

**MARLINGTON LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
January 7, 2021 Meeting**

January 7, 2021

Electronic Remote Technology Meeting  
Regular Meeting Minutes

7:00 P.M.

**I. Call to Order: 7:08 p.m.****A. Pledge of Allegiance****B. Reading of Mission Statement – Dr. Scott Mason**

In collaboration with staff, community, parents, and students, the Marlinton Local School District will develop lifelong learners who understand and apply knowledge, and demonstrate excellence in pursuing the highest standards with effective intervention to challenge every student.

**II. Roll Call**

This meeting is a meeting of the Board of Education in public for the purpose of conducting the school district's business and is not to be considered a public community meeting.

Carolyn Gabric	Present
Josh Hagan	Present
Karen Humphries	Present
Scott Mason	Present
Danielle Stevens	Present

**III. Adoption of Meeting Agenda – Mrs. Carolyn Gabric****A. Additions or Corrections: Remove executive session and the treasurer contract****B. Recommend that the Marlinton Local Board of Education adopt the following agenda for the January 7, 2021 meeting with the removal of executive session and treasurer's contract.**

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan	x		x			<b>Resolution No.</b>	19-21		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens		x	x						

#### IV. Public Participation

Persons wishing to present information or items to the Board shall submit a written statement, along with their names and directory information, in a WORD format to the Treasurer on or before 3:00 p.m. on the Friday prior to the regular meeting of the Board. The Treasurer shall then submit such timely written statements to each board member before the next regular meeting of the Board. At the next regular meeting of the Board, the Treasurer shall identify the name of each person who submitted a written statement and such written statement shall be entered into the minutes but not read aloud at the regular board meeting. There shall be no public participation at special board meetings.

No Documents were received.

#### V. Old Business

##### A. TIFF Agreement with City of Alliance

1. Recommend the motion to approve the Compensation Agreement between the City of Alliance and the Board of Education of the Marlinton Local School District as presented and marked "Exhibit C".

Mr. Hagan asks if the TIFF agreement has changed. Dr. Shreffler and Dr. Main stated the agreement has not changed. Dr. Main highlights terms of contract. Dr. Mason asks for clarification on income tax received with this agreement. Dr. Main and Dr. Shreffler state we will receive 50% of all new employees.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan	x		x			<b>Resolution No.</b>	20-21		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens		x	x						

## VI. New Business

### A. Resolutions Concerning the Lease Purchase Agreement

1. Recommend the motion authorizing the Board of Education of the Marlinton Local School District to enter into a base lease of school district land and facilities, and a lease of the same back to the Board of Education of the school district, for the purpose of constructing, improving, furnishing and equipping school facilities, including without limitation renovating and improving elementary school facilities; and approving the execution of a base lease and lease-purchase agreement and other documents relating thereto; and approving related matters, as presented and marked "Exhibit D".

Mrs. Humphries states that Marlinton Local should not move forward with a Lease Purchase. She states that there is not a present need with the decrease in student enrollment.

Mrs. Gabric asks about the plan to obtain the best rates for the lease purchase and details. Dr. Shreffler states that he and Dr. Main will bring the information to the board for review. Mrs. Stevens states that she agrees with the repairs for the buildings. Dr. Mason agrees the buildings need repaired. He also states that there are several unknowns with state funding and a current deficit in spending equal to approximately 2,000,000. Dr. Mason states that he does not support moving forward with a lease purchase at this time.

Mrs. Gabric states that we are following the guidance of our attorney to transfer monies to 070 fund to protect our funds being taken back by the state.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan	x		x			<b>Resolution No.</b>	21-21		
Karen Humphries				x					
Scott Mason				x					
Danielle Stevens		x	x						

2. Recommend the motion to approve a resolution approving a written post-issuance compliance policy in connection with the issuance of tax-exempt and tax-preferred obligations by the school district, as presented and marked “Exhibit E”.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan	x		x			<b>Resolution No.</b>	22-21		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens		x	x						

### B. Resolution Concerning Nexus Funds

Recommend the motion to re-confirm the Marlinton Board’s intention to utilize the Nexus Pipeline revenue funds to repay the lease purchase financial commitment for the elementary buildings repair and improvement project, as soon as possible. And once the lease purchase commitment is paid in full, to continue to use the Nexus funds for other major repairs and improvements to our facilities.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan	x		x			<b>Resolution No.</b>	23-21		
Karen Humphries				x					
Scott Mason				x					
Danielle Stevens		x	x						

### C. 2021-2022 District Calendar

Recommend the motion to approve the 2021-2022 district calendar as presented and marked “Exhibit F”.

Dr. Shreffler provides an overview of the calendar highlighting that professional development days are spread over the school year. School year ends on June 8<sup>th</sup> for students and June 9<sup>th</sup> for teachers.

Dr. Mason asks Mrs. Sutton for the assessment data. Mrs. Sutton states that we begin assessments the first couple weeks and continue throughout the year. She states that assessment dates are not released at this time for the 2021-2022 school year.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan	x		x			<b>Resolution No.</b>	24-21		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens		x	x						

#### D. OFCC Resolution

Through the passage of SB 310 on December 29, 2020, extra funds were made available for new school construction through the OFCC. It is recommended that the Marlinton Local schools hereby choose to not accept these funds.

Mrs. Gabric asks Dr. Shreffler to explain the OFCC funds. Dr. Shreffler states that additional funding was provided to OFCC through COVID-19 funds. These would be for building a new elementary. Mr. Hagan asks if this resolution removes Marlinton for future money. Dr. Shreffler states that this will only place Marlinton on the bottom of the list and will not fund building renovations.

Mrs. Humphries asks the amount included. OFCC share was approximately 12.2 million from OFCC and 14.2 million for Marlinton Local. Mr. Hagan asks about the total amount and the 30 million approximate amount.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan	x		x			<b>Resolution No.</b>	25-21		
Karen Humphries				x					
Scott Mason			x						
Danielle Stevens		x	x						

#### IX. Announcements

Dr. Shreffler states that all students are eligible for a free breakfast and lunch. Families can enroll online or call the school to participate in the meal program.

#### X. Next Board of Education Meeting:

Regular Meeting

January 21, 2021

7:00 P.M.

Electronic Remote Technology Meeting

**XI. Adjournment: 7:40**

<b>BOE Member</b>	<b>1st Motion</b>	<b>2nd Motion</b>	<b>Yea</b>	<b>Nay</b>	<b>Abst.</b>		<b>Approved</b>	<b>Not Approved</b>	<b>Table</b>
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan		x	x			<b>Resolution No.</b>	26-21		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens	x		x						

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Carolyn Gabric, Board President

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Dr. Patty A. Main, Treasurer

## COMPENSATION AGREEMENT

This Compensation Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_, 202\_, by and between the CITY OF ALLIANCE, OHIO (the "City"), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio with its principal offices at 504 East Main Street, Alliance, Ohio 44601, and the BOARD OF EDUCATION OF THE MARLINGTON LOCAL SCHOOL DISTRICT (the "School District"), a public school district with its principal offices located at 10302 Moulin Avenue, Alliance, OH 44601.

### WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code Section 5709.41, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) provide for the making of service payments in lieu of taxes by the owners of such real property; and (iii) provide for compensation payments to the affected school districts out of such service payments in lieu of taxes; and

WHEREAS, the City proposes to establish a tax increment financing district with respect to certain property formerly known as the Carnation Mall in the City, as more fully described in Exhibit A attached hereto (the "TIF Property") including future additions to or extensions of the TIF Property, to exempt from real property taxation the TIF Property pursuant to Section 5709.41 of the Ohio Revised Code (the "TIF Statute") and to require the owners of parcels included in the TIF Property (collectively, "Owners"), to make Service Payments In Lieu of Taxes ("Service Payments") and to use such Service Payments to pay a portion of the cost of urban redevelopment of the TIF Property; and

WHEREAS, the City proposes to enact Ordinance No. \_\_\_\_\_ (the "TIF Ordinance") on or after \_\_\_\_\_, 202\_, and therein (a) declare to be a public purpose the improvement to the TIF Property providing for, among other things, the exemption of the increase in value of the TIF Property subsequent to the passage of the TIF Ordinance (each improvement having the meaning as set forth in the TIF Act and collectively referred to herein as the "Improvements") relating to the TIF Property consistent with the objectives stated in the TIF Ordinance and the payment of Service Payments with respect to such Improvements, and (b) authorize the execution of this Agreement; and

WHEREAS, the City and the School District will derive substantial and significant benefits from the Improvements; and

WHEREAS, on \_\_\_\_\_, 202\_, and prior to the passage of the TIF Ordinance, the Board of the School District adopted a resolution granting its approval of this Agreement and the exemption of the real property taxes on the Improvements as provided in the TIF Ordinance and waived any further requirements of the TIF Act and Sections 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the City execute and deliver this Agreement; and

WHEREAS, the TIF Ordinance provides for a 30-year, 100% exemption from real property taxes with respect to the Improvements on the TIF Property (the “TIF Exemption”) and for the payment of Service Payments in lieu of taxes with respect to such Improvements; and

WHEREAS, to facilitate the construction of certain public and private improvements to the TIF Property and to compensate the School District for a portion of the real property taxes that the School District would have received had the TIF Property been improved and not been exempted from taxation, the City and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District and will improve the health, safety and welfare of the citizens of the City and the School District;

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

Section 1. School District Approval and Agreement. In consideration of the compensation to be provided to it under this Agreement, the School District hereby approves the TIF Exemption in the amount of up to 100% for up to 30 years, as provided for in the TIF Ordinance.

Section 2. Compensation Payments to School District.

(a) The parties agree that, as consideration for the School District’s agreement in Section 1, commencing with the first collection year in which Service Payments are received by the Stark County Treasurer (the “Treasurer”) with respect to the TIF Property, and continuing until the TIF Exemption ends, the City shall cause the Treasurer to pay semi-annually to the School District, but solely from Service Payments received by the Treasurer, an amount equal to twenty-five percent (25%) of the real property taxes that would have been distributed to the School District but for the TIF Exemption. (For example, and for illustration purposes only, if the School District currently (and before any Improvements) receives \$53,342.00 in real property taxes based on the current value of the TIF Property, and then during the TIF Exemption the School District would receive the \$53,342.00 in real property taxes plus twenty-five percent (25%) of the additional real property taxes that would have been due based on the higher valuation of the TIF Property after the Improvements funded by the TIF; if the increased value of the TIF Property would generate a total of \$358,594.00 in real property taxes, during the period of the TIF Exemption the School District would receive \$129,655.00 (\$53,342.00 + \$76,313.00), which consists of the original \$53,342.00 and twenty-five percent (25%) of \$305,252.00 (\$358,594 - \$53,342.00) which is \$76,313.00.)

(b) The payments specified in subsection (a) shall be made only to the extent that the Treasurer actually receives Service Payments in an amount equal to the real property taxes that the School District would have received, but for the TIF Exemption. Amounts received by the School District in accordance with subsection (a) of this Section 2 are collectively referred to herein as “TIF Revenue Payments.” In the event that in any year the amount of Service Payments actually received by the Treasurer are not equal to the TIF Revenue Payments to be received under this Section 2, such amounts shall be carried forward and will be payable from amounts received in future years after reimbursement of the School District for the applicable percentage of taxes that



the School District would have received in such future year. In the event that the valuation of the TIF Property is challenged by an Owner or by the School District and the result of such challenge is an increase or decrease in the assessed valuation of such parcel which increase or decrease is finally determined, either through all appeals or after expiration of any appeal period, in a later collection year, the TIF Revenue Payments due to the School District in the year of such final determination and thereafter shall be increased or decreased to reflect such increased or decreased valuation.

Section 3. No Waiver of Income Tax Revenue. The City and the School District agree that the School District does not waive any payment of income tax revenues derived from new employees at the TIF Property to the extent required by Section 5709.82 of the Ohio Revised Code including, but not limited to Section 5709.82(D) of the Ohio Revised Code in effect on the date of this Agreement.

Section 4. Timing of Payments. The Treasurer shall distribute the TIF Revenue Payments to the School District in accordance with law. The City shall distribute income tax revenues as required by Section 5709.82 of the Ohio Revised Code for any such year by June 1<sup>st</sup> of the following year, such period of time being necessary for the City to receive and review income tax returns and determine the amount of income tax received. The records of the City relating to the amount of any TIF Revenue Payment, income tax payment or other payment shall be made available to the School District for audit annually by the treasurer of the School District or by an independent auditor of the School District's choice and at its sole expense.

Section 5. Sharing of Information. The City agrees to cooperate to share information with the School District as to its receipt of Service Payments or income tax payments upon request of the School District including, but not limited to, any information necessary to determine any amounts owed under Section 5709.82 of the Ohio Revised Code subject to any restrictions imposed by law, and shall provide the School District with a copy of information it sends to the State to comply with annual reporting requirements in connection with the exemption under the TIF Ordinance.

Section 6. The City agrees in the event that the developer of the TIF Property violates an agreement with the City and that violation has a material and negative financial impact on the School District, the City will consult with the School District regarding a resolution. In the event a resolution cannot be reached and the City initiates litigation against the developer of the TIF Property, the City will support a motion of the School District to intervene in such matter to the extent permitted by law. Nothing in this Agreement restricts the rights the School District would have absent this Agreement.

Section 7. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

Section 8. Entire Agreement, Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof 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. The School District hereby waives

any notice requirements set forth in the TIF Act or in Sections 5709.82, 5709.83 and 5715.27(D) of the Ohio Revised Code with respect to the TIF Exemption and waives any defects or irregularities relating to the TIF Exemption.

Section 9. Notices. 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 address set forth in the first paragraph of this Agreement, to the attention of the Mayor or the Superintendent, as applicable. Either party may change its address for receiving notices and reports by giving written notice of such change to the other party.

Section 10. Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 11. Counterparts. 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.

***Signature Page Follows***

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered on the date set forth above.

**CITY OF ALLIANCE, OHIO**

**BOARD OF EDUCATION OF THE  
MARLINGTON LOCAL SCHOOL  
DISTRICT**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
President of the Board of Education

Approved as to legal form:

\_\_\_\_\_  
Law Director

**SECTION 5705.41**  
**CERTIFICATE OF AVAILABILITY OF FUNDS**

The undersigned, Auditor of the City of Alliance, Ohio (the "City"), hereby certifies in connection with the Compensation Agreement between the City and the Marlinton Local School District, dated \_\_\_\_\_, 202\_, that:

The amount required to meet the contract, obligation, or expenditure for the attached, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Auditor

Dated: \_\_\_\_\_, 202\_

**EXHIBIT A  
PROPERTY**

City of Alliance

Permanent Parcel Numbers

"Exhibit D"

**BOARD OF EDUCATION  
MARLINGTON LOCAL SCHOOL DISTRICT  
STARK COUNTY, OHIO**

The Board of Education (the "Board") of the Marlinton Local School District, Stark County, Ohio (the "School District"), met in regular session on December 17, 2020, at 7:00 p.m., conducted by teleconference, videoconference or similar electronic technological means, as permitted by Amended Substitute House Bill 197 of the 133rd General Assembly of the State of Ohio, effective March 27, 2020, as amended, with the following members participating:

M\_\_\_\_. \_\_\_\_\_ introduced the following resolution and moved its passage:

**LEASE-PURCHASE RESOLUTION**

AUTHORIZING THE BOARD OF EDUCATION OF THE MARLINGTON LOCAL SCHOOL DISTRICT TO ENTER INTO A BASE LEASE OF SCHOOL DISTRICT LAND AND FACILITIES, AND A LEASE OF THE SAME BACK TO THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT, FOR THE PURPOSE OF CONSTRUCTING, IMPROVING, FURNISHING AND EQUIPPING SCHOOL FACILITIES, INCLUDING WITHOUT LIMITATION RENOVATING AND IMPROVING ELEMENTARY SCHOOL FACILITIES; AND APPROVING THE EXECUTION OF A BASE LEASE AND LEASE-PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING THERETO; AND APPROVING RELATED MATTERS

WHEREAS, Ohio Revised Code (the "Revised Code") Section 3313.375 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 of facilities or improvements to facilities for any school district purpose, and, in conjunction therewith, may grant a lease for land or facilities under the board's control for a series of one-year renewable lease terms totaling not more than the number of years equivalent to the useful life of the asset and in no event more than 30 years; and

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

WHEREAS, the Board has determined that it is advisable and in the best interest of the School District to construct, improve, furnish and equip school facilities, including without limitation renovating and improving elementary school facilities (the “Project”); and

WHEREAS, it will be necessary for the Board to enter into a lease-purchase transaction in accordance with the provisions of Revised Code Section 3313.375 in order to provide financing for the Project, and the Board has determined that it is advisable to enter into a base lease and lease-purchase agreement (the “Agreement”) and such other documents as are necessary to effectuate this lease-purchase transaction in accordance with Revised Code Section 3313.375 and the laws of the State of Ohio; and

WHEREAS, the estimated cost of the Project will not exceed \$5,000,000;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE MARLINGTON LOCAL SCHOOL DISTRICT, STARK COUNTY, OHIO, THAT:

Section 1. It is hereby determined to be necessary and in the best interest of the inhabitants of the School District, and the Board hereby agrees to enter into a lease-purchase arrangement with such lessor as shall provide the most advantageous terms for financing the Project (the “Lessor”) as shall be determined by the Treasurer of the Board (the “Treasurer”) on behalf of the Board.

Section 2. The Board shall convey to the Lessor a base leasehold interest in real property and existing improvements thereon (the “Project Site”) pursuant to the Agreement, which conveyance shall conform to the requirements of Revised Code Section 3313.375. The term of the base leasehold interest shall be for such length as determined by the Treasurer and reported to this Board, but such term shall not exceed the date that is five years beyond the final renewal term of the leasehold interest in the Project Facilities (as defined hereinbelow) granted by the Lessor to the Board as described in Section 3 below. Rental payments, if any, due under the Agreement for the base leasehold interest shall be in such amount as determined by the Treasurer.

Section 3. The Board shall lease the facilities located on the Project Site, as such facilities will be improved by the Project pursuant to the Agreement (the “Project Facilities,” as such Project Facilities shall be further described and defined in the Agreement), from the Lessor pursuant to the Agreement. A portion of the Project financed pursuant to the plan of lease-purchase financing described in this Resolution may be installed and equipped on other properties and buildings owned by the School District that are not be included within the Project Site and/or the Project Facilities described in the Agreement but which nonetheless shall be financed with proceeds from the Agreement.

The Agreement shall provide, among other things, for payments (the “Rent”) from the Board to the Lessor. Rent shall be payable in periodic installments over the term of the Agreement, in such amounts and at such times as shall be determined by the Treasurer and reported to this Board, provided that the interest component of the actual Rent payments shall not exceed in any year the amounts that would be required if the applicable interest rate were 5.00% per annum applied on a principal amount of not to exceed \$5,000,000. The term of the Agreement shall be for an initial term and such one-year (or partial-year for the final renewal term, if applicable) renewal terms as shall be determined by the Treasurer and reported to this Board; provided, however, that the sum of the initial term and all renewal terms may not exceed the

number of years equivalent to the useful life of the Project as determined by the Treasurer and in no event more than 30 years. The Agreement shall provide for termination in the event the Board fails to appropriate funds adequate to pay Rent due with respect to any renewal term.

Section 4. The President of the Board (the “President”), the Treasurer, the Superintendent of the School District, and any other officer of this Board are hereby authorized and directed to take such action as may be in their discretion necessary or appropriate in order to carry out the intent of this Resolution, including without limitation: (i) hiring a placement agent and/or such other professionals or consultants as may be needed to facilitate entering into the Agreement and the financing and completion of the Project; (ii) executing and delivering on behalf of the Board the Agreement and such additional instruments, agreements (including, without limitation, an escrow agreement to provide for the disbursement of the proceeds of the Agreement, and agreements related to the provision of the Project on behalf of the Lessor with Plug Smart and/or any other vendor), certificates, and other documents as may be in their discretion necessary or appropriate to carry out the intent of this Resolution. Such documents, including the Agreement, shall be in a form substantially consistent with the terms of this Resolution, as such officers in their discretion shall deem necessary or appropriate. Notwithstanding any other provision contained herein, the leasehold interests described in Sections 2 and 3 of this Resolution may be separately conveyed through two different leases if the Treasurer determines that it would be advantageous in order to carry out the intent of this Resolution, and, in such situation, references to the Agreement in this Resolution shall be interpreted accordingly.

Section 5. The Board agrees to execute and perform the Agreement in accordance with its terms. The Board agrees to comply with the terms and conditions of any additional instruments, agreements, certificates, and other documents relating to the Agreement as shall be deemed, by the Treasurer or the President, in their discretion, necessary or appropriate in connection with the financing described in this Resolution.

Section 6. Nothing in the Agreement or any related instruments, agreements, certificates, and other documents shall constitute or be construed or deemed to constitute a debt or bonded indebtedness or a general obligation of the School District, the Board, or any agency of the School District. Neither the taxing power nor the full faith and credit of the School District are pledged or shall be pledged for the payment or security of the Agreement or any other related instruments, agreements, certificates, and other documents.

Section 7. The Treasurer may determine to issue any portion of the Agreement as obligations that the interest thereon is excluded from the holders’ gross income for federal income tax purposes, and the following provisions of this Section shall apply to such portion of the Agreement and the interest portion of the Rent thereon:

The Board hereby covenants that it will comply with all existing and future laws applicable to the exemption of interest portion of the Rent due on the Agreement from federal income taxation. The Board further covenants that it will restrict the use of the proceeds of the Agreement in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Agreement is executed, so that it will not constitute an arbitrage bond under Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations prescribed thereunder (the “Regulations”).

The Treasurer is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the Board with respect to the Agreement 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 Agreement 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, on behalf of the Board; (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 Board and the School District, as may be appropriate to assure the status of the Agreement as tax-exempt obligations; and (c) to give an appropriate certificate on behalf of the Board, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the Board pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the Board regarding compliance by the Board with Sections 141 through 150 of the Code and the Regulations, as applicable.

The Treasurer shall cause to be kept and maintained adequate records pertaining to investment of all proceeds of the Agreement sufficient to permit, to the maximum extent possible and presently foreseeable, the Board and the School District to comply with any federal law or regulation now or hereafter having applicability to the Agreement which limits the amount of Agreement proceeds which may be invested at an unrestricted yield or requires the Board and 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 Agreement requires any such reports or rebates.

Section 8. The Board hereby approves of the appointment of the law firm of Bricker & Eckler LLP to serve as legal counsel to the School District with respect to the lease-purchase transaction described herein. The fees to be paid to such firm and any other professionals or consultants hired to carry out the intent of this Resolution shall be subject to review and approval by the Treasurer.

Section 9. All proceeds received by the School District from the Lessor are hereby appropriated for the payment of the costs of the Project and for the payment of fees related to the financing of the Project pursuant to the Agreement and as set forth in this Resolution, which fees may include, but are not limited to, the fees of Bricker & Eckler LLP, as legal counsel, any fees of the Lessor (including legal fees of counsel to the Lessor), lien searching fees, and recording fees.

There is further appropriated, from unappropriated funds to be deposited or currently on deposit in the general fund and/or the permanent improvement fund of the School District, a sum not to exceed \$80,000.00 to pay the cost of Rent due or coming due under the Agreement for the initial lease term ending June 30, 2021. In the event that the Initial Term of the Agreement does not end on June 30, 2021 and the Rent payments due in such Initial Term exceed the aforementioned appropriated amount, the Treasurer is further authorized and directed to provide for the payment of such additional Rent payments due or coming due under the Agreement from any funds lawfully available that are appropriated or shall be appropriated for that purpose.

[Remainder of Page Intentionally Left Blank]

Section 10. It is hereby found and determined that all formal actions of this 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 Revised Code Section 121.22.

M\_\_\_\_. \_\_\_\_\_ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

The Resolution passed.

Passed: December 17, 2020

BOARD OF EDUCATION  
MARLINGTON LOCAL SCHOOL DISTRICT  
STARK COUNTY, OHIO

Attest: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
President

**CERTIFICATE**

The undersigned Treasurer of the Board of Education of the Marlinton Local School District, Stark County, Ohio hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of Education of said School District on December 17, 2020.

\_\_\_\_\_  
Treasurer, Board of Education  
Marlinton Local School District  
Stark County, Ohio

"Exhibit E"

**BOARD OF EDUCATION  
MARLINGTON LOCAL SCHOOL DISTRICT  
STARK COUNTY, OHIO**

The Board of Education (the "Board") of the Marlington Local School District, Stark County, Ohio (the "School District"), met in regular session on December 17, 2020, at 7:00 p.m., conducted by teleconference, videoconference or similar electronic technological means, as permitted by Amended Substitute House Bill 197 of the 133rd General Assembly of the State of Ohio, effective March 27, 2020, as amended, with the following members participating:

M\_\_\_\_\_. \_\_\_\_\_ introduced the following resolution and moved its passage:

**RESOLUTION**

**A RESOLUTION APPROVING A WRITTEN POST-ISSUANCE  
COMPLIANCE POLICY IN CONNECTION WITH THE ISSUANCE  
OF TAX-EXEMPT AND TAX-PREFERRED OBLIGATIONS BY THE  
SCHOOL DISTRICT**

WHEREAS, the School District has previously issued, or intends to issue in the future, bonds and other obligations for the purpose of financing and refinancing various capital improvements in the School District (collectively, the "Obligations"); and

WHEREAS, the Obligations were issued, or will be issued as, tax-exempt and tax-preferred obligations under the Internal Revenue Code of 1986, as amended; and

WHEREAS, in connection with the issuance of the Obligations, it is advised that the Board have a formal written policy outlining the policies and procedures necessary to promote compliance with federal income tax and securities laws, as well as the requirements set forth in the documents for each issue of Obligations; and

WHEREAS, the Board desires to formally approve a written policy outlining such policies and procedures;

NOW THEREFORE, BE IT RESOLVED by the Board of Education of the Marlington Local School District, Stark County, Ohio, that:

Section 1 Approval of Written Post-Issuance Compliance Policy. The Board hereby approves a written post-issuance compliance policy (the "Policy") in connection with the issuance of the Obligations of the School District. On behalf of the Board, the Treasurer is hereby authorized to execute the Policy, which Policy shall be in the form attached hereto as **Exhibit A**. The Treasurer is also hereby authorized to execute any other documents necessary in connection with the Policy. The Treasurer's execution of such documents shall be conclusive evidence of the Board's approval of such documents.

Section 2 Open Meeting. It is hereby found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted 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 Section 121.22 of the Ohio Revised Code.

M\_\_\_\_. \_\_\_\_\_ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

The Resolution passed.

Passed: December 17, 2020

BOARD OF EDUCATION  
MARLINGTON LOCAL SCHOOL DISTRICT  
STARK COUNTY, OHIO

Attest: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
President

**CERTIFICATE**

The undersigned Treasurer of the Board of Education of the Marlington Local School District, Stark County, Ohio, hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of Education of said School District on December 17, 2020.

\_\_\_\_\_  
Treasurer, Board of Education  
Marlington Local School District  
Stark County, Ohio

**EXHIBIT A**

*[Copy of Post-Issuance Compliance Policy Attached]*

**MARLINGTON LOCAL SCHOOL DISTRICT**  
**STARK COUNTY, OHIO**

**POLICY AND PROCEDURES**  
**CONCERNING POST-ISSUANCE COMPLIANCE**

- I. Purpose.** The Marlington Local School District, Stark County, Ohio (the “Issuer”) uses bonds as one means of financing capital projects in support of its mission. This Post-Issuance Compliance Policy (the “Policy”) outlines the policies and procedures to promote compliance with federal income tax and securities laws, as well as the requirements set forth in the bond documents for each bond issue. The policy is to strictly follow the U.S. Constitution and laws, the Ohio Constitution and laws, and all applicable federal and state regulations. For purposes of this policy, the terms “bonds” or “bond issue” means any obligation of the Issuer incurred for the purpose of borrowing money, including, without limitation, bonds, notes and certificates of participation in capital leases.
- II. Outside Counsel.** The Treasurer may, upon obtaining any necessary approvals, engage an attorney or firm of attorneys of national reputation on the subject of the federal tax and securities law of public finance to serve as “Outside Counsel” for the purpose of assisting the Issuer in the pursuit of its duties under this Policy. Outside Counsel may be bond counsel for the Issuer. Any such engagement shall be evidenced by the execution of an engagement letter or other written agreement between the Issuer and such Outside Counsel.
- III. Securities Law Matters – Continuing Disclosure**
- A. Continuing Disclosure Working Group.** The Treasurer (the “Disclosure Officer”) shall have primary responsibility for preparing the annual financial information and operating data (an “Annual Filing”) to be filed with the Municipal Securities Rulemaking Board (“MSRB”) via its Electronic Municipal Market Access (“EMMA”) system pursuant to operative continuing disclosure undertakings (the “Continuing Disclosure Undertakings”) entered into by the Issuer pursuant to Rule 15c2-12 (the “Rule”) promulgated under the Securities Exchange Act of 1934, as amended. Such Disclosure Officer, together with any Outside Counsel retained by the Issuer, shall constitute the “Continuing Disclosure Working Group.”
- B. Annual Financial Information and Operating Data.**
1. **Assembling Current Information.** The Disclosure Officer or the Continuing Disclosure Working Group shall compile, maintain and update a list of all financial information and operating data required to be filed with the MSRB pursuant to each of the Continuing Disclosure Undertakings, and shall establish a schedule for producing the data (and the Annual Filing document) that will afford sufficient time for final review by the Continuing Disclosure Working Group and approval in accordance with this Policy.
  2. **Review for Process, Accuracy, and Completeness.** The members of the Continuing Disclosure Working Group shall review the Annual Filing drafts to determine whether, based on information known or reported to them, (a) this Policy was followed, (b) the material facts in the Annual Filing appear to be consistent with those facts known to the members of the Continuing Disclosure Working Group, (c) the Annual Filing contains all information required by the Continuing Disclosure Undertakings, and (d) the Annual Filing omits any material fact that is necessary to be included to prevent the Annual Filing from being misleading to investors. The Disclosure Officer or the Continuing Disclosure Working Group shall take such action as may be necessary, based on feedback

from the Continuing Disclosure Working Group, to enable the Continuing Disclosure Working Group to conclude that this Policy was followed and that the Annual Filing is accurate and complete in all material respects.

3. **Final Approval.** The Continuing Disclosure Working Group shall approve the final draft of the Annual Filing.
4. **Posting.** The Disclosure Officer or the Continuing Disclosure Working Group shall file each Annual Filing with the MSRB through EMMA by the deadline established by the Continuing Disclosure Undertakings. The Disclosure Officer or the Continuing Disclosure Working Group shall exercise reasonable care to ensure that each Annual Filing is filed in the format and with the identifying information required by the Continuing Disclosure Undertakings, including applicable CUSIP numbers, in accordance with the rules and requirements of the EMMA system.
5. **Documentation of Procedures.** The Disclosure Officer shall compile and retain a file of the actions taken to prepare, check, and approve the Annual Filing, including the sources of the information included, the comments and actions of the Continuing Disclosure Working Group.

### C. Event Notices

1. **Identification of Reportable Events.** The Disclosure Officer shall maintain a list of events of which the Issuer is required to provide notice to the MSRB pursuant to the Continuing Disclosure Undertakings. The Continuing Disclosure Working Group shall (a) identify the officers and employees of the Issuer who are most likely to first obtain knowledge of the occurrence of such events and (b) request in writing that they notify the Disclosure Officer immediately after learning of any such event, regardless of materiality, and repeat such request in a quarterly reminder.
2. **Identification of Financial Obligations; Materiality**
  - a. The Disclosure Officer shall undertake to identify any financial obligations, as defined in the Rule, to which the Issuer is a party and under the terms of which a default, event of acceleration, termination event, modification of terms, or other similar events could reflect financial difficulties on the part of the Issuer.
  - b. The Disclosure Officer shall prepare a summary sheet with respect to the financial obligations, as defined in the Rule, to which the Issuer is a party in substantially the form attached hereto as Exhibit A for the purpose of evaluating, together with the Continuing Disclosure Working Group, (i) whether the incurrence of any such financial obligation must be disclosed under the terms of any Continuing Disclosure Undertaking, or (ii) whether the agreement or amendment to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation affects the security holders of the Issuer's securities and must be disclosed under the terms of any Continuing Disclosure Undertaking.
  - c. The Continuing Disclosure Working Group shall establish procedures for assessing the materiality of any financial obligation (including the materiality of any agreement or amendment to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation) as well as whether a default, an acceleration or termination event, modification of terms or similar events under a financial obligation reflects financial difficulties.

3. **Preparation of Event Notice.** The Disclosure Officer shall assess the materiality of any reportable event with the assistance of Outside Counsel (reportable under the Continuing Disclosure Undertakings) and, if notice of the event (each an “Event Notice”) must be given (or if no materiality standard applies to that particular event), prepare or cause to be prepared an Event Notice giving notice of the event, and review the draft Event Notice with the Continuing Disclosure Working Group.
4. **Review and Approval of Event Notice.** The Disclosure Officer shall not file an Event Notice until it is approved by the Continuing Disclosure Working Group unless the Event Notice (a) only gives notice of a rating change, bond call, or defeasance or (b) such approval has not been received by the applicable filing deadline under the Rule and the Continuing Disclosure Undertakings.
5. **Posting.** The Disclosure Officer or the Continuing Disclosure Working Group shall file or cause to be filed each Event Notice with the MSRB through EMMA by the deadline established by the Rule and the Continuing Disclosure Undertakings or, if the facts cannot be correctly and fairly described by the deadline, then as soon as possible thereafter. The Disclosure Officer or the Continuing Disclosure Working Group shall exercise reasonable care to file each Event Notice in the format and with the identifying information required by the Continuing Disclosure Undertakings, including CUSIP numbers, in accordance with the rules and requirements of the MSRB’s EMMA system.
6. **Documentation of Procedures.** The Disclosure Officer or the Continuing Disclosure Working Group shall compile and retain a file of the actions taken to report each event and prepare, check, and approve each Event Notice, including the approvals of the Continuing Disclosure Working Group, if obtained.

#### IV. Federal Tax Law Compliance

- A. **Tax Compliance Working Group.** The Treasurer (the “Tax Compliance Officer”) shall have primary responsibility for complying with the requirement of federal tax law with respect the bonds of the Issuer. Such Tax Compliance Officer, together with any Outside Counsel retained by the Issuer shall constitute the Tax Compliance Working Group.
- B. **Procedures.** The Tax Compliance Officer shall implement the following procedures in preparing, checking, or issuing the documentation described herein.
  1. **Proper Use of Proceeds.** The Tax Compliance Officer shall ensure that bond proceeds are allocated to expenditures in a manner that is consistent with the purpose for which each bond issue is undertaken, as set forth in any tax compliance certificate or agreement related to each bond issue. The Tax Compliance Officer shall undertake to make final allocations for federal income tax purposes of the of bond proceeds within 18 months after a financed facility is place in service but in no event later than 60 days following the fifth anniversary of the issuance of each bond issue.
  2. **Investment of Bond Proceeds and Rebate.** The Tax Compliance Officer shall ensure that bond proceeds are invested in investments that are permissible under the terms of the Ohio Revised Code, the bond documents, and any applicable federal tax laws. The Tax Compliance Officer shall determine whether it is appropriate to undertake rebate calculations with respect to the investment of proceeds of the bonds shall ensure the timely completion of arbitrage rebate calculations and filings.



3. **Administration of Direct Pay Bonds.** The Tax Compliance Officer shall ensure the proper administration of each issue of bonds qualifying for the payment by the federal government of a credit equal to a percentage of interest on such bonds or calculated on some other basis, including the timely completion and filing of any forms required by the Internal Revenue Service to maintain or establish the applicable status of the bonds for purposes of federal income taxation.
4. **Use of Bond-Financed Facilities.** The Tax Compliance Officer shall consult with Outside Counsel before entering into any agreement or other arrangement for the sale, lease, or use of bond-financed property, including, but not limited to, service, vendor, and management contracts, research agreements, licenses to use bond-financed property, or naming rights agreements. The Tax Compliance Officer or the designee of the Tax Compliance Officer shall review such agreements for compliance with federal tax laws and complete a Private Business Use Contract Review Worksheet (attached as Exhibit B) to document that such review has been completed.
5. **Post-Issuance Transactions.** The Tax Compliance Officer shall consult with Outside Counsel for the Issuer before making any modifications or amendments to the bond documents for a bond issue, including, but not limited to, entering or modifying investment agreements; making any change in security for the bonds; engaging in post-issuance credit enhancement transactions (*e.g.*, bond insurance, letter of credit) or hedging transactions (*e.g.*, interest rate swap, cap); terminating or appointing successor trustees; releasing any liens; or reissuing the bonds.
6. **Remedial Action.** In the event that it is determined that any use of bond proceeds or bond-financed facilities is inconsistent with the character of the status for federal income tax purposes of the bonds, the Tax Compliance Officer shall consult with Outside Counsel for the purpose of determining the nature and extent of any remedial action necessary or proper for the Issuer to take with respect to such bonds or bond-financed facilities according to Treasury Regulations Section 1.141-12 or other remedial actions authorized by the Commissioner of Internal Revenue under 1.141.12(h).

**C. Recordkeeping.** Responsibility for Records Maintenance

1. The Tax Compliance Officer shall be responsible for maintaining records related to bonds of the Issuer.
2. The Tax Compliance Officer shall maintain a central list of records related to each issue of bonds of the Issuer. The list shall identify:
  - a. The name and date of the document related to the issue,
  - b. The person or office responsible for the document, and
  - c. The physical or electronic location of the document.

**D. Bond Records to be Maintained**

1. The following records shall be maintained for each outstanding bond issue for the term of the outstanding bond issue plus three years:
  - a. Basic records relating to the bond transaction, including the trust indenture, loan, lease, or other financing agreement, the relevant IRS Form 8038 (including Forms 8038-G, 8038-GC, 8038-B, or 8038-TC, as applicable) with proof of filing, and bond counsel opinion shall be maintained by the Tax Compliance Officer;

- b. Documentation evidencing the expenditure of bond proceeds, such as construction or contractor invoices and receipts for equipment and furnishings, as well as records of any special allocation made for tax purposes shall be maintained by the Tax Compliance Officer;
  - c. Documentation evidencing the lease or use of bond-financed property by public and private sources, including, but not limited to, service, vendor, and management contracts, research agreements, licenses to use bond-financed property, or naming rights agreements shall be maintained by the Issuer office executing such agreement for use of bond-financed property; and
  - d. Documentation pertaining to investment of bond proceeds, including the yield calculations for each class of investments, actual investment income received from the investment of proceeds, and rebate calculations shall be maintained by the Tax Compliance Officer's Office.
2. The Tax Compliance Officer shall maintain the Issuer's audited financial statements for not less than seven years.

**V. Training Requirements, Policy Review and Miscellaneous Matters**

- A. Training.** Within six months of becoming the adoption of this Policy, and on an as-needed basis thereafter, the Tax Compliance Officer, the Disclosure Officer and the respective designees of any of them, if any, shall undergo training regarding basic federal securities law and tax concepts relating to bonds and records required to be maintained under this Policy.
- B. Annual Review.** On an annual basis, or sooner if deemed necessary by the Continuing Disclosure Working Group and the Tax Compliance Working Group, shall review this policy and assess the Issuer's compliance with this Policy and shall make changes to this Policy as appropriate to ensure compliance with any covenants in the bond documents or the requirements of federal tax and securities laws and any other applicable law.
- C. Miscellaneous**
  1. Internal Use Only. This Policy is intended for the internal use of the Issuer only and is not intended to establish any duties in favor of or rights of any person other than the Issuer.
  2. Waiver of Procedures. The officers and employees charged by this Policy with performing or refraining from any action may depart from this Policy when they in good faith determine that such departure is in the best interests of the Issuer and consistent with the duties of the Issuer under applicable laws. If a Disclosure Officer or Tax Compliance Officer is charged by this Policy with taking or refraining from such action, any such departure shall require approval review of Outside Counsel.

**MARLINGTON LOCAL SCHOOL DISTRICT**  
**FINANCIAL OBLIGATION SUMMARY SHEET**

This form may be used to gather information necessary to evaluate whether a financial obligation is material and must be disclosed to via the Municipal Securities Rulemaking Board's EMMA system. The information requested should be inserted below. In some cases, it may be appropriate to attach a schedule or copy the applicable section from the relevant documents.

The term *financial obligation* means a:

(A) Debt obligation; (B) Derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) Guarantee of either of the foregoing.

Such term does not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with SEC Rule 15c2-12.

Generally speaking, any obligation that is essentially a vehicle to borrow money (e.g., a lease-purchase agreement) should be considered a *financial obligation*.

<b>1. Loan amount and date incurred</b>	
<b>2. Final maturity date of the loan</b>	
<b>3. Debt service schedule, if including principal amortization, interest rate(s), interest calculations (attach separate sheet if necessary)</b>	
<b>4. Legal security and/ source of payment</b>	
<b>5. Interest rate method of calculation, if variable</b>	
<b>6. Use of loan proceeds</b>	
<b>7. Covenants, events of defaults and remedies</b>	
<b>8. Amortization modification provisions, or information about payment acceleration or other non-standard payment considerations</b>	
<b>9. Any other information that an issuer believes to be important to lenders or investors in the obligations of the Issuer</b>	

**MARLINGTON LOCAL SCHOOL DISTRICT  
PRIVATE BUSINESS USE CONTRACT REVIEW WORKSHEET**

District Department: \_\_\_\_\_

Contracting Parties: \_\_\_\_\_

Type/Title of Agreement: \_\_\_\_\_

**Agreement Not Subject to Private Use Limitation**

- \_\_\_\_\_ Relates solely to construction of bond-financed facility
- \_\_\_\_\_ Relates to property that was not financed with proceeds of a bond issue
- \_\_\_\_\_ Does not relate to use or function of property
- \_\_\_\_\_ Includes incidental services only (janitorial, office equipment repair, or similar services)
- \_\_\_\_\_ Compensation consists solely of reimbursement of actual and direct expenses incurred by the service provider while providing services under the agreement

**Agreement Satisfies Safe Harbors for Management/Service Contracts with Outside Service Providers**

If the arrangement with an outside service provider is not either an “Eligible Expense Reimbursement Arrangement” or an “Other Permissible Arrangement” (both as described below), then Bond Counsel should be consulted.

Eligible Expense Reimbursement Arrangement

- \_\_\_\_\_ To be an Eligible Expense Reimbursement Arrangement, the compensation paid to the outside service provider must consist solely of reasonable overhead and the reimbursement of actual and direct expenses paid by the outside service provider to unrelated parties.

Other Permissible Arrangement

To be an Other Permissible Arrangement, all six of the following elements must be present:

1. Financial Requirements

- \_\_\_\_\_ Compensation payments to the service provider (including any reimbursement for actual and direct expenses paid by the service provider and related administrative overhead expenses) are reasonable compensation for services rendered during the term of the contract; and

\_\_\_\_\_ The outside service provider does not share in the net profits of the managed facility; and

\_\_\_\_\_ The outside service provider is not forced to share net losses from the operation of the managed facility.

2. Term of the Contract

\_\_\_\_\_ The term of the contract is no longer than the lesser of (i) 30 years, or (ii) 80% of the weighted economic life of the managed property, which term is retested as of the date of any material modification of the contract.

3. Control of the Managed Property

\_\_\_\_\_ The approval of the District is required for each of the following:

\_\_\_\_\_ the annual budget of the managed property;

\_\_\_\_\_ capital expenditures with respect to the managed property;

\_\_\_\_\_ any disposition of the managed property or any portion thereof;

\_\_\_\_\_ rates charged for use of managed property (or methodology for setting such rates); and

\_\_\_\_\_ the general nature and type of use of the managed property (for example, the type of services).

4. Risk of Loss

\_\_\_\_\_ The District bears the risk of loss upon damage or destruction of the managed property.

5. Tax Position of Outside Service Provider

\_\_\_\_\_ The outside service provider expressly agrees that it is not entitled to and will not take any tax position that is inconsistent with being an outside service provider to the District with respect to the managed property.

6. Rights of the District

\_\_\_\_\_ The outside service provider does not have any role or relationship with the District that might limit the ability of the District to exercise its rights under the contract.

**Agreement Requires Further Review by Bond Counsel**

- \_\_\_\_\_ Ownership (including agreement that transfers title at end of the term)
- \_\_\_\_\_ Lease, license, or any other agreement which creates exclusive or priority rights to use any portion of a bond-financed property or which creates an economic benefit for the third-party user
- \_\_\_\_\_ Agreement with governmental entity or 501(c)(3) organization
- \_\_\_\_\_ Research agreement
- \_\_\_\_\_ Management or service contract falling outside safe harbors listed above (provide explanation)

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Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

## Marlington Local Schools 2021-2022

August 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
September 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
October 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
November 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
December 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
January 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**August**

30 Convocation

31 Staff PD

**September**

1 Staff PD

2 Staff PD

3 No School

6 No School - Labor Day

7 First Day of School

**October**

11 No School

**November**

5 End of 9 weeks ( 43 days)

15 No School – Staff PD

25-29 No School - Thanksgiving Break

**December**

22-31 No School - Christmas Break

**January**

17 No School - Martin Luther King Day

21 End of 9 weeks ( 42 days)

21 End of semester ( 85 days)

31 No School – Staff PD

**February**

21 No School - Presidents Day

**March**

25 End of 9 weeks ( 43 days)

**April**

4 No School – Staff PD

14-19 No School - Spring Break

**May**

30 No School - Memorial Day

**June**

8 Last Student Day

8 End of 9 weeks (48 days)

8 End of semester (91 days)

9 No School - Teacher Day

Calamity Day Make-Up Schedule:  
1<sup>st</sup> Day – June , 2022 – consecutive weekdays as needed

Teacher Day - No School for Students

First & Last Student Day

No School

Teacher Exchange Day – No School

Student Days 175  
Teacher Days 185

February 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					
March 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
April 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
May 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
June 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30