (the "School Donation Agreement").

WHEREAS, this Board supports the economic growth of the City and the additional revenue to this School District that will result from the development of the Property.

WHEREAS, this Board desires to waive any notice requirements of Ohio Revised Code Sections 3735.671 and 5709.83 with respect to the passage by the City of ordinances approving and granting the CRA Exemption.

WHEREAS, this Board further desires, with respect to the CRA Exemption, in accordance with the terms of an income tax agreement by and between the City and the School District (the "Income Tax Agreement"), to waive any additional compensation that may be derived from the City's income tax revenues, it being recognized by this Board that such agreement is a necessary inducement for the City to approve the CRA Exemption and proceed with the Project, and that such school compensation payments pursuant to the School Donation Agreement and additional real property tax revenue generated by the Project for this School District are adequate additional compensation for the CRA Exemption;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Maumee City School District, Lucas County, State of Ohio, that:

1. This Board hereby (i) waives any notice or certification requirements of Ohio Revised Code s 3735.671 and 5709.83 with respect to the CRA Exemption, the agreements providing such CRA Exemption and the passage of the ordinance approving the CRA Exemption, (ii) subject to (A) the Company's execution and delivery of the School Donation Agreement substantially in the form now on file with the Treasurer, (B) the City's execution and delivery of the Income Tax Agreement substantially in the form now on file with the Treasurer, approves the CRA Exemption, (iii) accepts payment pursuant to the terms of the School Donation Agreement and the Income Tax Agreement as the sole payments to be received by the School District in connection with the CRA Exemption, and (iv) waives all other rights to payments in connection with the CRA Exemption, including, without limitation, the requirements of Ohio Revised Code Section 5709.82 except as provided in the School Donation Agreement and the Income Tax Agreement.

Section 2. The forms of the School Donation Agreement and Income Tax Agreement presently on file with this Board are hereby approved and authorized with changes therein and completions thereto not inconsistent with this resolution and not substantially

adverse to the School District and which shall be approved by the President and Treasurer of this Board and the Superintendent of this School District. The President and Treasurer of this Board and the Superintendent of this School District are each authorized and directed to execute and deliver to the City the Income Tax Agreement and to the Company the School Donation Agreement, provided further that the approval of changes and completions thereto by those officials, and their character as not being substantially adverse to the School District, shall be evidenced conclusively by the President's, Treasurer's and Superintendent's execution thereof. This Board further authorizes the President and Treasurer of this Board and the Superintendent of this School District to execute any other agreements and to take all other actions and do all other things necessary and consistent with this resolution in order to accomplish the purposes of this resolution.

Section 3. The Treasurer is authorized and directed to promptly certify a copy of this resolution to the City. This Board acknowledges that the City will rely on this resolution when granting the CRA Exemption and this Board agrees it will not repeal or modify this resolution without the prior written approval of the City.

Section 4. This Board hereby finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this resolution were taken in an open meeting of this Board or its committees and that all deliberation of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with law.

Section 5. This resolution shall be in full force and effect from and immediately upon its adoption.

Roll Call: Wiley, Aye; Balcerzak, Aye; Campos, Aye; Piechowiak, Aye; Wolff, Aye. The president then declared the motion carried.

18-09-15 School Donation Agreement

It was moved by Mr. Wiley and second by Mrs. Piechowiak that the Board approves the following School Donation Agreement.

WHEREAS to ensure that the School District will benefit from the Project to be undertaken by the Company, the City has requested, and the Company has agreed, to make certain payments to the School District; and

WHEREAS, because of the Company's agreement to provide certain payments to the School District, the School District has agreed that it will not receive any municipal income tax payments from the City under Section 5709.82 of the Ohio Revised Code which is derived from the employees of the Project;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties agree as follows:

SECTION 1: The Company hereby agrees to make annual payment(s) (each, a "Donation Payment") to the School District in an amount equal to 100% of the real property taxes that would have been paid to the School District with respect to the assessed value of the Project but for the Exemption. Such Donation Payment shall be made beginning with the first tax year in which (i) the Community Reinvestment Area Agreement is in effect and (ii) property taxes would have been payable with respect to the Project but for the Exemption, and shall continue for the term of the Exemption.

The duration of the Donation Payments shall be for the same time period as the approved tax abatement.

The annual Donation Payment shall be paid by the Company on or before the due date for the first half payment of real property taxes following the tax year to which such payment relates. Any late payments under this Agreement shall bear interest at the rate of 10% per annum until such payment is made. The School District agrees to invoice the Company each year, at least 60 days in advance of the due date; provided, however, that failure of the School District to provide timely shall not excuse payment by the Company. Failure to timely pay any Donation Payment when due shall be deemed a material breach of this Agreement, in which case the School District may deem this Agreement in default and make take any action it deems proper to protect its interests, including seeking the revocation of the Exemption. The Company hereby acknowledges that the City shall terminate the Exemption if the Company fails to make any payments under this Agreement to the School District.

The Company and the School District agree to cooperate and provide information necessary to calculate the amount owing under this Agreement. The Company shall also provide to the School District a copy of any real property exemption form filed with the County Auditor promptly following the filing thereof.

The Donation Payment(s) may include cash, goods, services, or any combination of the above, or any other valuable asset as mutually agreed upon between the School District and the Company. Should the parties not agree on the type of payment the Company shall make the Donation Payments to the School District in cash.

SECTION 2: In consideration of the Donation Payment to be paid by the Owner to the School District, the School District hereby: approves the Exemption granted under the Community Reinvestment Area Agreement; waives any notice requirements set forth in O.R.C. Sections 3735.671, 5709.83 and 5715.27 and any income tax sharing provisions set forth in O.R.C. Section 5709.82, but solely with respect to the Exemption for the Project; and agrees to provide a receipt of each Donation Payment to the Company and the City that such Donation Payment has been received in full. If the Company fails to pay any Donation Payment either in part or in full, then the School District shall provide notice to each of the Company and the City of the Company's failure to make such Donation Payment either in part or in full along with a calculation showing the amount of any shortfall.

SECTION 3: All payments, certificates, and notices, which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the Company: Conant Street Investors

4760 Glendale Avenue

Toledo, Ohio 43614

Attention: Marc P. Monnette

If to the School District: Maumee City School District

716 Askin Street

Maumee, Ohio 43537

Attention: Treasurer

SECTION 4: This Agreement shall inure to the benefit of, and shall be binding in accordance with its terms upon, the School District and the Company and their respective permitted successors and assigns. This Agreement may not be assigned by the Company without the prior written consent of the School District, except to any successor entity as a result of a consolidation or merger, which consent will not be unreasonably withheld.

SECTION 5: This Agreement is executed pursuant to O.R.C. Sections 3735.671, 5709.82, 5709.83 and 5715.27, and sets forth the entire agreement and understanding between the parties, including without limitation all forms of compensation to be paid to the School District by the Company pursuant to those sections, and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

SECTION 6: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Roll Call: Wiley, Aye; Piechowiak, Aye; Balcerzak, Aye; Campos, Aye; Wolff, Aye. The president then declared the motion carried.

18-09-16 Gifts and Donations

It was moved by Mrs. Wolff and second by Mrs. Campos that the Board accepts with gratitude the following gifts and donations.

1. The Rotary Club of Maumee generously donated the following books to the Maumee City Schools libraries.
"Things That Surprise You", Jennifer Maschari
"Mouselings Words", Shutta Crum (2)
"Fogo The Frog - Stranger Danger", Shawn L. Reid
"When Grandma Gatewood Took A Hike", Michelle Houts
"Curious Critters - Marine", David FitzSimmons
"Hunter's Best Friend at School", Laura Malone Elliott
2. The Maumee Community Church generously donated \$1,000 for 2018-19 Kindergarten Tuition scholarships, split between Fort Miami and Fairfield, for students in financial need and/or academic risk.

Roll Call: Wolff, Aye; Campos, Aye; Balcerzak, Aye; Piechowiak, Aye; Wiley, Aye. The president then declared the motion carried.

18-09-17 Attendance At Professional Meetings

It was moved by Mr. Wiley and second by Mrs. Balcerzak that the Board approves attendance at the following professional meetings, per Board Policy 3243.

1. Administrative
Larry Burda, Jr. 2018 OPFMA Conference
Columbus, OH
October 22-23, 2018
Expenses: \$570
2. Certificated
Maureen Bruno Orton Gillingham Training
ESC of Northwest Ohio
October 1-5, 2018
Expenses: \$1,175.00
Laura Detterman Orton Gillingham Training
ESC of Northwest Ohio
October 1-5, 2018
Expenses: \$1,175.00
Ashley Fox Orton Gillingham Training
ESC of Northwest Ohio
October 1-5, 2018
Expenses: \$1,175.00
Jennifer Justen Orton Gillingham Training
ESC of Northwest Ohio
October 1-5, 2018
Expenses: \$1,175.00
Corryn Smith Orton Gillingham Training
ESC of Northwest Ohio
October 1-5, 2018
Expenses: \$1,175.00
Krista Sweeney Orton Gillingham Training
ESC of Northwest Ohio
October 1-5, 2018
Expenses: \$1,175.00

Roll Call: Wiley, Aye; Balcerzak, Aye; Campos, Aye; Piechowiak, Aye; Wolff, Aye. The president then declared the motion carried.

118-09-18 Resignations/Retirements

It was moved by Mr. Wiley and second by Mrs. Balcerzak that the Board approves the following resignations/retirements.

1. MEA Supplemental

Justin Fults	Weight Training - HS - Winter (2018-19)	\$1,931	Resignation Effective 9/17/18
Justin Fults	Weight Training - HS - Spring (2019)	\$1,931	Resignation Effective 9/17/18
Justin Fults	Weight Training - HS - Summer (2019)	\$1,931	Resignation Effective 9/17/18

Roll Call: Wiley, Aye; Balcerzak, Aye; Campos, Aye; Piechowiak, Aye; Wolff, Aye. The president then declared the motion carried.

18-09-19 Employment Nominations 2018-19

It was moved by Mrs. Wiley and second by Mrs. Piechowiak that the Board approves the following nomination, pending a successful criminal record check where it applies, for the 2018-19 school year. The Board reserves the right to treat any offer of employment as withdrawn if the contract is not signed and returned within ten (10) business days of mailing.

1. Extended Days
Specific workdays (dates) are to be scheduled by the building principal or supervisor. These days will be paid at the per diem rate of each employee.
John Kolbow 6 days (at per diem rate)
2. Operational
Transfer
Janice Rock To Playground Monitor at Fort Miami Elementary
9 months/year, 2 hours/day, \$15.90/hour
Effective September 10, 2018

From Playground Monitor at Wayne Trail Elementary
9 months/year, 2 hours/day, \$15.90/hour

Hire
Stacie Neibel Kitchen Helper at Maumee High School
9 months/year, 3 hours/day, \$12.46/hour
Effective September 17, 2018
3. MEA Supplemental
Eric Boswell Pit Director - HS - Spring - \$1,400 (Paid by Drama Club)
4. PAC Student Employee
Maggie McHugh \$8.30/hour
5. Certificated Substitutes
Janet Bragg Short Term Substitute General Ed License - effective 9/19/18

Douglas Clemens Resident Ed Early Childhood (P-3) License, Early Childhood Generalist (4-5) & Resident Ed Middle Childhood (4-9) License, Science (4-9) - effective 9/19/18

Brian Enix Long Term Substitute Middle Childhood (4-9) License, Math, Science - effective 9/19/18

Andrea Wineland Professional Early Childhood (P-3) License, Reading (P-3), Early Childhood Generalist (4-5) - effective 9/19/18
6. Operational Substitutes
Buildings & Grounds
Kimberly Cundick effective 9/20/18
Antonio Kynard effective 9/17/18
Ebony Pope effective 9/17/19
Gary Rock effective 9/10/18
Michael Zeller effective 9/10/18

Clerical
Jill Kohntopp
Lisa Ness

Clerk Librarian

Lisa Ness

Food Service

Lisa Herald
Brette Hulbirt
Lisa Ness

effective 9/14/18
effective 9/14/18

Playground Monitor

Lisa Herald
Lisa Ness

Transportation

Lisa Ness

Roll Call: Wolff, Aye; Piechowiak, Aye; Balcerzak, Aye; Campos, Aye; Wiley, Aye. The president then declared the motion carried.

18-09-20 Leaves of Absence

It was moved by Mr. Wiley and second by Mrs. Balcerzak that the Board approves the leaves of absence.

1. Certificated

**Angela
Sturtz**

Medical Leave beginning approximately August 22, 2018, and continuing through accumulated sick, paid and unpaid leave through approximately February 22, 2019, in compliance with the Family and Medical Leave Act (12 weeks maximum).

Roll Call: Wiley, Aye; Balcerzak, Aye; Campos, Aye; Piechowiak, Aye; Wolff, Aye. The president then declared the motion carried.

18-09-21 Executive Session

It was moved by Mrs. Piechowiak and second by Mrs. Campos that the Board enters executive session at 6:02 pm to discuss negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Roll Call: Piechowiak, Aye; Campos, Aye; Balcerzak, Aye; Wiley, Aye; Wolff, Aye. The president then declared the motion carried.

Return to regular session at 7:37 pm.

18-09-22 Adjournment

It was moved by Mr. Wiley and second by Mrs. Balcerzak that the Board adjourns the September 24, 2018, regular board meeting at 7:41 pm.

Roll Call: Wiley, Aye; Balcerzak, Aye; Campos, Aye; Piechowiak, Aye; Wolff, Aye. The president then declared the motion carried.