



The mission of the Barberton City School District is meeting each child where they are at and growing them year to year until they are on one of these pathways --- Enrolled, Enlisted, Employed.

BARBERTON CITY SCHOOL DISTRICT
633 Brady Ave
Barberton OH 44203

Special Meeting
Wednesday, September 12, 2018
Barberton Elementary East
292 E Robinson Ave
5:30 p.m.

I. CALL TO ORDER - Mr. David Polacek, President

Roll Call

- Shawna Angeloff
- Megann Eberhart
- Thomas Harnden
- Elizabeth Mayreis
- Dave Polacek

II. PLEDGE OF ALLEGIANCE

III. INFORMATIONAL

DATES TO REMEMBER:

September 13 - BEW Watch D.O.G.S Recruitment Night, BEW 6:00 p.m.

September 21 - BEW Carnival, BEW 5:00 p.m.

September 22 - Homecoming, BHS 7:30 p.m.

September 28 - Staff Development, NO SCHOOL

IV. PRESENTATION

A. Building Update - Mr. Matthew Saunders, Principal

B. Presentation for the New Writing Initiative

- Angelina Marinkovic
- Parker Vinay

Presentation for Foundations

- Evan Holm

V. COMMITTEE REPORTS

A. Financial

B. Key Communicators

- C. Education & Technology
- D. Policy
- E. Facilities & Extracurricular Activities
- F. Parks & Recreation
- G. Business Advisory Council
- H. Strategic Plan

VI. SUPERINTENDENT’S BUSINESS - Mr. Jeff Ramnytz

- A. To approve the following Course of Study - 8th Grade Do Your Job Course/Transition to High School. (Board members received copies)

MOTION:

SECOND:

Comments or Questions:

Polacek A/N Harnden A/N Angeloff A/N Eberhart A/N Mayreis A/N
 Approved _____ Not Approved _____ Other Action _____

- B. To approve a Service Agreement between Barberton City Schools and Greenleaf Family Center, 580 Grant St, Akron, OH 44311, for sign language interpreting services, from September 1, 2018 through June 30, 2020. (Board member received copies)

MOTION:

SECOND:

Comments or Questions:

Harnden A/N Angeloff A/N Eberhart A/N Mayreis A/N Polacek A/N
 Approved _____ Not Approved _____ Other Action _____

VII. PERSONNEL – Mr. Jeffrey Ramnytz, Superintendent

- A. To adopt the following Resolution:

Part I. WHEREAS the Barberton City School District Board of Education has offered the following positions:

Home Instruction Tutor

\$26.27/hr

To licensed employees and no such employee who qualified to fill the positions applied or accepted:

Part II. NOW, THEREFORE, BE IT RESOLVED, that the non-licensed individuals listed Att. 1 be recognized as a volunteer and/or extended a contract for the 2018 school year for the above named positions contingent upon receipt of BCI and FBI background check according to Ohio Revised Code.

- B. To approve the following Resignation. Att. 2
- C. To approve hiring the Licensed personnel listed. Att. 3
- D. To approve hiring the Non – Certificated personnel listed. Att. 4

MOTION:

SECOND:

Comments or Questions:

Angeloff A/N Eberhart A/N Mayreis A/N Polacek A/N Harnden A/N
Approved _____ Not Approved _____ Other Action _____

VIII. FINANCIAL BUSINESS - Mrs. Shawwna Jones, Treasurer

- A. A resolution approving and authorizing a ground lease, lease-purchase agreement and related documents providing for the construction, enlarging or other improvement, furnishing and equipping and the lease and eventual acquisition of facilities and improvements to facilities for school district purposes, together with necessary appurtenances, and authorizing and approving other related matters.

WHEREAS, Section 3313.375 of the Revised Code provides that the board of education of a school district may enter into a lease-purchase agreement providing for the construction, enlarging or other improvement, furnishing and equipping and lease and eventual acquisition of facilities and improvements to facilities for any school district purpose, and, in conjunction therewith, may grant a lease for land and existing improvements under the board’s control for a period not more than five years longer than the term of the lease-purchase agreement; and

WHEREAS, Section 3313.375 further provides that the obligations of the board of education under such a lease-purchase agreement shall not be construed as net indebtedness of that school district pursuant to Section 133.06 of the Revised Code; and

WHEREAS, this Board has determined to proceed with the construction, enlarging or other improvement, furnishing and equipping and the lease and eventual acquisition of facilities and improvements to facilities for School District purposes, including the

construction, furnishing and equipping of a bus garage and maintenance facility and related site improvements, together with necessary appurtenances (the "Garage And Maintenance Improvements"), and improvements to an athletic facility, namely a new artificial turf field at the Barberton High School stadium and related site improvements, together with necessary appurtenances (the "Turf Improvements," and collectively with the Garage And Maintenance Improvements, the "Improvements"); and to finance the cost of the Improvements through a lease-purchase transaction (the "Lease Purchase Transaction"), all in accordance with the laws of the State of Ohio (the "State"), including, but not limited to, Section 3313.375 of the Revised Code; and

WHEREAS, in order to implement the Lease Purchase Transaction, this Board has determined to take the following actions:

A. Sign and deliver a ground lease (the "Ground Lease") with Key Government Finance, Inc. (the "Lessor") under which the Board will convey to the Lessor a leasehold interest in the real property and existing improvements thereon upon which the Garage and Maintenance Improvements are to be located (the "Ground Leased Property") for a term of not more than five years longer than the term of the Facilities Lease described below, subject to earlier termination upon payment in full of all Base Rent and Additional Payments as provided in the Facilities Lease; and

B. Sign and deliver a lease-purchase agreement (the "Facilities Lease") under which the Board (a) will sublease the Ground Leased Property and lease the Improvements (collectively, with the Ground Leased Property, the "Leased Property") from the Lessor for an Initial Term and for Renewal Terms (each a "Lease Term"), as defined in the Facilities Lease, upon appropriations being made by this Board of funds sufficient to enable the School District to pay the Base Rent, as defined in the Facilities Lease, during the Renewal Terms and (b) will have an obligation, which will constitute a "public obligation" as defined in Section 133.01 of the Revised Code, to pay Base Rent during each Lease Term subject to such appropriations; and

WHEREAS, this Board has appropriated the funds necessary to pay the School District's obligations under the Lease during this fiscal year:

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

Section 1. Facilities Lease and Ground Lease. In connection with the Lease Purchase Transaction, the President of the Board or, in the absence of the President, the Vice President of the Board (the "President") and the Treasurer of the Board (the "Treasurer") is each authorized to sign and deliver the Facilities Lease and the Ground Lease. The Facilities Lease and the Ground Lease are approved in substantially the forms as are now on file with this Board, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District that are approved by the officers signing those documents on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Facilities Lease or the Ground Lease, as the case may be, or amendments thereto by those officers. The proceeds received by the School District in exchange for the School District entering into the Facilities Lease shall be paid into the proper fund or funds of the School District, and those proceeds are appropriated and shall be used to pay Project Costs (as defined in the Facilities Lease), including financing costs.

Section 2. Improvements. This Board hereby determines that the Leased Property, including the Improvements, and the uses thereof for School District purposes, are essential to the School District for the proper, efficient and economic operation of the School District and the welfare of its students.

Section 3. Determination of Facilities Lease Terms. The terms of the Facilities Lease with respect to Base Rent and Renewal Terms shall be determined by the Treasurer, having due regard for the best financial interest of the School District, subject to the following:

(a) **Base Rent.** The aggregate principal component of Base Rent, as defined in the Facilities Lease, for the Initial Term and all Renewal Terms in aggregate shall not exceed \$4,700,000. The interest component of the Base Rent shall accrue at a rate not to exceed 3.94% per year.

(b) **Final Renewal Term.** The final Renewal Term of the Facilities Lease shall end not later than twelve (12) years from the commencement date of the Facilities Lease, and the term of the Ground Lease shall end not more than 5 years after the final Renewal Term of the Facilities Lease.

(c) **Prepayment of Base Rent.** The unpaid principal component of Base Rent may be prepayable in accordance with a schedule set forth in the Facilities Lease, provided that any premium associated with prepayment shall not exceed 3.50% of the principal component of Base Rent being prepaid.

Section 4. Other Instruments. In connection with the Lease Purchase Transaction, the President, the Superintendent of Schools and the Treasurer are each hereby authorized to take any and all other actions and to sign and deliver any and all other instruments, agreements, certificates and documents, including escrow agreements relating to the investment and application of the proceeds of the Facilities Lease, as may in their judgment be necessary, desirable, advisable or appropriate in order to give effect to the transactions contemplated to be performed on the part of the School District under the Facilities Lease.

Section 5. Tax Covenants. This Board covenants to use, and to restrict the use and investment of, the proceeds of the Facilities Lease in such manner and to such extent as may be necessary so that (a) the obligations of the School District under the Facilities Lease will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as obligations to which Section 103 of the Code applies, and (b) the interest components of the Base Rent will not be treated as an item of tax preference under Section 57 of the Code.

This Board further covenants (a) to take or cause to be taken such actions that may be required of it for the interest components of the Base Rent to be and to remain excluded from gross income for federal income tax purposes, (b) to take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Facilities Lease to the governmental purpose of the Facilities Lease, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely and adequate payments to the federal government if required, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of the interest components under the Code.

The Treasurer, as the fiscal officer, or any other officer of this Board or the School District having responsibility for signing the Facilities Lease is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of this Board or the School District with respect to the Facilities Lease as this Board or the School District is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Facilities Lease or the interest components of the Base Rent or assisting compliance with requirements for that

purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of this Board and the School District, as may be appropriate to assure the exclusion of the interest components of the Base Rent from gross income and the intended tax status of the interest components of the Base Rent and (c) to give one or more appropriate certificates of this Board and the School District, for inclusion in the transcript of proceedings relating to the Facilities Lease, setting forth the reasonable expectations of this Board and the School District regarding the amount and use of all the proceeds of the Facilities Lease, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest components of the Base Rent and the tax status of the Facilities Lease. The Treasurer is specifically authorized to designate the School District's obligation to pay Base Rent as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Section 6. Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel to this Board and the School District, be and are hereby retained in connection with the Lease Purchase Transaction. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with, and the rendering of the necessary legal opinion upon, the completion of the Lease Purchase Transaction, all as set forth in the form of engagement letter now on file with the Treasurer of this Board. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this Board or the School District in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the School District or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services, whether or not the Lease Purchase Transaction is completed. The Treasurer is authorized and directed to sign and deliver the engagement letter and to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 7. Severability. Each section of this Resolution and each part of each section hereof is hereby declared to be independent, and the finding or holding of any section or part of any section hereof to be invalid or void shall not be deemed or held to affect the validity of any other section or part of any section of this Resolution.

Section 8. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

Section 9. Effective Date. This resolution shall be in full force and effect immediately upon its adoption.

MOTION:

SECOND:

Comments or Questions:

Eberhart A/N Mayreis A/N Polacek A/N Harnden A/N Angeloff A/N
Approved _____ Not Approved _____ Other Action _____

- B. To adopt a resolution WHEREAS, the City of Barberton, Ohio (the "City") has previously created the area known as CRA #2 (the "Community Reinvestment Area") in the City as a "Community Reinvestment Area" pursuant Chapter 3735 of the Revised Code; and

WHEREAS, this Board has received a copy of the draft Ordinance attached hereto as Exhibit A (the "CRA Ordinance") intended to be passed by the Council of the City; and

WHEREAS, the CRA Ordinance will grant an exemption from real property taxation pursuant to Section 3735.67 of the Revised Code on certain property owned by BWXT Nuclear Operations Group, Inc. (the "Property Owner") in the City in accordance with the terms set forth in the CRA Ordinance; and

WHEREAS, the remodeling of existing structures and construction of new structures in the proposed Community Reinvestment Area would serve to encourage economic stability, maintain real property values and generate new employment opportunities within the District; and

WHEREAS, as required by Section 3735.671 of the Revised Code, the City and the Property Owner have determined to enter into an agreement in the form attached as Exhibit A to the CRA Ordinance (the "CRA Agreement") containing the terms set forth in Section 3735.671 of the Revised Code.

WHEREAS, Sections 3735.671, 5709.82 and 5709.83 of the Revised Code grant this District certain rights to notice and approval rights by the City whenever an exemption from real property taxation is granted pursuant to Section 3735.67 of the Revised Code, including, but not limited to the requirement that the District approve the Agreement pursuant to Section 3735.671 of the Revised Code;

WHEREAS, this Board has now determined to approve the Agreement and to waive any further notice requirements under Sections 3735.671, 5709.82 and 5709.83 of the Revised Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Barberton City School District as follows:

Section 1. This Board hereby approves the form of the CRA Ordinance, the Agreement and any exemption from real property taxation within the Community Reinvestment Area granted pursuant to the CRA Ordinance and Section 3735.671 of the Revised Code.

Section 2. This Board finds and determines that the City has fully complied with the notice and approval requirements of Sections 3735.671, 5709.82 and 5709.83 of the Revised Code and this Board hereby waives any further rights under Sections 3735.671,

5709.82 and 5709.83 of the Revised Code in connection with the CRA Ordinance, the Agreement or any exemption from real property taxation granted pursuant to the CRA Ordinance and Section 3735.671 of the Revised Code.

Section 3. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were held, in meetings open to the public, in compliance with the law.

MOTION:

SECOND:

Comments or Questions:

Mayreis A/N Polacek A/N Harnden A/N Angeloff A/N Eberhart A/N
Approved _____ Not Approved _____ Other Action _____

- C. To approve a proposal between Barberton City Schools and Vocon, 3142 Prospect Ave E, Cleveland, OH 44115 for the new Bus Garage. (Board Members Received Copies)

MOTION:

SECOND:

Comments or Questions:

Polacek A/N Harnden A/N Angeloff A/N Eberhart A/N Mayreis A/N
Approved _____ Not Approved _____ Other Action _____

IX. ADJOURNMENT

MOTION:

SECOND:

Comments or Questions:

Harnden A/N Angeloff A/N Eberhart A/N Mayreis A/N Polacek A/N
Approved _____ Not Approved _____ Other Action _____

Sincerely,

Jeffrey Ramnytz

Jeffrey Ramnytz
Superintendent