

**RICHMOND HEIGHTS LOCAL BOARD OF EDUCATION
REGULAR WORK SESSION MEETING MINUTES
JANUARY 25, 2021
7:00 P.M.**

Video conference via Zoom:

<https://zoom.us/j/96068701817?pwd=My9meIVKdUppWllySm1ZU1Z5aG9hZz09>

Meeting ID: 960 6870 1817

Passcode: 250622

Mission: Prepare individual learners to navigate an evolving global community using 21st century competencies

The Regular Work Session Meeting of the Richmond Heights Board of Education was called to order at 7:03 p.m. on Monday, January 25, 2021, virtually by President, Nneka Slade Jackson.

The following members answered the roll: Nneka Slade Jackson, Bobby Jordan, Frank Barber, Linda Pliodzinskas, and Dr. Hugh A. Turner.

RESOLUTION NO 01-13-2021

Moved by Dr. Turner, seconded by Mr. Jordan to adopt the agenda as presented.

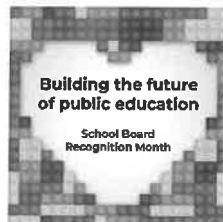
Roll Call: Ayes – Dr. Turner, Mr. Jordan, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

SUPERINTENDENT'S REPORT

- **Recognition of Board Members for OSBA Board Recognition Month 2021
“Building the Future of Public Education”**



- **Reopening Plan – Marnisha Brown**

TREASURER'S REPORT

- **General Update**

RECOMMENDATIONS OF THE TREASURER**RESOLUTION NO 01-14-2021**

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner to approve amendments to the FY2021 Estimated Resources and Appropriations.

Fund	Increase to Estimated Resources	Amount
003	Permanent Improvement	400,000.00
507	ESSER	72,510.98
509	21st Century	28,562.72
516	Title VIB	20,954.76
572	Title I	267,977.27
590	Classroom Reduction	24,517.58
599	Federal Grants	10,112.33
	Total Increase in Estimated Resources	824,635.64
	****Total Increase Grants	424,635.64

Fund	Increase to Appropriations	Amount
003	Permanent Improvement	400,000.00
507	ESSERS	72,510.98
509	21st Century	28,562.72
516	IDEA Part B Special Education	20,954.76
572	Title I - Disadvantaged Children/Targeted Assistance	267,977.27
590	Improving Teacher Quality	24,517.58
599	Miscellaneous Federal Grants	10,112.33
	Total Appropriation Increase	824,635.64

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Jordan, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 01-15-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan to accept the following donation of funds as gifts.

- Richmond Heights Kiwanis, \$2,000

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Jordan, Mr. Barber, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

RECOMMENDATIONS OF THE SUPERINTENDENT

RESOLUTION NO 01-16-2021

Moved by Mr. Jordan, seconded by Mr. Barber to employ the following classified personnel as a casual, day-to-day substitute and at the Board-approved rate of compensation, effective for the 2020-2021 school year, pursuant to Board Policy 3120.04., pending completion of their personnel file.

Jalin Matthews – Substitute Cleaner

Roll Call: Ayes – Mr. Jordan, Mr. Barber, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 01-17-2021

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner to accept the resignation of the following classified employees. (ATTACHMENT #1)

Anita Sydnor-Render, Bus Driver, effective 01/21/2021

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Jordan, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 01-18-2021

Moved by Dr. Turner, seconded by Mr. Jordan to approve the recall to employment, in accordance with Article VII, Section 3(D)(6) of the Negotiated Agreement with the Richmond Heights Local District (RHLSD) Board of Education and the Richmond Heights Education Association (RHEA), of

Gail Manningham, Bus Driver

Roll Call: Ayes – Dr. Turner, Mr. Jordan, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 01-19-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan to approve the extension of unpaid leave due to exhaustion of sick and personal leave per the RHEA agreement.

Antoinette Clinton, Part-time Cleaner, effective January 15, 2021, through February 19, 2021.

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Jordan, Mr. Barber, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

NEW BUSINESS I

RESOLUTION NO 01-20-2021

Moved by Mr. Barber, seconded by Dr. Turner to extend the agreement with BPI Technology for the current technician to continue in assisting with the technology switch to the new school as well as the maintenance and repair of Chromebooks being used during remote learning. The cost is \$765.00 per day. The initial need will be 3 days per week beginning the week of January 25th and eventually decreasing to 2 days a week for the months of March – May. The total extension will not exceed \$33,660.00

Roll Call: Ayes – Mr. Barber, Mr. Jordan, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – Dr. Turner.

Motion Carried 4-1.

EXECUTIVE SESSION

RESOLUTION NO 01-21-2021

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to enter into executive session at 8:21 p.m., pursuant to ORC §121.22, for the purpose of:

- Ⓐ To consider one or more, as applicable, of the **check marked** items with respect to a public employee or official:
 - 1. _____ Appointment;
 - 2. _____ Employment;
 - 3. _____ Dismissal;
 - 4. _____ Discipline;
 - 5. _____ Promotion;
 - 6. _____ Demotion;
 - 7. ✓ _____ Compensation of a public employee or official; or
 - 8. _____ Investigation of charges/complaints against a public employee, official, licensee, or regulated individual (unless public hearing requested).
- B. To consider the purchase of property for public purposes, or for the sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the public interest.
- Ⓒ Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E. Matters required to be kept confidential by federal law or regulations or state statutes.
- F. Details relative to security arrangements and emergency response protocols for a public body or a public office, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the public body or public office.

NOW, THEREFORE, BE IT RESOLVED, that the Richmond Heights Local School District Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on items A.7 & C. as listed above.

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Jordan, and Ms. Slade Jackson.

Nays – None

Motion Carried 5-0.

The Board reconvened from executive session at 9:36 p.m

NEW BUSINESS II

RESOLUTION NO 01-22-2021

Moved by Mr. Jordan, seconded by Dr. Turner to approve the Tax Sharing Settlement Agreement between the City of Richmond Heights and the Richmond Heights Local School District regarding the CRA Tax Abatement at One Integrity Parkway, Richmond Heights, Ohio. (ATTACHMENT #2)

Roll Call: Ayes – Mr. Jordan, Dr. Turner, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

BOARD'S REPORT

- **Board Goals, Review and Update**
 - Establish A Budget Planning Process
 - Reclamation Campaign/Communication
 - Support Superintendent in Advocacy
 - Entrepreneurial Mindset (Future Ready Scholars)

ADJOURNMENT

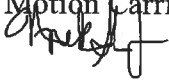
RESOLUTION NO 01-23-2021

Moved by Dr. Turner, seconded by Mr. Jordan to adjourn the meeting at 9:42 p.m.

Roll Call: Ayes – Dr. Turner, Mr. Jordan, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.



Nneka Slade Jackson, President



Cooper Martin, Treasurer

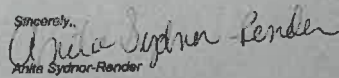
January 21, 2021

Dear Richmond Heights Schools,

I am writing this letter to notify you formally that I am resigning from my position as School Bus Driver, effective January 21, 2021.

I appreciate the opportunity for professional growth you provided during my time at Richmond Heights Schools. Thank you for your support and encouragement.

Sincerely,

Anita Sydnor-Render

TAX SHARING SETTLEMENT AGREEMENT

between

CITY OF RICHMOND HEIGHTS and RICHMOND HEIGHTS LOCAL SCHOOL DISTRICT

(Re: CRA Tax Abatement at One Integrity Parkway, Richmond Heights, Ohio)

This Tax Sharing Settlement Agreement ("Agreement") is entered into between the City of Richmond Heights ("City"), a municipal corporation in Ohio, and the Richmond Heights Local School District ("District"), a local school district in Ohio, this ____ day of _____, 2021. For purposes of this Agreement, the City and the District are each a "Party" and collectively they are "Parties".

RECITALS

Whereas, in connection with the proposed long-term lease by CGF Realty, LLC ("CGF") of the land located at 1 Integrity Parkway in the City and the proposed construction of an approximate 13,000-square foot addition (the "Addition") to an existing building (the "Original Building") at that address (the Original Building together with the Addition are hereinafter the "Building") for occupancy by Selman & Company, LLC ("Selman"), the City delivered written notice dated on March 26, 2019 to the District of its intention to grant a 100% Community Reinvestment Area ("CRA") real property tax exemption for a period of fifteen (15) years with respect to the Addition (the "Abatement") and enter into a Community Reinvestment Area Agreement (the "CRA Agreement") with CGF and Selman;

Whereas, on April 9, 2019, the City Council authorized the aforesaid Abatement under its 1986 Resolution creating the City's CRA tax exemption program, as amended October 9, 2018, through the authorized and executed CRA Agreement with CGF and with Selman, with the condition that the tax abatement would commence in the first tax year where the Abatement was applied and which CRA Agreement conditions the Abatement on Selman maintaining a minimum number of 150 fulltime equivalent employee positions and a minimum annual payroll of Eight Million Dollars (\$8,000,000) during the Abatement period and provides that the City may terminate or modify the Abatement if Selman materially fails to fulfill this and other requirements under the CRA Agreement;

Whereas, pursuant to Ohio Revised Code §5709.82, the City and the District did not enter into a payroll tax sharing agreement within the six (6) months provided for in this statute and the District thereafter demanded fifty percent (50%) of the payroll taxes paid by Selman over the

fifteen-year abatement period; the City initially rejected the District's demand and continued to offer to pay to the District each year of the Abatement the total amount of the real estate taxes that were abated;

Whereas, under the threat of litigation by the District against the City to obtain its demand for payroll tax payments, on April 28, 2020, the City Council voted 4 to 2 with one abstention, through its Resolution No. 26-2020, to agree to pay to the District after the end of each year of the Abatement, 50% of the Selman payroll taxes for that Abatement year, as set forth in Ohio Revised Code §5709.82, and the City Council then overrode the City Mayor's veto of Resolution No. 26-2020 by a 5 to 2 vote on May 12, 2020, making Resolution 26-2020 effective as of that date;

Whereas, through this Agreement, the Parties agree to settle their differences regarding the tax sharing dispute over the Abatement (the "Dispute").

Now, therefore, the Parties agree as follows:

1. The foregoing recitals are fully incorporated into this Agreement.
2. Commencing in 2020, for each calendar year the Abatement is effective, pursuant to the requirements of Ohio Revised Code §5709.82, the City shall pay to the District fifty percent (50%) of the payroll taxes received by the City for "new employees" (as such term is defined in Ohio Revised Code §5709.82) located at the Building, provided that the payroll of such new employees equals or exceeds One Million Dollars (\$1,000,000) in any tax year for which the Abatement is effective but subject to Section 4 below.
3. The required payments set forth in Section 2 above shall be made by the City to the District no later than March 31 following the end of the calendar year to which the Abatement applies.
4. The District acknowledges that for any calendar year during the fifteen (15)-year Abatement period in which the Abatement is not in effect, the District will not be entitled under this Agreement, or otherwise, to any tax sharing payment from the City for that calendar year (including but not limited to any year in which the City enforces the requirement for Selman to maintain at least 150 fulltime equivalent employee positions and a minimum annual payroll of Eight Million Dollars (\$8,000,000) to be entitled to the abatement of real property taxes for that year); provided, however, that in the event there is a partial reduction of the Abatement, the tax sharing obligation of the City shall be reduced by the amount of the real property taxes on the Addition that are received by the District.
5. In consideration of the mutual covenants that the Parties have memorialized in this Agreement, the District releases all of its claims, whether known or unknown, that relate to or arose from the Dispute, which accrued against the City, the City's officials, or the City's

employees, from the beginning of time to the Agreement's effective date. The District may sue to enforce its rights with respect to a breach of the Agreement by the City, including for specific performance.

6. Upon the District's written request, the City agrees, not later than thirty (30) days following such request, to provide the District with access to the City's records related to the payroll taxes paid by Selman to the City for the immediately preceding calendar year.

7. The Parties represent, warrant, and agree that this Agreement represents the compromise of disputed claims, and that the terms, covenants, and commitments set forth in this Agreement are not to be construed as an admission of liability or wrongdoing by any Party, and that all Parties expressly deny any liability or wrongdoing. Furthermore, the compensation provisions set forth in this Agreement shall not be used by either Party as a precedent in any legal proceedings related to other tax abatements and tax incentives awarded by the City in the future.

8. This Agreement may be executed in counterparts and all such counterparts shall constitute one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart.

9. The persons executing this Agreement on behalf of the entities who are Parties to the Agreement, certify and represent that they have the authority to execute this Agreement and to make the covenants and agreements contained herein.

10. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of any Party having or being deemed to have structured or dictated such provision.

[Signature page follows.]

The Parties have caused this Agreement to be executed by their duly authorized officials to be effective as of the date set forth hereinabove.

CITY OF RICHMOND HEIGHTS, OHIO

By: _____
David H. Roche, Mayor

Date: _____

RICHMOND HEIGHTS LOCAL SCHOOL DISTRICT

By: _____
Nneka Slade Jackson, Board President

Date: _____

By: _____
Cooper Martin, Treasurer

Date: _____

FISCAL OFFICER'S CERTIFICATE
CITY OF RICHMOND HEIGHTS, OHIO

The undersigned, Director of Finance for the City of Richmond Heights, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2020 under the aforesaid Tax Sharing Settlement Agreement (to wit: \$0.00) have been lawfully appropriated by the City Council for the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2021

James W. Teknipp, Director of Finance

City of Richmond Heights, Ohio

FISCAL OFFICER'S CERTIFICATE

RICHMOND HEIGHTS LOCAL SCHOOL DISTRICT

The undersigned, Treasurer for the Richmond Heights Local School District, Cuyahoga County, Ohio, hereby certifies that the moneys required to meet the obligations of the School District during the year 2020 under the aforesaid Tax Sharing Settlement Agreement (to wit: \$0.00) have been lawfully appropriated by the Board of Education for the School District for such purposes and are in the treasury of the School District or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2020

Cooper Martin, Treasurer

Richmond Heights Local School District,
Cuyahoga County, Ohio