### MARLINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

November 19, 2020 Meeting

November 19, 2020

Electronic Remote Technology Meeting Regular Meeting Minutes 7:00 P.M.

- I. Call to Order: 7:00 p.m.
  - A. Pledge of Allegiance
  - **B.** Reading of Mission Statement Mrs. Danielle Stevens

In collaboration with staff, community, parents, and students, the Marlington 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

Mrs. Humphries requests the following as additions to the agenda:

- C: Public Speaks
- F: Amendment to McGown and Markling Contract
- G: Marlington in Motion Thoughts.
- **B.** Recommend that the Marlington Local Board of Education adopt the following agenda as is with the addition of a C: Public Speaks in Old Business, F: Amendment to McGown and Markling Contract, and G: Marlington in Motion thoughts in New Business for the November 19, 2020 meeting.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric						Final Resolution:			
Josh Hagan						Resolution No.			
Karen Humphries	X								
Scott Mason		X							
Danielle Stevens									

Dr. Shreffler states that he would like to add the amendment of an announcement at the end of the meeting.

C. Motion to amend the agenda to the corrections and additions to include the Superintendent's announcement.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			х			Final Resolution:	X		
Josh Hagan		X	X			Resolution No.	305-20		
Karen Humphries	X		X						
Scott Mason			X						
Danielle Stevens			X						

**D.** Recommend that the Marlington Local Board of Education adopt the following agenda as is with the addition of a C: Public Speaks in Old Business, F: Amendment to McGown and Markling Contract, and G: Marlington in Motion thoughts in New Business for the November 19, 2020 meeting and the addition of the Superintendent's announcement.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
						Final			
Carolyn Gabric			X			Resolution:	X		
Josh Hagan			X			Resolution No.	306-20		
Karen Humphries	X		X						
Scott Mason		X	X						
Danielle Stevens			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 documentation received.

### V. Special Presentations

### A. Business Advisory Council Update

Dr. Michael Shreffler, Superintendent & Mrs. Carolyn Gabric

Mrs. Gabric stated that a committee meeting was on held Tuesday, October 27 and Jr. Achievement of North Central Ohio announced a virtual fair scheduled for students on March 10, 2021. She added that the career exploration fair gives up to 10,000 students an opportunity to meet with various businesses. Mrs. Gabric stated that presentations by Allen Green and Abbey Huddleston included a virtual tour of Manufacturing products as well as pipeline careers, jobs, and talent. Mrs. Gabric encourages our students to attend the fair.

Dr. Shreffler stated that he joined the Greater Alliance Community Development group and will attend the first meeting next week.

### B. 2020 Capital Conference Recap

Board members shared classes attended during the Capital Conference in November.

### C. Video Recognition of October Students of the Month:

The board congratulates the students for their achievement.

Student Name		Award	Parents Name
Ella Dipold	HS	Elk Student of the Month	Dax & Maria Dipold
Brenden Hamilton	HS	Elk Student of the Month	Curt & Gina Hamilton
Madelyn Bailey	MMS	Student of the Month	Jerrid & Melinda Bailey
Jacob Dine	MMS	Student of the Month	Richard & Karla Dine

Isaac Brusso LEX Kiwanis Student of the Month Marilyn Stanley & Jerry Fox

Michael Long MARL Kiwanis Student of the Month Ryan Long & Kathleen Long

Sam Valverde WASH Kiwanis Student of the Month Ruben Valverde & Amanda Valverde

### VI. Old Business

A. Discussion – Facilities Upgrades
Dr. Michael Shreffler, Superintendent
Mr. Will Lytwyn - Plug Smart

Mr. Lytwyn answers board questions regarding the elementary building upgrades. Mr. Hagan asks about the demolition of a chimney. Mr. Lytwyn states the work is not in their scope of work but will obtain a quote for the board. Mrs. Gabric asks about additional electrical upgrades. Mr. Lytwyn states that an electrician verified additional repairs needed at Washington and costs within the original budget. He adds that service upgrades are not included in the original budget, those costs could be \$12,000 to \$20,000 per building or covered by First Engery. Mr. Lytwyn states that there is a decrease in the quote for asbestos removal. Dr. Shreffler states three choices, which include a lease purchase to repair both elementary buildings during the summer, complete one building with the pipeline funds and then repair the additional elementary a couple of years later, or neither. Dr. Shreffler asks that a decision is needed by the December 3<sup>rd</sup> board meeting.

Mrs. Gabric asks advantages of completing both elementary buildings next summer. Dr. Shreffler states that the advantages of completing both next summer includes an increased cost effectiveness in bulk purchasing, the current low interest rates, and greater peace of mind knowing we are completing both repairs. Mrs. Gabric asks about the savings on maintenance by completing both buildings. Dr. Shreffler states that savings for maintenance has not been calculated. Dr. Shreffler states that previous experience with upgrades to buildings resulted in balanced utility cost. Mr. Hagan states that additional expenses for air conditioning and decreased gas expenses will balance costs. Mr. Hagan states that gas services to buildings should be reviewed and if current costs are associated with the size of the meter. Mr. Lytwyn will research those costs. Mr. Hagan states that we should check on the water meter size as well.

Dr. Shreffler states that we need to gather information regarding the high school and middle school meters.

Mr. Hagan states that he supports the 10-year lease purchase option. Mrs. Stevens agrees and states the importance of all students and staff having elementary buildings with upgrades. Mrs. Gabric asks if additional financial comparisons are available. Dr. Shreffler states that a commitment is needed for the additional financial institution to provide documents and he and the treasurer are working with the financial institution to move the process forward. Mrs. Gabric states that she would like to compare the 7-year option with the 10-year option with no pre-pay penalties. Mrs. Gabric states support for an option to pay the lease amount as soon as possible using all NEXUS funds to avoid accrued interest as well as completing both buildings together as the best option. Mrs. Gabric asks if the decision will be made at the December 3<sup>rd</sup> meeting. Dr. Shreffler states that an earlier date for the decision would be best at the 1<sup>st</sup> board meeting. Mr. Hagan asks that a scenario with payments applied as the NEXUS money as received be presented from the financial institution. Mrs. Gabric states the assumption that all money would not need to be borrowed for Plug Smart at the beginning of the project. Dr. Shreffler states that the financial

institution considers the total funds borrowed at the beginning of the project. Mrs. Gabric asks about immediate payment with the Nexus funds. Dr. Shreffler states that he and Dr. Main need to speak to the bank about double payments and the placement of payments throughout the year. Mrs. Gabric would like to align those payments with arrival of the NEXUS funds. Dr. Main states that other payments from the district are scheduled once or twice a year. Mr. Hagan asks if the interest is accrued daily, monthly, quarterly. Dr. Shreffler states that he believes it is daily but will ask.

### B. New/Revised/Deleted Board Policies

Recommend the motion to approve the second reading and adoption of Board Policy 2431 – Interscholastic Athletics.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
						Final			
Carolyn Gabric			X			<b>Resolution:</b>	X		
Josh Hagan	X		X			Resolution No.	307-20		
Karen Humphries			X						
Scott Mason			X						
Danielle Stevens		X	X						

### C. Public Speaks

Mrs. Stevens states that at the last board meeting Dr. Mason proposed the public speaks topic, Mr. Hagan suggested a resolution for changes, and Dr. Shreffler planned to research possible board actions. Dr. Shreffler states that the board passed a resolution on September 3, 2020 and open to changes. Mrs. Gabric states that the board currently follows a resolution for virtual meetings aligned to current policy. Mr. Hagan states that the suggestion would be a hybrid model of the two. Mrs. Humphries states that videos or virtual waiting rooms for public speaks participants should be considered. Dr. Mason states that any of those suggestions are good. He added the current written procedure for public speaks has not attracted community members. Mrs. Gabric states all documents received are read and a reply sent to the public speaks participant. Mr. Hagan states that building visitors are currently limited. Mrs. Stevens states the need to limit visitors to the buildings due to sanitizing for COVID-19 and a virtual process should be used for public speaks guest.

Mrs. Humphries asks about needed steps for the change in public speaks. Mrs. Gabric states that a new resolution aligned to our current policy is needed for changes. Dr. Shreffler asks if a virtual meeting is available. Mr. Davis, states that our current platform does not include a virtual waiting room and submitting a video would be the preferred method. He adds that a deadline for video submission is needed. Mrs. Gabric asks Dr. Shreffler to work on the resolution. Dr. Shreffler will develop a resolution for board review before the next meeting.

#### VII. New Business

### A. Approval of Updated Athletic Handbook

Recommend the motion to approve the updated Athletic Handbook as presented and marked "Exhibit AAAA".

Dr. Shreffler states that changes and additions to the athletic handbook includes the assignment of a gradepoint average for student athletes. He adds that we rarely have a student with less than a 1.5 grade point average.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
						Final			
Carolyn Gabric			X			Resolution:	X		
Josh Hagan	X		X			Resolution No.	308-20		
Karen Humphries			X						
Scott Mason			X						
Danielle Stevens		X	X						

### B. Revision of School Calendar for 2020-2021.

Recommend the motion to approve the revision of the 2020-2021 School Calendar as presented and marked "Exhibit BBBB".

Dr. Shreffler states that changes in the calendar include November 30 and December 23 as Professional Development days (no school for students) as well as December 1, 21, and 22 as virtual learning days for students.

Mr. Hagan asks about teachers reporting to the school for the virtual learning day and if teachers can bring their children to the buildings. Dr. Shreffler states those topics are being discussed.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
						Final		1	1
Carolyn Gabric	<u> </u>		X	<u> </u>	<u> </u> '	Resolution:	X		<u></u> '
Josh Hagan	X		X		<u> </u> '	Resolution No.	309-20		1
Karen Humphries	<u> </u>	X	X						
Scott Mason			X						
Danielle Stevens			X						

### C. 2021-2022 School Calendar Public Hearing – Dr. Michael R. Shreffler

Dr. Shreffler states that next steps in completion of the 2021-2022 calendar during December and January includes review of the calendar by the board and staff, a public hearing, and final adoption.

### D. Superintendent's Agreement

Recommend the motion to approve a Superintendent's Agreement between the Lake Local School District and Marlington Local School District for two senior students for the remainder of the 2020-2021 school year on a non-tuition basis.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
						Final			
Carolyn Gabric			X			Resolution:	X		
Josh Hagan		X	X			Resolution No.	310-20		
Karen Humphries	X		X						
Scott Mason			X						
Danielle Stevens			X						

### E. Resolution Concerning Anti-Vaping Litigation

Recommend the motion to approve the resolution to approve a contingency fee agreement and authorize litigation as presented and marked "Exhibit CCCC".

Dr. Shreffler states that this is a state/nation-wide litigation.

Recommend the motion to table the motion to approve the resolution to approve a contingency fee agreement and authorize litigation as presented and marked "Exhibit CCCC".

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			X			Final Resolution:	311-20		X
Josh Hagan		X	X			Resolution No.			
Karen Humphries	X		X						
Scott Mason			X						
Danielle Stevens			X						

### F. Recommend a motion to approve the amendment to the McGown and Markling engagement letter.

Mrs. Humphries states that she consulted with the Ohio School Board Association on the proposed change to monthly billing for legal services. Mrs. Gabric asks for the author of the amendment and clarification on review of the billing process for other vendor contract. Mrs. Humphries states that she is the author, all vendor contracts were not reviewed, and the OSBA lawyer advised that

monthly billing from an attorney is a reasonable request. Mr. Hagan asks if a retroactive amendment on a contract is legal. Mrs. Humphries asks the retroactive concern be clarified. Mrs. Stevens states that research on other vendors need to be completed before changes are made. Mr. Hagan asks about the date for the next expected bill. Mrs. Gabric states that Mr. Markling expects to complete billing before the next board meeting.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric				X		Final Resolution:		X	
Josh Hagan				X		Resolution No.	312-20		
Karen Humphries		X	X						
Scott Mason	X		X						
Danielle Stevens				X					

### G. Marlington in Motion

Mrs. Gabric asks Dr. Shreffler to discuss the purpose of Marlington in Motion section. Dr. Shreffler states this section is a time for all members to share thoughts and hopes for positive sharing. Mrs. Humphries appreciates the staff and thanks them for their hard work especially in the current COVID-19 environment. She states a concern for the current financial situation and her plan to focus is finances moving forward. Mrs. Gabric states that Dr. Main is gathering information and Dr. Shreffler and Dr. Main will make financial presentations and recommendations to the board at a future board meeting. Mrs. Gabric states that deficit spending has been occurring for five or six year and the board is up to the task of fixing this situation.

### VIII. Treasurer's Agenda - Dr. Patty Main

A. Financial Discussion – Dr. Patty Main

### B. Minutes

1. Recommend the motion to approve the minutes of the following meetings:

Regular Meeting October 15, 2020 Special/Regular Meeting November 5, 2020

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
						Final			
Carolyn Gabric			X			Resolution:	X		
Josh Hagan	X		X			Resolution No.	313-20		
Karen Humphries			X						
Scott Mason			X						
Danielle Stevens		X	X						

### C. Financial Resolutions

1. Recommend the motion to approve the financial reports and overview of receipts and expenditures for the period ending October 31, 2020 as presented and marked as "Exhibit "DDDD" and "Exhibit "EEEE".

Dr. Main reviews the two documents with the board. She highlights building expenditures and technology expenditures as well as COVID fund expenses. Mrs. Humphries asks for clarification on the cash report. Dr. Main reviews each column.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			X			Final Resolution:	X		
Josh Hagan		X	X			Resolution No.	314-20		
Karen Humphries	X		X						
Scott Mason					X				
Danielle Stevens			X						

**2.** Recommend the motion to approve the revenue revision for November 2020 as presented and marked "EXHIBIT FFFF".

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
						Final			
Carolyn Gabric			X	<u> </u>	<u> </u> '	Resolution:	X		
Josh Hagan	X		X		<u> </u>	Resolution No.	315-20		
Karen Humphries			X						
Scott Mason				X					
Danielle Stevens		X	X						

**3.** Recommend the motion to approve the donations for the month of October, 2020 as follows:

<b>DONOR</b>	RECIPIENT	A	<u>MOUNT</u>
Linda Jordan (Donation to Mi-Care Closet	Marlington Local Schools for Thanksgiving food drive)	\$	25.00
Science Hill Church (Donation to be split between	Marlington Local Schools  High School Gamer's Club and Mi-		580.00 e Closet)

Jimmy, Sandy, Jo & Susie Wittenauer

Marlington Local Schools

\$100.00

(Donation to the John Liber Scholarship)

Board of Education thanks the donors for the generous donations.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
						Final			
Carolyn Gabric			X			Resolution:	X		1
Josh Hagan		X	X			Resolution No.	316-20		
Karen Humphries			X						
Scott Mason			X						
Danielle Stevens	Х		X						

### IX. Personnel – Consent Agenda

### A. Classified Employment

### 1. Classified Retirement

Recommend the motion to approve the retirement of Theresa Rohrer, middle school custodian, effective June 10, 2021.

### 2. Classified Leave of Absence

Recommend the motion to approve a one-year unpaid leave of absence for Melissa Lanham, bus driver and cafeteria worker effective November 2, 2020.

### 3. Classified Substitute List

Recommend the motion to hire the following individuals to be added to the Classified Substitute List for the 2020-2021 school year, pending verification of satisfactory credentials, BCI and FBI checks as required:

Kristin LaTampa

### B. Supplemental Employment for the 2020-2021 School Year

### 1. Supplemental Resignation

a) Recommend the motion to accept the resignation of James Jeffries as the Head Boys Tennis Coach, effective immediately.

b) Recommend the motion to accept the resignation of Michael Risaliti for Spring Strength and Conditioning stipend, effective immediately.

### 2. Supplemental Hires

- a) Recommend the motion to revise the boy's basketball stipend for Clay Libertore to increase his stipend from .66 to a full stipend.
- b) Recommend the motion to hire the following, pending verification of satisfactory credentials, BCI and FBI checks as required and subject to the following: In the event (1) an athletic season is suspended/cancelled, (2) students do not participate in cocurricular/extra-curricular/pupil activity programs, and/or (3) individuals are not specifically assigned, in writing, by the Superintendent to perform supplemental duties under R.C. 3313.53, R.C. 3319.08(A), and applicable laws during the 2020-2021 school year; the Marlington Local School District Board of Education ("Board") hereby suspends any and all such supplemental contracts and directs the Treasurer to not make any payment whatsoever to any individual in connection with such supplemental contracts. Any individual who performs any supplemental duties in violation of this Resolution shall be deemed to have done so as a volunteer only and shall not be paid for any such volunteer services.

<u>Position</u>	<u>Name</u>
Wrestling	M I II
Assistant	Marcus Lambdin
Assistant	Errik Gerback (.5)
Assistant	Michael McIntire (.75)
Basketball (Boys)	
Assistant (MS) Volunteer	Scott Springer

Mrs. Gabric asks if the supplemental positions are additional positions or replacements. Dr. Shreffler states that these are replacements.

<b>BOE Member</b>	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
						Final			
Carolyn Gabric			X			Resolution:	X		
Josh Hagan	X		X			Resolution No.	317-20		
Karen Humphries			X						
Scott Mason			X						
Danielle Stevens		X	X						

### X. Executive Session

Enter into Executive Session in accordance with ORC 121.22 to discuss the appointment, employment, dismissal and compensation of a public employee and to discuss matters required to be kept confidential by federal law or regulations or state statutes.

**In Time:** <u>8:29</u>

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
						Final			
Carolyn Gabric			X			Resolution:	X		
Josh Hagan	X		X			Resolution No.	318-20		
Karen Humphries			X						
Scott Mason			X						
Danielle Stevens		X	X						

Out Time:	9:03	
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### **XI.** Announcements:

Dr. Shreffler announces the closure of Lexington Elementary to students and staff tomorrow, November 20, 2020.

November 25 - 29 No School – Thanksgiving Break

November 30 No School for Students – Staff Professional Development

December 1 Virtual Learning Day

### **XII.** Next Board of Education Meeting:

Regular Meeting December 3, 2020

7:00 P.M.

Electronic Remote Technology Meeting

December 17, 2020

7:00 P.M.

Electronic Remote Technology Meeting

### XIII. Adjournment: 9:06

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			х			Final Resolution:	X		
Josh Hagan		X	X			Resolution No.	319-20		
Karen Humphries			X						
Scott Mason			X						
Danielle Stevens	X		X						

Carolyn Gabric, Board President	
•	
Т	
Treasurer	



# ATHLETICS



### MISSION

In collaboration with staff, community, parents and students, the Marlington Local School District will:

Develop lifelong learners who understand and apply knowledge, and demonstrate excellence in pursuing the highest standards, both personal and academic. To this end, we will consistently engage in the thoughtful assessment of student progress toward meeting high standards with effective intervention to challenge every student.

### VISION

A tradition of excellence, a commitment to the future.

### ATHLETIC DEPARTMENT ADMINISTRATORS

Athletic Administrator, Steve Miller Athletic Assistant, Diane Mitchell

### **BOARD OF EDUCATION**

Carolyn Gabric, President Josh Hagan, Vice President Danielle Stevens Karen Humphries Dr. Scott Mason

### **CENTRAL OFFICE ADMINISTRATION**

Dr. Michael R. Shreffler, Superintendent Carole Sutton, Assistant Superintendent Dr. Patty Main, Treasurer Dan Swisher, Director of Special Services





### **MARLINGTON LOCAL SCHOOLS**

### ATHLETIC POLICY HANDBOOK

### MARLINGTON LOCAL SCHOOLS ATHLETIC ORGANIZATIONAL PLAN

**Marlington Local Board of Education** 

**Superintendent** 

**High School Principal** 

**Athletic Administrator** 

**Faculty Manager** 

**Site Coordinator** 

**Head Coaches** 

**Assistant Coaches** 

MEMBER OF OHIO HIGH SCHOOL ATHLETIC ASSOCIATION

MEMBER OF EASTERN BUCKEYE CONFERENCE



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### SECTION 1.00 — RESPONSIBILITY

#### 1.01 THE SUPERINTENDENT:

The superintendent shall keep the board of education informed of the policies and activities of the athletic department. The superintendent shall recommend for approval to the board of education all members of the coaching staff, the athletic administrator, faculty manager, and site coordinator.

### 1.02 GENERAL DUTIES OF PRINCIPAL:

The principal of the secondary school, in cooperation with the athletic administrator, shall be responsible to the superintendent of schools for the development and control of athletics in his/her school. In addition to exercising general control, the principal of the high school has the following specific duties:

- 1. To determine the eligibility of athletes with recommendation from the athletic administrator.
- 2. To assist in the coordination and coverage of athletic contests when needed.
- 3. To supervise and coordinate activities in relation to pep assemblies and award programs.
- 4. To see that all rules of the OHSAA and the Northeastern Buckeye Conference are strictly upheld.
- 5. Serve as official school designee as required by OHSAA bylaws.

#### 1.03 ATHLETIC COUNCIL:

The program of interscholastic athletics shall be guided by an athletic Council composed of the following members:

- 1. Athletic Administrator (Chairman)
- 2. Principal
- 3. Superintendent
- 4. Board of Education President or his/her designee
- 5. 4 coaches 1 fall, 1 winter, 1 spring, 1 at large to be named by the athletic administrator annually.

Voting on the athletic council shall be as follows:

- 1. One vote per member.
- 2. A majority of votes from the council on a proposal will send the proposal to the superintendent and board of education for their approval.

Athletic council shall meet as needed with dates and times to be designated by the athletic administrator.

The function of the athletic council shall be to encourage harmony in the planning and cooperation in the work of the athletic staff. They shall coordinate all efforts and activities toward the common goal of a complete program for the athletes of the Marlington Local School District. To accomplish this goal the council shall recommend policy to the board of education.



Duties of the athletic council shall include, but are not limited to, the following:

- 1. Monitor the interscholastic athletic program and abide by the rules and regulations established by the Marlington Local Board of Education, the Ohio High School Athletic Association, and the Northeastern Buckeye Conference.
- 2. Recommend procedures and policies for the operation of the athletic program in the high school and middle school.
- 3. To establish the athletic program as an integral part of the total educational program of Marlington Local Schools.

### SECTION 2.00 — COACHING REQUIREMENTS

#### 2.01 STATE MANDATED CERTIFICATION:

- 1. The State Department of Education requires that each coach earn a Pupil Activity Permit. This includes all board-approved coaches, including volunteers.
- 2. To coach you must update the sports medicine coursework upon expiration and keep the CPR certification up to date.
- 3. NFHS Coaches Education "Fundamentals of Coaching" certification a one time class.
- 4. Complete approved concussion course on recognizing the signs and symptoms of concussions and head injuries, in accordance with Pupil Activity Permit.
- 5. Acknowledge "Lindsay's Law" understanding annually.

### 2.02 RULES INTERPRETATION MEETINGS MANDATORY:

Any school sponsoring a sport recognized by the OHSAA in which a state tournament is held, must have the head varsity coach or assistant varsity coach in that sport, or the athletic administrator, attend an OHSAA sponsored State Rules Interpretation meeting in that sport if such a meeting is held in order for teams or individuals from that school to be eligible to enter the OHSAA sponsored tournament.

#### 2.03 PRE-SEASON DUTIES OF HEAD COACH OR ASSISTANT ASSIGNED TO A TEAM:

- 1. Present team members with a written copy of team rules and regulations of the program and go over them with the squad. Have a copy signed by each team member and his/her parent/guardian and keep on file.
- 2. Assure collection/completion of the following before any athlete may participate in the first official practice:
  - A. Current Physical Exam Form
    - Note: Physical Exam Forms are valid for 13 months.
  - B. Completion of all Online Athletic Forms
    - 1. OHSAA Authorization Form
    - 2. Emergency Medical Form
    - 3. Student/Athlete Code of Conduct
    - 4. Pamphlet/Medical Coverage
    - 5. Sportsmanship For Parents Form
    - 6. Media Release Form
    - 7. Lindsay Law Form
    - 8. Concussion Information/Form



#### C. Participation Fee

Note: There is a \$50 participation fee per athlete for each middle and high school sport. Participation fees are due before the first official contest. There is a \$250 family cap per school year for siblings living within the same household.

3. Provide the athletic administrator with a list of all squad members so that an eligibility list may be prepared and student athletes are certified for participation prior to the first contest.

#### 2.04 POST-SEASON DUTIES OF HEAD COACH OR ASSISTANT ASSIGNED TO A TEAM:

(Within two or three weeks after the final game)

- 1. Submit to the athletic administrator a written complete inventory of equipment and supplies.
- 2. Provide a list of athletes owing money for equipment not turned in.
- 3. Submit to the athletic administrator a written request for equipment for next year.
- 4. Assist the athletic administrator in preparing the budget for next year.
- 5. Provide a list of award and letter winners to the athletic administrator. The athletic department secretary will give you blank award sheets and a copy of last years' award sheets to help guide you.
- 6. Submit team statistics and game scores to the athletic administrator. Assistants should make a copy also for the head coach.
- 7. Attend the banquet at the end of the season.

#### 2.05 SCOUTING:

Scouting assignments shall be arranged by the head coach. If at all possible, assignments should be made prior to the start of the season for the convenience of those involved. Scouting is a part of every coach's job description and every coach shall be expected to scout when asked by the head coach.

### SECTION 3.00 — SUGGESTED COACHING GUIDELINES

#### 3.01 GENERAL COACHING GUIDELINES:

- 1. A coach should always try to be the first person in the gym or on the practice field and the last person to leave.
- 2. Dress and look the part of a coach for practice sessions.
- 3. A good coach will strive to be fair and consistent. These are two things players respect in a coach.
- 4. Must be willing to cooperate with each other and the administration.
- 5. All coaches should stress discipline in all phases of their sport.
- 6. Be prepared when you report to practice have a written practice plan.
- 7. All coaches should see as many games in your sport program as possible. Show all athletes that you are interested.



- 8. Show loyalty to the Marlington Athletic Program, its players and its coaches. Take every opportunity to point out the positive things.
- 9. Coaches should have a proper blend of praise and criticism in dealing with their players.
- 10. No athlete should be dismissed from the squad without the approval of the varsity head coach in that sport and then, only after following due process.
- 11. Young athletes are easily influenced; if they are not shown enthusiasm by the coaches, they will not be enthusiastic.
- 12. Game and season statistics must be kept for each sport and turned in at season end review.

#### 3.02 PUBLICITY:

It is the responsibility of each coach to contact the newspapers and radio stations with the results of their contests. He/she may designate someone to call in the report. Usually the home team is responsible for reporting. The coach should also make sure results of their contests are announced over the P.A. to the students. Announcements should be emailed to s\_miller@marlingtonlocal.org, d\_mitchell@marlingtonlocal.org, s\_tortola@marlingtonlocal.org and r\_wutrick@marlingtonlocal.org

### SECTION 4.00 — REQUIRED FORMS FOR COACHES

#### 4.01 EMERGENCY MEDICAL FORMS

- 1. Each coach responsible for a team must have each participant complete an online emergency medical form prior to participation. These forms should be signed electronically by the parent/guardian and filed with the coach where he has immediate access in case of injury.
- 2. These forms must be taken to all away games and scrimmages. No athlete, manager, statistician or cheerleader should be permitted to practice, play in a game or scrimmage or travel with the team without the medical form completed and on file with the coach.

### 4.02 PHYSICAL EXAMS:

- 1. OHSAA requires a physical exam each year of high school competition. Physicals are valid for 13 months.
- 2. No athlete will be permitted to begin practice or competition without a physical exam form signed by the parent/guardian and placed on file by the head coach. It is the coach's responsibility to make sure each athlete has a physical exam form on file.
- 3. Physical exam paperwork and medical consent forms; and athletic participation forms should be kept on file in the athletic administrator's office.
- 4. Expense of the physical examination is the responsibility of the parent/guardian.



#### 4.03 INSURANCE AND WAIVERS:

1. Insurance for athletes is available for parents/guardian to purchase. The athlete must either purchase the school insurance or be insured by the parent's/guardian's insurance to participate in athletics. These waivers are included in the pre-participation forms and must be filled out with all other information for student-athletes to be eligible to compete.

### 4.04 TEAM ROSTERS:

It is the responsibility of the head coach to give the athletic administrator, no later than two weeks prior to the first game, a roster of all the members of his/her team. The roster should include all information that the coach wishes listed in the game program -- if there is a game program for that sport. This information should include name, height, grade level, and jersey numbers. The names will be used in determining eligibility lists.

If a player is added to the team during the season the head coach must notify the athletic administrator so that an eligibility form can be established.

#### 4.05 TRANSFERS/NEW PLAYERS:

Coaches must notify the athletic administrator of any transfers or participants that did not attend the Marlington Local Schools the past school year prior to participation. Eligibility needs to be determined before student-athlete participates. All OHSAA eligibility rules apply.

#### 4.06 EQUIPMENT:

Players are responsible for all equipment issued. Each coach will make an inventory and mark all equipment issued at the beginning of the season, will collect same equipment after the season, and be responsible for billing any athlete for missing items.

### SECTION 5.00 — ELIGIBILITY

### 5.01 ACADEMIC REQUIREMENTS:

Eligibility - In order to be eligible to participate in any interscholastic extracurricular activities, students in grades 7-12 must receive a passing grade in a minimum of five (5) one credit courses, or the equivalent, which counts toward graduation (BY LAW 4-4-1 of OHSAA Handbook). In addition, a student must achieve a grade point average of at least 1.5 during the previous nine weeks. If a student has below a 1.5 in the previous 9 weeks of the season and has passed a minimum of five (5) one credit courses, or the equivalent, the student-athlete will be given a specific academic coaching plan that must be followed in order to participate in games as determined by administration.

The eligibility or ineligibility of a student continues until the start of the fifth school day of the next grading period, at which time the grades from the immediately preceding grading period become effective.

EXCEPTION 1: Eligibility or ineligibility for the first grading period commences with the start of the fall sports season.

EXCEPTION 2: A student coming off the "ineligible status" may become eligible 24 hours after the mandatory grade reporting date (a date established by board policy which cannot be the same day as the end of the grading period) established by the board of education or other similar governing body for that school's district, provided said grade reporting date is applicable to all students in that district. (BY-LAW 4-4-3 of OHSAA Handbook)



A student enrolled in the first grading period after advancement from the eighth grade must have passed a minimum of five of all subjects carried the preceding grading period in which the student was enrolled. (BY-LAW 4-4-4 of OHSAA Handbook)

A student enrolling in the seventh grade for the first time will be eligible for the first grading period regardless of previous academic achievement. Thereafter, in order to be eligible, a student in grade 7 or 8 must be currently enrolled and must have been enrolled in school the immediately preceding grading period and received passing grades during that grading period in a minimum of five of those subjects in which the student received grades. (BY-LAW 4 4-5 of OHSAA Handbook)

Summer school and other educational options may not be used to substitute for failure to meet the academic standards specified in Bylaw 4 during the last grading period of the school year. (BY-LAW 4-4-7 of OHSAA Handbook).

#### 5.02 **INELIGIBLE ATHLETE:**

If an athlete is not eligible for a sport season on the basis of his/her prior nine week's scholastic work, he/she may not play, dress, or participate in games, previews, or scrimmages in any way during the entire period of ineligibility except for normal daily practice. The head coach may or may not permit the ineligible athlete to practice.

#### 5.03 GENERAL ELIGIBILITY:

See Athletic Administrator for any questions regarding eligibility issues for OHSAA.

### SECTION 6.00 — INJURY PROCEDURE

### 6.01 ATHLETIC INJURY POLICY:

- 1. Emergency First Aid The trainer and/or coach will administer emergency first aid as needed by the athlete.
- 2. In the event the injury is of a more serious nature or the injured athlete must be transported to a hospital, every attempt should be made to contact the parent/guardian listed on the emergency medical form and inform them of the situation.
- 3. The hospital listed on the emergency medical form is the hospital to which the injured athlete should be transported in the event the parent/guardian cannot be contacted.
- 4. Contact the emergency ambulance service for transporting the athlete.
- 5. Notify the athletic administrator and/or the principal and the athletic trainer of the action taken that evening or immediately the next morning.
- 6. Documentation -- as soon as possible a school injury report form should be completed and placed on file in the athletic trainer's office. This is required for all injuries where medical attention is needed.
- 7. All head coaches must review the action plan for handling injuries/emergencies in their sport. It shall be shared with all levels of their supervised sport.



### SECTION 7.00 — ATHLETIC CODE OF CONDUCT

### 7.01 REASONABLE CONDUCT ATHLETIC PARTICIPATION

Student participation in athletics is a privilege, not a right. Students that wish to participate in an athletic program must be willing to accept the guidelines, rules, and responsibilities set forth by the school and the coach of that sport. Athletes can be suspended or removed from teams/squads for general misconduct, which includes but is not limited to insubordination, repeated absenteeism, fighting, sexual misconduct, negative/apathetic attitude, unsportsmanlike conduct, inappropriate language or gestures, destruction of school property, police arrests and any inappropriate behavior in public domain, etc. Also recognizing the varying degrees of severity, types of misconduct and an athlete's previous record of conduct, each situation will be considered individually. This policy is in effect 365 days, 24 hours per day

Student athletes must be aware that all school, team, and OHSAA conduct policies are in effect at games, practices, and on any school transportation for athletic participation. The conduct code applies to game officials, auxiliary personnel, security, maintenance, game workers, etc., as well as coaches and administration.

#### 7.02 DENIAL OF PARTICIPATION/CODE OF CONDUCT VIOLATIONS:

The board of education believes that participation in extra-curricular activities, events, teams and programs, is a privilege.

The following procedures are hereby established to govern the same in the Marlington Local School District:

1. Actions and decisions shall be determined as to appropriateness in accordance with adopted rules and regulations and procedures relative to the activity as well as within the sound discretion of the staff persons and/or administrators supervising the program.

In situations where actions involve both curricular and extra curricular activity, judgments would be separated as to domain where possible, but with the understanding that the building administrator shall make appropriate rulings as to domain when a conflict exists. Denial of participation may be for part or all of the remainder of the activity(s) for the current school year.

(In accordance with Board Policy: 5610.05)

#### 7.03 QUITTING A TEAM:

Any athlete who decides to quit a team must notify the head coach and return all equipment issued to him/her. Any athlete who quits a team is not permitted to begin practicing or playing with another Marlington team or off-season conditioning program during that sport season unless mutually agreed to by both coaches involved and the athletic administrator.

### 7.04 STUDENT ACTIVITY DRUG, (INCLUDING STEROIDS) ALCOHOL, TOBACCO USE/POSSESSION/DISTRIBUTION POLICY:

Since the board of education, administration, activity advisors, coaches and activity directors believe that athletics and extra-curricular activities are a privilege for each participating individual, it is important that students, parents, and interested persons be aware of the necessary rules and regulations. These activities involve an extra dimension of voluntary participation and thus necessitate additional guidelines. Everyone should realize that the participant represents the Marlington Local School District in a very visible arena.

Each sponsor or coach must meet at the beginning of their activity year or season with both the parents and participants so that the rules and regulations, and procedures of discipline are discussed and understood. These



rules and regulations are to be signed by the participant and parents and submitted to the responsible advisor or coach before the student may participate in any extra-curricular activity. *The following policy is effect 365 days per year 24/7.* 

Athletes shall not possess, use, or distribute any controlled or counterfeit substance including but not limited to narcotics, hallucinogens, alcohol, tobacco, steroids, marijuana, and/or any paraphernalia including but not limited to electronic cigarettes and/or any vapor device related to any of these substances.

#### A. First Offense:

An athlete found in violation of this policy will be denied participation for 20% of the remaining scheduled contests (season or tournament) based on the number of regular season scheduled contests in that particular sport of primary rostered team. If the suspension does not cover the remainder of that sport season, said suspension will carry over into the next sport the athlete participates in. Athlete will enter "Substance Violation Measures" noted below, with the exception of a first-time tobacco violation.

### **B. Second Offense:**

An athlete found in violation of this policy a second time will be denied participation in 50% of the scheduled contests of that sport (regular season and tournament) and will also be required to attend an intervention program in addition to the suspension to regain eligibility. Non-attendance of the intervention program will require a meeting with the athletic administrator and building principal before participating in athletic contests. A second violation will carry over to the next sport in which the athlete is participating, if suspension does not cover the remainder of said sport season. Athlete will enter "Substance Violation Measures" noted below.

#### C. Third Offense:

An athlete found in violation of this policy for a third time in the same school year will be excluded from athletic participation one full year from the date of the third infraction. After the penalties for the third offense have been satisfied, any future offenses will then revert back to the first offense and progress from that point. Athlete will enter "Substance Violation Measures" noted below.

Note: Any athlete denied participation must finish said sport season in which they are serving suspension in order to meet suspension requirements. In suspension calculations mathematical rounding rules apply. (i.e.: .5 and above rounds to the next whole number, less than .5 rounds down to the previous whole number.)

#### **Substance Violation Measures**

Athletes who are suspended for Athletic Policy 7.04 will be required to schedule an assessment at CommQuest in Alliance or another approved court ordered drug/alcohol center at the parent's expense. This assessment will require a drug test and determination if an underlying issue exists. CommQuest will make recommendations, if needed, for further counseling. CommQuest will provide the Athletic Director with a signed release of satisfaction of completion of the assessment and its requirements for return to play.

The results of the assessment and/or drug test will not diminish or extend the suspension length. Should the assessment require further counseling, the athlete may return to play after original suspension as long as the athlete adheres to the requirements set by CommQuest.

### 7.05 SOCIAL MEDIA POLICY:

Student-athletes and staff members are asked to use discretion when participating in social networking avenues. For good or for bad, you are always "on the clock" when it comes to representing Marlington and your programs.

Student-athletes are representatives of Marlington and are in the public eye more so than other students. Assume anything you post on your personal account could be read by Marlington's staff, teammates, classmates, opposing teams, alumni, parents or other family members, media members, a current employer, future employers or coaches.



#### What is social media?

- Social media connects people in various corners of the world, helping to build relationships through social interaction using highly accessible communication techniques
- Examples include Twitter, Facebook, YouTube, Vimeo, Instagram, Tumblr, LinkedIn, MySpace, Flickr, Foursquare and blogs

### Best practices

- Remember that the Internet is permanent
- Avoid posting offensive or inappropriate language, pictures, videos or comments
- · Ensure content posted on these sites does not depict inappropriate or illegal activities
- Don't post anything you wouldn't say in a public forum when representing Marlington, or anything you wouldn't say to the media
- Be in the right state of mind when you make a post don't post when you're angry, upset, or your judgment is impaired in any way
- Check your privacy settings. It is recommended that the strongest security settings be used for Facebook, and that student-athletes have "protected tweets" on Twitter, wherein only approved followers will be able to view tweets
- Never post your home address, local address, phone number(s), birth date or other personal information. You
  could be a target of predators. For additional safety measures, it is recommended that student-athletes do not
  include their location in Facebook posts and tweets
- Understand that anything posted online is available to anyone in the world any content placed online
  becomes the property of the site(s) and is completely out of your control the moment it is placed online, even if
  you limit access to your page
- Ensure any information placed on the website(s) does not violate our athletic department or student codes of conduct
- Do not comment on athlete injuries, rosters, playbooks, game plans, officiating or any other team information that should be kept confidential

### Student-athletes could face discipline and even dismissal from the team for violations of this social media policy.

#### 7.06 ABSENCE OF ATHLETE FROM SCHOOL:

- 1. To participate in games or practice, an athlete must be in school for at least one half of the scheduled school day, (3 1/2 hours) that school day. A certified note from a medical professional will release an athlete for competition if they miss more than one half (1/2) day. The building principal must make any other approvals.
- 2. In the event of a Saturday contest and the athlete is absent all day Friday, athletes are permitted to participate unless the coach deems athlete is at risk physically or is being disciplined for some other reason.
- 3. Athletes who are under suspension or expulsion from school may not participate for the duration of the suspension or expulsion. This applies to practices, games, or any other team activity.

### 7.07 EARLY DISMISSAL OF ATHLETES:

Our basic athletic department philosophy is that we should attempt to minimize the frequency which missing of school is needed. However, on special situations and circumstances, the need may be there, so please use the following format to fulfill this need.

1. No contracts for contests will be scheduled unless this is anticipated and approved by the principal and athletic administrator in advance. (This will avoid any last minute situations).



2. If unexpected or situational circumstances arise during the season, this should be brought to the athletic administrator's attention immediately, before any agreement or arrangements are made. The athletic administrator will make the final decision on any schedule changes.

#### 7.08 PROCEDURE FORMAT FOR EARLY DISMISSAL OF ATHLETES OR TEAMS:

- 1. Obtain approval from athletic administrator.
- 2. Athletic administrator will contact principal and the transportation coordinator (if needed).
- 3. List of athletes and times needed excused should be turned into the athletic office by the coach a minimum of 24 hours in advance.

### SECTION 8.00 — TRANSPORTATION OF ATHLETES

#### 8.01 BUS AND VAN REQUESTS:

It is the responsibility of the coach to notify the athletic administrator of the date, destination, and departure time if a bus or van is needed for a trip. Transportation request forms can be obtained from the athletic office and must be turned in to the athletic office at least a minimum of a month before the trip so the bus drivers can pick trips ahead of time. Trips that need to be scheduled on short notice should be requested at least five days prior to the trip if possible as per OAPSE contract. Capacity of the van is limited to seven (7) athletes plus the driver for a total of eight (8) people. If more than eight (8) participants are involved, then a bus must be requested. You must have a van endorsement to drive the school vans.

#### 8.02 BUS TRIPS:

- 1. Coaches should check the departure times on the bus schedule that is provided, and make adjustments several days in advance if necessary.
- 2. Participants are to travel in the provided school transportation to all athletic contests and scrimmages. Exceptions are to be approved by the principal or athletic administrator in advance. A written request must be made by the parent/guardian in advance if unusual circumstances exist.
- 3. An athlete is not permitted to go home from a contest with anyone else except a parent/guardian. An exception may be made if written permission is given to the coach by the parent/guardian in advance.
- 4. No one other than players, coaches, managers, trainers, statisticians, cheerleaders, and other team personnel may ride the bus to games and scrimmages.
- 5. A coach has the responsibility of accompanying the team on the bus.
- 6. Proper bus conduct is expected at all times. The coach is responsible for bus conduct of his/her team at all times. The athletes will follow school district rules regarding bus riding.



# SECTION 9.00 — CLINICS AND PROFESSIONAL MEETINGS

#### 9.01 ATHLETIC CLINIC POLICY:

It is the practice of the Marlington Athletic Department to encourage coaches to attend sports clinics, which will help them to become better prepared to coach, and thereby make a greater over-all contribution to the athletic program.

- 1. All requests to attend clinics must first be cleared with the athletic administrator. If it is scheduled on a day school is in session it must also be approved by the principal and superintendent.
- 2. All information received at the clinic should be shared with other coaches of that particular sport.
- 3. Marlington Local Schools will pay for clinic registration, preferably pre-registration. Hotel accommodations must also be pre-paid and payment will depend upon school finances and could change from year to year. Meals and other expenses will be paid from fundraiser accounts, booster clubs, or personal payment.
- 4. Each coach regardless of the number of sports coached is limited to two professional days per school year.

### SECTION 10.00 — BUDGET/FINANCES/ PURCHASING POLICY

### 10.01 ATHLETIC PURCHASING POLICY:

Recommendations for the purchase of athletic equipment are to be made by the head coach of each sport. These recommendations shall be for the entire program. (Grades 7-12)

Every effort will be made to fulfill the requests.

- 1. Requisitioning procedures: The head coach and athletic administrator will work together on ordering and the athletic administrator must approve all purchase orders.
- 2. All major purchases of athletic equipment must be submitted to competitive bidding.
- 3. After all equipment needs are known and purchase has been authorized it is the responsibility of the athletic administrator to place the order.
- 4. Emergency orders for safety equipment will be handled with dispatch. Verbal contact between the athletic administrator and coach may be used to facilitate the purchase. Follow through with the requisition procedure must occur.
- 5. End of season cleaning and reconditioning will be guided by the athletic administrator and the head coach.



#### 10.02 PURCHASE OF EQUIPMENT:

- 1. All purchases or contract services must be within the approved budget for that activity.
- 2. Purchase orders will be filled out by the athletic department with the information given to them from the coach.
- 3. The athletic department secretary will electronically send the requisitions to the athletic administrator who will be responsible for approving them and sending them electronically to the administration office for a purchase order number.
- 4. Any item purchased in which the above procedure is not followed will be the financial responsibility of the person making the purchase.

#### 10.03 DISPOSITION OF EQUIPMENT:

No athletic equipment, supplies, etc. shall be sold, given away or otherwise disposed of by any coach or his representatives without the signed approval by the athletic administrator, principal and the treasurer of a written request which indicates the type, quality, and amount of equipment to be so disposed of and to whom it is to be given.

Before any material is disposed of, it would be offered to the physical education department for consideration. Similarly, no athletic equipment or material should be given away, sold or otherwise disposed of by any physical education instructor without similar approval by the athletic administrator, principal and treasurer of a written request.

Money collected from any approved sale of equipment is to be turned in to the athletic administrator for deposit in the athletic account.

#### 10.04 FUND RAISING ACTIVITIES:

Any fund raising activity by a sports team or teams where students are involved in selling/collecting money must be approved in advance (a minimum of two weeks) by the principal, athletic administrator and by the superintendent.

### 10.05 BOOSTER CLUBS:

The Marlington Athletic Booster Club and the Marlington Soccer Boosters meet monthly, specific meeting dates and times can be found on the school web calendar. All coaches are encouraged to attend as many meetings as possible. Any financial request a coach has of the booster club should be cleared and approved by the athletic administrator and/or principal and then will be submitted to the appropriate booster club board for approval.

Coaches are asked to cooperate with booster clubs fund raising projects. Good public relations are established by helping the booster clubs with their various projects throughout the year.

### SECTION 11.00 — ATHLETIC AWARD POLICY

### 11.01 MARLINGTON MIDDLE SCHOOL AWARDS:

- 1. 7th and 8th grade athletics all sports and cheerleaders.
- A. All participants of each team will receive the certificate of participation designating the sport in which the

### **ATHLETICS**



athlete participated.

- B. This includes managers, scorekeepers, etc. with proper designation.
- 2. Qualification for award:
- A. Be a member of his or her team in good standing throughout the playing season.
- B. Be a contributing factor to the welfare of his team, his school, and his coach.

#### 11.02 **NINTH GRADE AWARDS:**

- 1. Be a member of his or her team in good standing throughout the playing season.
- 2. Has been a contributing factor to the good and welfare of his team, his school, and his coach.

#### 11.03 **HIGH SCHOOL AWARDS:**

1. Awards for players (boys and girls), managers and cheerleaders:

**VARSITY RESERVE** 

Certificate of Participation 1st Year - Letter (M) Chenille

and numerals

2nd Year - Silver Foil Certificate Marlington Scholar Award

(3.4 GPA or higher during season) (Framed)

3rd Year - Gold Foil Certificate (Framed)

4th Year - Plaque

Tri-sport - Varsity Letter in 3 separate sports in one school year.

2. Qualifications for receiving an athletic award:

A. In order to receive an award a student athlete must have been a contributing factor to the good and welfare of his team, his school, and his coach.

B. Participation requirements for a varsity letter. Any participation in a quarter constitutes one full quarter towards letter requirement. The same applies to participation in a contest.

Football 50% of the total quarters

Basketball 50% of the total quarters

Volleyball 50% of the contests

Golf 40% of the contests

**Tennis** 40% of the contests

Cross Country 40% of the contests



Wrestling 40% of the contests

Track Score in 1/2 the meets or total of 15 points.

Baseball 50% of the contest (the coach will decide in the case of pitchers)

Softball 50% of the contests (the coach will decide in the case of pitchers)

Soccer 50% of the total halves

Cheer 50% of contests

Competition Cheer 100% of competitions

Swimming Score in 1/2 of the meets

Bowling 50% of the contests

Athletic Trainer Complete the season requirements set by Athletic Trainer

C. A varsity award will be made to seniors who do not have the necessary amount of playing time, but have participated in said sport for 3 seasons.

D. The head coach can recommend an athlete for an award, even though he doesn't meet the participation requirement, if he feels there are extenuating circumstances (injuries, pitcher, etc.)

E. All athletes who remain on the squad for the entire season but don't qualify for a varsity award will receive a reserve certificate.

#### 11.04 SCHOOL PICTURE PLAQUE AWARDS:

- 1. Football (3)
- 2. Basketball (4) (2 Boys, 2 Girls)
- 3. Volleyball (3)
- 4. Wrestling (3)
- 5. Soccer (4) (2 Boys, 2 Girls)
- 6. Baseball (3)
- 7. Softball (3)
- 8. Track (4) (2 Boys, 2 Girls)
- 9. Golf (4) (2 Boys, 2 Girls)
- 10. Cross Country (4) (2 Boys, 2 Girls)
- 11. Tennis (3)
- 12. Swimming (4) (2 Boys, 2 Girls)
- 13. Bowling (4) (2 Boys, 2 Girls)
- 14. Cheer (4) (2 Cheer, 2 Competition)

### 11.05 SPECIAL YEAR END HIGH SCHOOL AWARDS:

A. The Scholar Athlete Scholar Award



- B. Walter S. Headley Award
- C. Howard Kitzmiller Memorial Athletic Scholarship

#### **MARLINGTON SCHOLAR ATHLETE SCHOLARSHIP AWARD**

- 1. Limited to seniors
- 2. A student must have lettered in at least two different varsity sports and must be carrying a 3.0 or better grade point average.
- 3. The candidate shall be rated by a committee consisting of the principal, guidance counselor, athletic administrator, and the head coach of the sport the student has participated in.
- 4. Evaluation will be based on two scales of 25 points each.
- 1. Academic
- 2. Character
- 5. The winner will be selected by dividing the total number of points possible into the points awarded each student.

### **ACADEMIC RATING SCALE**

AWARDED	GRADE	POINTS
	4.0	25
	3.9	24
	3.8	23
	3.7	22
	3.6	21
	3.5	20
	3.4	19
	3.3	18
	3.2	17
	3.1	16
	3.0	15

### 1. Character:

- 1. Poor
- 2. Below Average
- 3. Average
- 4. Above Average
- 5. Outstanding

### 2. Leadership:

- 1. Poor
- 2. Below Average
- 3. Average
- 4. Above Average
- 5. Outstanding

#### 3. Reliability:

- 1. Poor
- 2. Below Average
- 3. Average



- 4. Above Average
- 5. Outstanding

#### 4. Teamwork:

- 1. Poor
- 2. Below Average
- 3. Average
- 4. Above Average
- 5. Outstanding

#### 5. Coachability:

- 1. Poor
- 2. Below Average
- 3. Average
- 4. Above Average
- 5. Outstanding

The winner will be announced at the year-end awards assembly. The student will receive a trophy or plaque with his name inscribed on it and the name will be placed on the permanent wall plaque that commemorates this award.

#### **WALTER C. HEADLEY AWARD**

Each sport has the opportunity to nominate one member. This member should be endorsed, and presented by the head coach of that sport. Naturally the most valuable player award winners probably should merit a priority since they reflect the approval of their teammates and the support of their coaching staff. However, this does not have to hold true since the final selection for any representative is left up to the judgment of the head coach of that particular sport.

The following criteria should be strongly considered in placing an athlete up for consideration:

- 1. Attitude towards team.
- 2. Positive character traits.
- 3. Competitive spirit.
- 4. Desire, drive, and determination to excel.
- 5. Willingness to cooperate with teammates and coaching staff.
- 6. The example this person sets for teammates.
- 7. Attitude toward his school and in the classroom.
- 8. Overall school behavior should be above question by teachers and administration.

A special athletic council meeting is called to nominate the candidates for this award to be voted on by the coaches.

Each coach may elaborate on his nomination, if he so wishes, prior to the voting. At the May 16th, 1997 meeting of the athletic council, it was voted on and passed that the procedure for voting on the Walter Headley candidate is as follows: A coach may vote for the athlete that they nominate. Also, each coach present gets one vote regardless of the number of varsity sports they coach. The winner will be announced at the awards assembly. The winner will receive a trophy or plaque with his name inscribed on it and his name will be placed on the permanent plaque, which commemorates this award.

#### HOWARD KITZMILLER MEMORIAL ATHLETIC SCHOLARSHIP

In 1979 the Marlington Athletic Booster Club asked for and received from the board of education permission to establish the Howard Kitzmiller Memorial Athletic Scholarship Fund. The sponsoring group will determine the amount of money. This award will be presented annually at the awards assembly to a senior boy or girl athlete meeting the qualifications.

To be eligible to receive the scholarship, the applicant must be a graduating senior boy or girl who has earned a



varsity letter in two separate sports during his/her senior year. They must submit the name of the institution they are planning to attend and notify the assistant principal in charge of awards of their acceptance by the institution to be able to receive the first half of the scholarship monies. The second half will be sent upon the notification of registration for the second quarter or semester. Advanced training may be at a technical school, four-year institution or in nurses training.

A selection committee consisting of the athletic administrator, the principal in charge of awards and the high school counselors will screen the applicants and make the decision as to the winner of the scholarship.

The following criteria will be used by the committee in the selection process:

- 1. The best athlete
- A. Number of sports participated in.
- B. Number of years of participation in each sport.
- C. Number of letters earned in each sport.
- D. Awards or honors received during their high school athletic career.
- 2. School citizenship
- 3. Grade point average

# SECTION 12.00 — OFF-SEASON CONDITIONING WEIGHT PROGRAM/OPEN GYM

#### 12.01 OFF-SEASON CONDITIONING AND WEIGHT PROGRAM:

Under no circumstances shall a coach, either directly or indirectly, influence an athlete to "concentrate" only on his/her particular sport. Coaches should encourage their athletes to participate in a variety of athletic activities to benefit both the athlete and the total athletic program.

### 12.02 WEIGHT ROOM:

The purpose of the weight room is to develop Marlington athletes. Therefore, it is not open to the general public. Former Marlington athletes, however, may work out with the Marlington athletes with the permission of the coach in charge when the room is open. Any student who follows the workout and safety program set forth by the coach in charge may use the weight room.

Athletes may use the weight room after school only if supervision by a coach is provided. No student or athlete will be in the weight room during the summer except at the supervised times.

#### 12.03 **OPEN GYM**:

The Marlington High School gym and the Moulin Community Center are available for off-season workouts. These workouts must be supervised by the coaching staff. The coach who desires the use of the gym has the responsibility of scheduling the workouts through the athletic administrator, then supervising them.

Priority will be given to those teams that are in season. The supervising coach is responsible for security of the building including lights out and doors locked.

### SECTION 13.00 — MISCELLANEOUS POLICIES AND



### REGULATIONS

### 13.01 COMPLIMENTARY PASS POLICY:

- 1. Current staff members will receive one (1) general admission pass.
- 2. In accordance with the MEA contract, effective January 15, 2011, each bargaining unit member shall receive a Family Athletic Pass, providing admission to all home events for themselves, their spouse or one other adult living in the household, and all of the children K-12 all of whom must reside in the household use Marlington I.D.
- 3. All Eastern Buckeye Conference passes will be issued by the athletic administrator.
- 4. Yout, middle school and freshman teams may be admitted free to one varsity contest per year in the same sport, providing the coach makes the request to the athletic administrator in advance and it is approved. The coach is responsible to provide a list of players in advance to the ticket sellers.
- 5. Board members will be issued a complimentary pass that will admit themselves and one (1) guest.

### 13.02 EXCUSING ATHLETES FROM SCHOOL, CLASS, OR STUDY HALL:

No squad members, including managers, may be excused from school, class, or study hall without the permission of the principal. Squad members may not be excused from study hall unless they are directly supervised by the excusing coach and those students must not be in hallways, the gym, or areas in use by other persons.

#### 13.03 SCHOOL REPRESENTATIVE MUST ACCOMPANY TEAM:

The principal or some faculty member(s) authorized by the principal, in addition to the coaches, shall be present throughout all varsity football and varsity basketball games. In all other sports, the coach or a person authorized by the board of education shall be present throughout the contest. (BY-LAW 3-2-1 of OHSAA Handbook)

#### 13.04 EJECTION OF COACH/PER OHSAA GUIDELINES:

Any coach ejected from an interscholastic contest for unsportsmanlike conduct shall be suspended from coaching in all contests for the *remainder of that day*. In addition, the coach shall be suspended from coaching for all contests at all levels in that sport until two regular season/tournament contests (one in football) are played at the same level as the ejection.

If the ejection occurs in the last contest of the season, the coach shall be ineligible for the same period of time as stated above in the same sport during the following season in the next school year.

A coach who has been suspended from coaching may not attend the contest. A suspended coach shall not travel with the squad to an away contest.

A coach who has been ejected for unsportsmanlike conduct for the second time shall be suspended indefinitely and required to attend a mandatory conference with the commissioner at the OHSAA headquarters. The principal of the school shall be required to attend this conference as well. Any penalty shall be determined in accordance with Bylaw 12.

It is the responsibility of the local school authorities to ensure this regulation is enforced. When a suspended coach is allowed to participate, forfeiture of the contest is mandatory. This regulation shall apply to all regular season and tournament contests and shall in no way limit the discretionary authority of the commissioner as specified in the

### · ATHLETICS



OHSAA tournament regulations. In accordance with Bylaw 8-3-1, the decisions of contest officials are final.

#### 13.05 RELATIONSHIP WITH OFFICIALS:

Any team leaving the contest area before the conclusion of the contest because of dissatisfaction with the officiating will render the school liable to disciplinary action by the OHSAA. (BYLAW 8-3-3 of the OHSAA Handbook)

#### 13.06 POSTPONEMENT OF GAMES:

- 1. All postponements shall be made through the athletic administrator.
- 2. If school is closed (due to inclement weather e.g.) all games with the exception of varsity, and reserve and freshman level will be automatically canceled. Exception: It is an accepted practice among Eastern Buckeye Conference Schools to allow middle school wrestling to compete on days school is cancelled due to inclement weather. Because they compete on the same night as the high school team and travel together. This exception is for matches only. Practices will still be cancelled when school is closed due to inclement weather.
- 3. If Marlington is the home school and school is in session, but the visitors do not have school (due to inclement weather, e.g.) it will be the prerogative of the visitors if they want to play the contest that evening. If they do not wish to play, then the contest will be rescheduled if possible. If Marlington does not have school, it will be the decision of the administration whether or not to play the game.

#### 13.07 INCLEMENT WEATHER SCHOOL CLOSING:

On days when school is closed due to inclement weather, girls and boys varsity and reserve teams are permitted to practice. Attendance is not mandatory. Notification should be made by coach of intent to practice to athletic administrator or principal.

There will be no practices or games for teams below the reserve level.

#### 13.08 SUNDAY PRACTICES:

At the direction of the Superintendent, there are to be no Sunday practices. An exception may be made at tournament time with the approval of the principal and superintendent in advance. These practices will not be mandatory.

#### 13.09 **HAZING**:

Hazing of any type is inconsistent with the educational process and shall be prohibited at all times at Marlington Local Schools. No student shall plan, encourage, or engage in the hazing of any person. No administrator, faculty member, or any other employee of the school shall encourage, condone, tolerate, or permit the hazing of any person. Any employee or student who violates this policy may be subject to disciplinary action and may be liable to civil and criminal penalties in accordance with Ohio law. Marlington Local School Board Policy 5516.

Hazing means doing any act or coercing another, including the victim, to do any act that causes or creates a substantial risk of causing mental or physical harm to any person.

#### 13.10 SAME SEASON MULTIPLE SPORTS PARTICIPATION

#### Purpose

- 1. To enhance the varsity sports program at Marlington High School.
- 2. Permit athletes when possible to enlarge their scope of opportunities.
- 3. Provide a guide for developing a plan for a same season multiple sport athlete.

#### Guidelines

- 1. A contract must be signed by the athletic administrator, coaching staffs, athlete, and parent prior to the first practice.
- 2. One sport is primary and one is secondary.
- 3. Athlete must declare a primary sport.
- 4. The secondary sport may not be a sport that uses a cut policy or that uses practice time to determine playing time.

## · ATHLETICS



\*See table below

- 5. The athlete must attend all practices, games, scrimmages, meetings and responsibilities of the primary sport before taking part in any activities of the secondary sport. Secondary sport participation will only take place when there is no conflict, or by permission of the head coach of the athlete's primary sport.
- 6. The coaches of both sports must agree that they are willing to share the athlete. The coach of the secondary sport is under no obligation to accept the athlete of another primary sport.
- 7. An athlete cannot switch primary sports during the current season without forfeiting the right to participate in both sports, except by mutual consent of both coaches and the athletic administrator.
- 8. An athlete who quits the primary sport forfeits the right to participate in either sport, except by mutual consent of both coaches.
- 9. The athlete must follow the rules of each sport.

Athletic Administrator's Signature \_\_\_\_

- 10. The following sports must your primary sport: Football, Soccer, Cheerleading, Tennis, Volleyball, Basketball, Wrestling, Baseball, and Softball.
- 11. The following can be used as secondary sports: Football (kicker only), Golf, Cross Country, Swimming, Gymnastics, Bowling, and Track.

### MARLINGTON LOCAL SCHOOLS

#### **Same Season Multiple Sports Participation Contract**

The following guidelines have been agreed upon by the \_\_\_\_\_ \_\_\_\_\_ coaching staffs. An athlete who choose to participate in both sports must agree to the following terms: 1. Each athlete that elects to participate in two sports in the same season must declare a primary sport prior to the first official day of practice as set forth by the Ohio High School Athletic Association. 2. The athlete agrees to participate in all primary sport functions (contest, practices, scrimmages, etc.). Secondary sport participation will only take place when there is no conflict, or by permission of the head coach of the athlete's primary sport. 3. All athletes who participate in two sports are expected to follow any rules and regulations established by coaches of each sport. Extent of participation will be based on adherence to these rules, as well as coach's discretion. 4. An athlete who chooses to quit his/her primary sport, forfeits his/her right to participate in either sport. An exception may occur if there is mutual consent of both coaches. 5. An athlete may not switch primary sports during the season, unless there is mutual consent of both coaches. Primary Sport Secondary Sport Athlete's Signature \_\_\_\_\_ Date \_\_ Athlete's Parent Signature Date Primary Coach's Signature \_\_\_ Date \_\_\_ Secondary Coach's Signature \_\_\_ Date

Date

### $\cdots$ athletics



#### 13.11 HALL OF FAME:

#### Hall of Athletic Excellence Induction Procedures

- 1. Anyone can nominate. Must be done formally with the nomination form completed and turned into athletic department by designated date.
- 2. The nomination form will be placed on the school website and also be available through the athletic department office.
- 3. A nomination is not an automatic admission. Committee members still have the ability to not vote for candidates they do not deem worthy of the honor.
- 4. Athletes must have been graduated from Marlington High School for at least 5 years to be eligible for nomination.
- 5. Individuals that are selected will be honored at a game with a reception following. Inductees will be asked to provide a picture with permission to have the picture reproduced which will be placed on the Hall of Athletic Excellence.
- 6. Athletes may only be nominated for OHSAA sanctioned sports.
- 7. Former Coaches and former Athletic Directors may also be nominated.
- 8. Community members are also eligible for nomination such as team doctors, boosters, game personnel, etc.
- Anyone who graduated prior to the year 2000 and has been omitted from the Hall of Athletic Excellence and had met the prior qualifications for induction into the Hall of Athletic Excellence will be inducted once his/her qualifications are verified.
- 10. Nominee must receive at least 2/3s of the votes to be inducted. A maximum of 5 former athletes and 1 service member will be inducted each year.
- 11. Once nominated, the individual will always remain a nominee.

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#### Hall of Athletic Service Excellence Induction Committee Procedures

- 1. The service committee will consist of 6 individuals:
  - a. Superintendent (Chair Person)
  - b. School Board President or School Board Designee
  - c. (2) Current Coaches (Selected by chairperson)
  - d. (2) Retired School District Employees (Selected by chairperson)
- 2. Nominations are due by May 1st of each year.
- 3. During the Month of May the committee will meet to review nominees and vote on induction into the hall of fame.
- 4. The committee will begin the vote proceedings by voting from the list of nominees a maximum of 3 service nominees they feel deserving.
- 5. The chairperson will then tally the votes.
- 6. The committee will then openly discuss the top half of the vote getters.
- 7. After open discussion, the committee will vote again on a maximum of 3 service nominees each ranking them in order 1 through 3. (1 is most deserving)
- 8. In order to be selected the service person will need 2/3's vote.
- 9. If a tie occurs, the ranking system will be used to determine the tiebreaker. (lowest scores inducted)
- 10. During the month of June inductees will be notified of their induction and notified of the date of their induction.
- 11. At this time arrangements will be made with inductee pertaining to the picture to be used on the Hall of Athletic Excellence.

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<b>Marlington Local Schools</b>					
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August					
31	No School Students – Staff				
Septemb	Professional Learning Day				
1 & 2	No School Students – Staff				
	Professional Learning Day				
3	No School Students –				
4	Staff Convocation No School Students—				
•	Teacher Day				
7	No School – Labor Day				
8 Octobor	First Day of School				
October 12	No School Students—Staff				
	Professional Learning Day				
Novemb					
6 25-27	End of 9 weeks (43 days) No School –				
23-27	Thanksgiving Break				
30	No School for Students/Staff PD				
Decemb					
1 21-22	Virtual Learning Day Virtual Learning Days				
23	No School for Students/				
	Staff PD				
24-31	No School –				
January	Christmas Break				
1	No School –				
	Christmas Break				
18	No School –				
22	Martin Luther King Day End of 9 weeks (44 days)				
	End of semester (87 days)				
<u>Februar</u>					
12 15	No School No School - Presidents Day				
March	No School - Tresidents Day				
26	End of 9 weeks (43 days)				
29-31	No School - Spring Break				
<u>April</u> 1-5	No School – Spring Break				
May	100 School Spring Dream				
31	Memorial Day				
June 0	Last Student Day				
9	Last Student Day End of 9 weeks (46 days)				
9	End of semester (89 days)				
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	ys as needed				
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1	Teacher Day - No School for Students				
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Revised 11.19.2020	25	26	27	28					

Revised 11.19.2020

### RESOLUTION TO APPROVE CONTINGENCY FEE AGREEMENT AND AUTHORIZE LITIGATION

**WHEREAS** the vaping epidemic among our Nation's students has increased at an alarming rate.

**WHEREAS**, through their deceptive marketing targeted at students, vaping companies have misled a new generation of students into becoming addicted to nicotine.

**WHEREAS** the nicotine in vaping products is not only extremely addictive but also negatively affects the development of our students.

**WHEREAS** a large burden of this student vaping epidemic has been placed upon our Nation's schools including, but not limited to, the Marlington Local School District.

**WHEREAS**, in 2019, the law firm of Frantz Law Group, APLC filed a mass-action lawsuit against JUUL Labs, Inc. on behalf of a number of California schools in the case captioned *In re: Juul Labs, Inc. Marketing, Sales Practices & Products Liability Litigation*, United States District Court for the Northern District of California Case No. 3:19-md-2913-WHO ("Action").

**WHEREAS**, since 2019, schools throughout the Nation have joined in the Action.

**WHEREAS** the Action seeks to recover damages on behalf of schools to address the health issues caused by the vaping epidemic.

WHEREAS more information about the Action can be found at ohioschoolsagainstjuul.com.

**WHEREAS**, on October 23, 2020, the Honorable Judge William H. Orrick, III ruled that the Action may move forward with a trial date currently set for January 2022.

**WHEREAS** the law firms of McGown & Markling Co., L.P.A. and Frantz Law Group, APLC ("Law Firms") have entered into an exclusive non-reciprocal co-counsel agreement to facilitate Ohio schools joining the Action.

**WHEREAS** the Law Firms have offered to represent the Marlington Local School District in joining the Action pursuant to a contingency fee agreement, a copy of which is attached hereto and incorporated herein.

WHEREAS the contingency free agreement clearly provides that the Marlington Local School District shall not be charged any fees, costs, and/or expenses if there is no recovery on behalf of the Marlington Local School District.

**WHEREAS** a nominal amount of school personnel time is anticipated for the Marlington Local School District to participate in the Action.

**WHEREAS** the Law Firms have provided the Marlington Local School District with a sample complaint to be filed in the appropriate United States District Courts, a copy of which is maintained by the Superintendent and Treasurer.

Resolution to Approve Contingency Fee Agreement and Authorize Litigation

**WHEREAS** the bellwether filing deadline for joining the Action is December 15, 2020.

WHEREAS the notice requirements of R.C. 121.22, and applicable laws were complied with for this meeting.

WHEREAS all formal action concerning and relating to the adoption of the instant resolution were taken in an open meeting and all deliberations that resulted in such formal action were in meetings open to the public in compliance with the law.

NOW THEREFORE BE IT RESOLVED THAT the Marlington Local School District approves and enters into the contingency fee agreement, a copy of which is attached hereto and incorporated herein, with the Law Firms.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the Marlington Local School District directs the Treasurer, Superintendent, and Board President to execute the contingency fee agreement and deliver the same to the Law Firms on behalf of the Marlington Local School District and pursuant to the instant resolution.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the Law Firms are authorized to file the appropriate complaint in the appropriate United States District Courts and to advocate on behalf of the Marlington Local School District.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the instant resolution shall be in full force and effect from and immediately upon its adoption by the Marlington Local School District.

\_\_\_

The resolution was on	, 2020.
Attest:	
Treasurer	President
	<u>CERTIFICATE</u>
<u> </u>	Marlington Local School District hereby certifies that the y of the resolution duly adopted by the Marlington Local D.
	Treasurer



#### ATTORNEY-CLIENT CONTINGENCY FEE AGREEMENT

This Attorney-Client Contingency Fee Agreement ("Agreement") is entered into by and between the Marlington Local School District ("Client") and the law firms of McGown & Markling Co., L.P.A. and Frantz Law Group, APLC (collectively, "Attorneys") and encompasses the following provisions:

1. **CONDITIONS.** This Agreement shall not take effect, and Attorneys shall have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

#### 2. SCOPE AND DUTIES

- A. Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with the JUUL® and Electronic Cigarette (ecigarette) mass action/multidistrict litigation ("Action").
- B. Attorneys shall provide those legal services reasonably required to represent Client in the Action.
- C. Attorneys shall take reasonable steps to keep Client informed of progress in the Action.
- D. Attorney shall take reasonable steps to respond to Client's inquiries.
- E. Client shall be truthful with Attorneys.
- F. Client shall cooperate with Attorneys. For example, while Attorneys have already provided Client with a sample federal complaint, Client shall cooperate in providing Attorneys with all information needed to tailor the complaint to the unique facts of Client on or before November 30, 2020, in order to meet the bellwether filing deadline of December 15, 2020. While attempts shall be made to include Client in the Action after November 30, 2020, no guarantees are made to Client as to whether any post-December 15, 2020 complaints shall be filed by Attorneys in the Action. And, at this time, no initial complaints shall be made by Attorneys after January 31, 2021, as the trial date in the Action is currently set for January 2022.
- G. Client shall keep Attorneys informed of developments.
- H. While Attorneys may assist in negotiating liens, Attorneys shall not litigate liens.

#### 3. LEGAL SERVICES SPECIFICALLY EXCLUDED

- A. Unless otherwise agreed in writing by Client and Attorneys, Attorneys **shall not** provide legal services with respect to defending any legal proceeding or claim against the Client commenced by any person before any federal or state administrative or governmental agency, department, and/or board unless such proceeding and/or claim is filed against Client in the Action. However, with Client's permission, Attorneys may elect at their sole discretion to appear at such administrative proceedings to protect Client's rights.
- B. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client shall be required. For example, Client may separately retain McGown & Markling Co., L.P.A. through the School Law Hotline<sup>SM</sup> Agreement and no work spent on the Action shall be applied to such a separate written agreement.

#### 4. **AUTHORIZED REPRESENTATIVES**

A. **CLIENT REPRESENTATIVES.** Client designates the Superintendent and/or the Superintendent's Designee as the authorized representative(s) to direct Attorneys and to be the primary individual(s) to communicate with Attorneys regarding the Action. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but **shall not** to preclude communication between Attorneys and other representatives of Client.

#### B. ATTORNEYS REPRESENTATIVES

- (1) As there is no reciprocal referral agreement between the law firms of McGown & Markling Co., L.P.A. and Frantz Law Group, APLC; Matthew John Markling, Danielle Schantz, and Benjamin J. Miller of McGown & Markling Co., L.P.A. shall be primarily responsible for work on the Action in the State of Ohio, as well as the United States District Courts for the Northern and Southern Districts of Ohio, either performing the work themselves and/or delegating the work to others as may be appropriate and within the limited of the applicable codes of professional responsibility. Matthew John Markling of McGown & Markling Co., L.P.A. shall also submit a *pro hac vice* application for the United States District Court for the Northern District of California upon transfer of the Action from the United States District Courts for the Northern and Southern Districts of Ohio.
- (2) As there is no reciprocal referral agreement between the law firms of McGown & Markling Co., L.P.A. and Frantz Law Group, APLC; James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group,

APLC shall be primarily responsible for work on the Action in the United States District Court for the Northern District of California and any other non-State of Ohio consolidated venue/jurisdiction, either performing the work themselves and/or delegating the work to others as may be appropriate and within the limited of the applicable codes of professional responsibility.

- (3) McGown & Markling Co., L.P.A. and Frantz Law Group, APLC shall actively participate in the Action.
- (4) McGown & Markling Co., L.P.A. and Frantz Law Group, APLC assume joint responsibility for the representation of Client.
- (5) McGown & Markling Co., L.P.A. and Frantz Law Group, APLC shall both be available for consultation with Client.

#### 5. **FEES**

- A. Twenty Percent (20%) Contingency Fee. For any recovery within three hundred sixty four (364) days of filing the initial complaint, Client shall pay fifteen percent (15%) to the Frantz Law Group, APLC and five percent (5%) to McGown & Markling Co., L.P.A. of any monetary and/or non-monetary settlement and/or recovery that Attorneys obtain for Client in the event of settlement, trial, and/or appeal. If money recovered from Defendants is less than twenty percent (20%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants. Client shall not be charged any fees if there is no recovery. While all litigation and other expenses shall be deducted from the recovery, Client shall not be liable for any costs and/or expenses if there is no recovery. All litigation and other expenses shall be deducted from the recovery. As contingency fee rates are not set by law, the instant contingency fees been negotiated by the Attorneys and Client. And Client agrees that the twenty percent (20%) contingency fee is reasonable and understands that the customary constituency fee in similar cases is forty percent (40%) after all litigation and other expenses are deducted. By executing this Agreement, Client gives written consent that the fees shall be divided and that the division of fees shall be in proportion to the services to be performed by Attorneys and that Attorneys shall assume joint responsibility for the representation of Client.
- B. Twenty-Five Percent (25%) Contingency Fee. For any recovery after three hundred sixty four (364) days of filing the initial complaint, Client shall pay eighteen and three-fourths percent (18.75%) to the Frantz Law Group, APLC and six and one-fourth percent (6.25%) to McGown & Markling Co., L.P.A. of any monetary and/or non-monetary settlement and/or recovery that Attorneys obtain for Client in the event of settlement, trial, and/or appeal. If money recovered from

Defendants is less than twenty-five percent (25%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants. Client shall not be charged any fees if there is no recovery. While all litigation and other costs and expenses shall be deducted from the recovery, Client shall not be liable for any costs and/or expenses if there is no recovery. As contingency fee rates are not set by law, the instant contingency fees been negotiated by the Attorneys and Client. And Client agrees that the twenty-five percent (25%) contingency fee is reasonable and understands that the customary constituency fee in similar cases is forty percent (40%) after all litigation and other expenses are deducted. By executing this Agreement, Client gives written consent that the fees shall be divided and that the division of fees shall be in proportion to the services to be performed by Attorneys and that Attorneys shall assume joint responsibility for the representation of Client.

- C. **Gross Recovery.** All litigation and other expenses shall be deducted after the contingent fee is calculated i.e., the "Gross Recovery."
  - (1) The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Action, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.
  - (2) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of Client; and (3) any Attorneys' fees and costs recovered by Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.
  - (3) Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.
  - (4) Client **shall not** be obligated to pay Attorneys unless Attorneys are successful in collecting a monetary recovery on Client's behalf as a result of the Action.

- (a) If, by judgment, Client is awarded in the form of property and/or services ("In Kind"), the value of such property and services **shall not** be included for purposes of calculating the Gross Recovery.
- (b) If, by judgment, there is **no** money recovery and Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees shall come from a common fund and/or court ordered attorneys' fees.
- (c) Client agrees Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and shall invest resources into prosecuting the Action on behalf of Client and agrees to make a good faith effort to include Attorneys' fees as part of the terms of any settlement and/or resolution of the Action.
- (d) If Client and Attorneys disagree as to the fair market value of any non-monetary property and/or services as described above, Attorneys and Client agree that a binding appraisal shall be conducted to determine this value.
- (5) It is possible that payment to Client by the adverse parties to the Action and/or their insurance carrier(s) and/or any third-party may be deferred, as in the case of an annuity, a structured settlement, and/or periodic payments. In such event, Gross Recovery shall consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the Gross Recovery by the fee percentage. Attorneys' fees shall be paid out of the initial lump-sum payment if there are sufficient funds to satisfy Attorneys' fee. If there are insufficient funds to pay Attorneys' fees in full, from the initial lump sum payment, the balance owed to Attorneys shall be paid from subsequent payments to Client before there is any distribution to Client.
- D. Reasonable Fee If Contingent Fee Is Unenforceable Or If Attorneys Are Discharged Before Any Recovery. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason or Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee shall be determined by a mutually agreed upon fee arbitration program. In any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed twenty-five percent (25%) of the Gross Recovery.

- E. **No General Fund Payments.** Notwithstanding any other provision in this agreement, in no event shall Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client's general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this Agreement.
- F. **Disbursement and Closing Statement:** If Attorneys become entitled to compensation under this Agreement and Attorneys will be disbursing funds, Attorneys shall prepare a closing statement and shall provide Client with that statement at the time of or prior to the receipt of compensation under this Agreement. This closing statement shall specify the manner in which the compensation was determined under this Agreement, any costs and expenses deducted by Attorneys from the judgment and/or settlement involved, and the actual division of Attorneys' fees.
- 6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all costs and expenses, which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance shall be owed in addition to Attorneys' fees and Client shall reimburse those costs/expenses after Attomeys' fees have been deducted. Client shall not be charged any costs and/or expenses if there is no recovery. While all litigation and other costs and expenses shall be deducted from the recovery, Client shall not be liable for any costs and/or expenses if there is no recovery. In the event the recovery is less than incurred costs and expenses, Client shall not be required to reimburse Attorneys for costs and expenses above and beyond the recovery, and fees.
  - A. **SHARED EXPENSES.** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.
  - B. **FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES.** Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other Attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments

paid by Client and others who have filed claims in this litigation, and **shall not** in any way reduce the amount of fees owed under this Agreement.

7. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in the Action, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in the Action in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of Client in any way whatsoever.

#### 8. **DISCHARGE AND WITHDRAWAL**

- A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files, and work product for the Action. This includes any computerized indices, programs, and document retrieval systems created or used for the Action.
- B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, and/or any other fact or circumstance that would render Attorneys continuing representation unlawful and/or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, and/or fails to provide relevant information to Attorneys.
- 9. **ARBITRATION OF DISPUTES.** Attorneys and Client agree that should any dispute arise between them, they must be mediated first, before any claims are filed. Specifically, any and all disputes, controversies or claims arising out of, or related to this Agreement and/or Attorneys' representation of Client, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to a mutually agreed upon fee arbitration program. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client shall pay one-half of the actual cost of the mediation, but each party shall be responsible for their own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, shall not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, shall be submitted to by a mutually agreed upon fee arbitration program. By signing this Agreement, Client and Attorneys agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in Akron, Ohio applying Ohio law. Client is not waiving rights to arbitration before any bar association.
- 10. **AUTHORITY OF ATTORNEYS.** Attorneys may, with prior Client approval, associate co-counsel if Attorneys believe it advisable and/or necessary for the proper handling of

Client's claim, and expressly authorizes Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of attorneys' fees which Client pays **shall not** be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel shall be paid by the Attorneys out of the attorneys' fees Client pays to Attorneys.

- 11. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in Attorneys' statements to Client shall be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises and/or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
- 12. MULTIPLE REPRESENTATIONS. Client understands that Attorneys do or may represent many other individuals/entities with actual and/or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual and/or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys' professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, and/or potential conflicts of interest exist. By signing this Agreement, Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of Client and other multiple claimants and that Client nevertheless wants the Attorneys to represent Client, and that Client consents to Attorneys representation of others in connection with the Action. Attorneys strongly advise Client, however, that Client remains completely free to seek other legal advice at any time even after Client signs this Agreement.
- 13. AGGREGATE SETTLEMENTS. Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties and/or Defendants attempt to settle and/or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity, and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee and/or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which shall assign

various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements which may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client shall still retain the right to approve, and Attorneys are required to obtain Client's approval of, any settlement of Client's case.

- 14. **EFFECTIVE DATE AND TERM.** This Agreement shall take effect upon execution by both Client and Attorneys.
- 15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

### FOR MCGOWN & MARKLING CO., L.P.A.:

/s/ Matthew John Markling
Matthew John Markling

#### FOR FRANTZ LAW GROUP, APLC:

/s/ *William B. Shinoff* William B. Shinoff

#### FOR THE MARLINGTON LOCAL SCHOOL DISTRICT:

President*	
Treasurer/CFO*	
Superintendent/CEO*	
Authorized Pursuant to Resolution No	

<sup>\*</sup> This Agreement has no legal effect absent Board approval.

#### "Exhibit DDDD"

```
-- Options Summary --

Summary or Detail Report? (S,D) S
Output file: FINSUMM.TXT
Type: CSV
Print options page? (Y,N) Y
Generate FINDET report for comparison? (Y,N) Y
Sort options: FD
Subtotal options: FD
Include future encumbrance amounts? (Y,N) N
Include accounts with zero amounts? (Y,N) N
Include accounts which are no longer active? (Y,N,I) Y

BAT_FINSUM executed by MANOS on node SPARC5:: at 11-NOV-2020 15:18:32.21
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1

Date: 11/11/2020 Time: 3:18 pm

Begin Balance	e MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
TOTAL FOR 6,711,384.25	Fund 001 - GENERAL: 1,466,747.08 1	0,032,504.25	2,904,218.07	9,264,047.79	7,479,840.71	2,381,016.26	5,098,824.45
TOTAL FOR 289,977.56	Fund 003 - PERMANEN 28,163.51	T IMPROVEMENT: 311,679.51	3,596.00	16,131.35	585,525.72	12,363.00	573,162.72
TOTAL FOR 3,692.00	Fund 004 - BUILDING 0.00	: 0.00	0.00	0.00	3,692.00	0.00	3,692.00
TOTAL FOR 12,517.65	Fund 006 - FOOD SER 70,029.94	VICE: 145,071.15	89,046.75	300,107.81	142,519.01-	181,160.31	323,679.32-
TOTAL FOR 667,157.10	Fund 007 - SPECIAL 4,162.50	TRUST: 4,162.50	0.00	0.00	671,319.60	13,250.00	658,069.60
TOTAL FOR 3,335.03	Fund 012 - ADULT ED 0.00	UCATION: 0.00	0.00	0.00	3,335.03	0.00	3,335.03
TOTAL FOR 56,246.64	Fund 018 - PUBLIC Se 11,096.33	CHOOL SUPPORT: 19,369.15	7,428.98	19,355.68	56,260.11	32,039.38	24,220.73
TOTAL FOR 11,674.97	Fund 019 - OTHER GR. 0.00	ANT: 15,928.99	10,780.00	10,780.00	16,823.96	6,498.65	10,325.31
TOTAL FOR 9,686.75	Fund 022 - DISTRICT 2,594.53	AGENCY: 2,594.53	660.98	1,743.57	10,537.71	8,483.67	2,054.04
TOTAL FOR 10,000.00	Fund 031 - UNDERGRO 0.00	UND STORAGE TAN 0.00	K FUND 0.00	0.00	10,000.00	0.00	10,000.00
TOTAL FOR 104,828.74	Fund 035 - TERMINAT 0.00	ION BENEFITS - 0.00	HB426: 0.00	42,545.24	62,283.50	0.00	62,283.50
TOTAL FOR 462,010.42	Fund 070 - CAPITAL : 842,004.00	PROJECTS: 842,004.00	395,264.40	892,318.68	411,695.74	180,490.68	231,205.06
TOTAL FOR 68,734.34	Fund 200 - STUDENT 1 1,435.00	MANAGED ACTIVIT 2,399.00	Y: 888.87	1,397.72	69,735.62	22,297.23	47,438.39
TOTAL FOR 118,688.13	Fund 300 - DISTRICT 15,669.54	MANAGED ACTIVI 62,871.04	TTY: 28,335.12	74,817.53	106,741.64	85,675.48	21,066.16
TOTAL FOR 3,724.50	Fund 430 - MOTORCYC 0.00	LE SAFETY & EDU 0.00	C. FUN 0.00	0.00	3,724.50	0.00	3,724.50
TOTAL FOR 0.00	Fund 451 - DATA COM 4,500.00	MUNICATION FUND 4,500.00	0.00	0.00	4,500.00	0.00	4,500.00

2

MARLINGTON LOCAL SCHOOLS Financial Report by Fund

Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
J	and 467 - STUDENT I	-	-	1			
242,257.22	371,164.00	371,164.00	38,411.84	137,872.35	475,548.87	182,406.52	293,142.35
TOTAL FOR Fu	ınd 499 - MISCELLAI	NEOUS STATE GRA	ANT FUN				
113.60	0.00	0.00	0.00	0.00	113.60	0.00	113.60
	and 505 - INSTRUCT		_	100 700 70	10.000.40	0.00	10 000 10
39,004.76-	16,410.61	136,711.00	12,002.48	109,708.72	12,002.48-	0.00	12,002.48-
TOTAL FOR Fu 0.00	and 507 - ELEM/SEC	ONDARY SCH EMER 0.00	R RELIE 47,092.81	394,225.31	394,225.31-	0.00	394,225.31-
	and 510 - CORONAVII		•		,		,
0.00	50,214.17	50,214.17	29,165.21	79,379.38	29,165.21-	174,300.69	203,465.90-
TOTAL FOR FU	ınd 516 - IDEA PAR'	T B GRANTS:					
0.00	36,650.56	36,650.56	36,715.63	73,366.19	36,715.63-	0.00	36,715.63-
	and 572 - TITLE I			164 065 50	25 552 22	5 100 01	40.600.04
30,130.87-	71,500.97	156,845.04	37,553.33	164,267.50	37,553.33-	5,129.01	42,682.34-
TOTAL FOR Fu 3,495.46-	and 590 - IMPROVING 12,279.31	G TEACHER QUALI 25,391.15	TTY: 6,978.94	28,874.63	6,978.94-	0.00	6,978.94-
•	•	,	•	20,071.00	0,2.0.21	0.00	0,2,0,21
1,804.62-	and 599 - MISCELLAI 2,808.42	6,389.17	2,808.42	7,392.97	2,808.42-	0.00	2,808.42-
GRAND TOTALS	3:						
8,701,593.19	3,007,430.47	2,226,449.21	3,650,947.83	11,618,332.42	9,309,709.98	3,285,110.88	6,024,599.10

#### "Exhibit EEEE"

```
-- Options Summary --

Output file: CHEKPY.TXT
Print options page? (Y,N) Y
Sort options: C
Check types to select. (D,I,M,P,R,T,W): W,R
Print vendor from PO or check. (P,C): C
Date Selection From: 10/01/2020
To: 10/31/2020
Summary or Detail report? (S,D) S
Single or Double space summary report? (S,D) S
Include or Exclude the following vendors?(I,E) E
Vendors: 999999
: 1656

BAT_CHEKPY executed by MANOS on node SPARC5:: at 11-NOV-2020 13:42:01.90
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### MARLINGTON LOCAL SCHOOLS

### SORT BY CHECK NUMBER CHECK DATES BETWEEN 10/01/2020 AND 10/31/2020

Page: 1 (CHEKPY)

WARRANT,	REFUND	CHECKS

CHECK	TYPE	DATE	VENDOR	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
135024	W	07/30/2020	STARK COUNTY MENTAL HEALTH AND ADDICTION RECOVERY ALLIANCE CITY SCHOOLS TREASURERS OFFICE APPLE INC BAILEY SEIPLE PRINTING BELSON OUTDOORS BOARDMAN BOOSTERS/CC INVITAT C/O BOARDMAN HIGH SCHOOL BRENDA SCHLONEGER BRICKER & ECKLER LLP BSN SPORTS LLC BURDEN ELECTRIC CO INC CANTON WHOLESALE FLORAL CAROLINA BIOLOGICAL SUPPLY CO CENTURYLINK COMMUNICATIONS LLC BUSINESS SERVICES CURRICULUM ASSOCIATES INC EAGLE CREEK WHOLESALE EAGLE CREEK WHOLESALE LLC ENMOTIVE ENVIRONMENTAL SUPPORT NETWORK INC EWELL EDUCATIONAL SERVICES	157319	VOID: 10/28/	/2020	1,923.75
135287	W	10/08/2020	ALLIANCE CITY SCHOOLS	002671	RECONCILED:10/31	/2020	6,000.00
135399	TAT	10/08/2020	ADDIE INC	155/21	DECONCTIED: 10/21	/2020	11 920 00
125200	V V TAT	10/00/2020	DATIEV CETDIE DEINTENC	122421	DECONCILED: 10/31/	/2020	260.00
125209	V V TAT	10/00/2020	DELCON OUTDOODS	155761	DECONCILED: 10/31/	/2020	426.00
135291	W	10/08/2020	BOARDMAN BOOSTERS/CC INVITAT	005572	RECONCILED:10/31/	/2020	170.00
			C/O BOARDMAN HIGH SCHOOL				
135292	W	10/08/2020	BRENDA SCHLONEGER	100704	RECONCILED: 10/31/	/2020	27.91
135293	W	10/08/2020	BRICKER & ECKLER LLP	139459	RECONCILED:10/31/	/2020	1,066.27
135294	W	10/08/2020	BSN SPORTS LLC	139706	RECONCILED:10/31/	/2020	2,346.00
135295	W	10/08/2020	BURDEN ELECTRIC CO INC	004691	RECONCILED: 10/31/	/2020	416.25
135296	W	10/08/2020	CANTON WHOLESALE FLORAL	002560	RECONCILED: 10/31/	/2020	306.35
135297	W	10/08/2020	CAROLINA BIOLOGICAL SUPPLY CO	000205	RECONCILED:10/31/	/2020	118.17
135298	W	10/08/2020	CENTURYLINK COMMUNICATIONS LLC BUSINESS SERVICES	156419	RECONCILED: 10/31/	/2020	43.16
135299	W	10/08/2020	CURRICULUM ASSOCIATES INC	004384	RECONCILED:10/31/	/2020	69.73
135300	W	10/08/2020	EAGLE CREEK WHOLESALE EAGLE CREEK WHOLESALE LLC	157370	RECONCILED:10/31/	/2020	1,755.60
135301	W	10/08/2020	ENMOTIVE	156896	RECONCILED: 10/31/	/2020	2,386.80
135302	W	10/08/2020	ENVIRONMENTAL SUPPORT	009576	RECONCILED: 10/31/	/2020	6,710.00
135303	W	10/08/2020	EWELL EDUCATIONAL SERVICES	102973	RECONCILED: 10/31/	/2020	460.00
135304	W	10/08/2020	GLENOAK HIGH SCHOOL	004810	VOID: 10/29/	/2020	180.00
135305	W	10/08/2020	GRAPHIC ENTERPRISES INC	000553	RECONCILED: 10/31/	/2020	999.94
135306	W	10/08/2020	HOLLY CABASSA	156443	RECONCILED: 10/31/	/2020	600.00
135307	W	10/08/2020	JASON MCMILLEN	157658	RECONCILED: 10/31/	/2020	240 00
135308	W	10/08/2020	LOWES	100457	RECONCILED:10/31/	/2020	3 287 36
135309	W	10/08/2020	MALLORY CHEVRALIX	157457	RECONCILED: 10/31/	/2020	72 00
135310	W	10/00/2020	MARIINGTON RD OF FDUC	008320	RECONCILED (10/31/	, 2020	125 00
135311	W	10/00/2020	MEGAN CHINTIS	121420	RECONCILED:10/31/	/2020	224 21
135311	W	10/00/2020	MHC HOPTICIII.TIPE DEPT	002596	RECONCILED:10/31/	/2020	64 00
135312	W	10/00/2020	MOLECKY FARMS LLC	102378	RECONCILED:10/31/	/2020	690 00
135314	W	10/00/2020	MA CCO	001804	RECONCILED:10/31/	/2020	326.76
135314	W	10/00/2020	NICK EVANICH	102372	RECONCILED:10/31/	/2020	320.70
135316	W	10/00/2020	MITTOTEN AC COLUTTONS INC	1576/15	RECONCILED:10/31/	/2020	494 50
135317	W	10/00/2020	OUTO FDISON COMPANY	001500	RECONCILED:10/31/	/2020	15 649 90
135317	W	10/00/2020	ODIENTAL TRADING COMPANY INC	001399	RECONCILED:10/31/	/2020	17,040.09
135319	W	10/00/2020	DINE HILL COLE CLUB	121701	RECONCILED: 10/31/	/2020	69 00
135319	W	10/00/2020	PINE HILLS GOLF CLUB	131/94	RECONCILED: 10/31/	/2020	602.62
135321	W	10/08/2020	PLUG SMART	156298	RECONCILED: 10/31/	/2020	303,600.00
125222	7.7	10/00/0000	JULCE TECHNOLOGIES LLC	157006			242 22
135322	W	10/08/2020	KICHARD T GURLEA JR	15/026	DEGOTGET ED : 10 /01	/0000	240.00
135323	W	10/08/2020	ROBERTSON HEATING SUPPLY CO	001706	RECONCILED: 10/31/	/ 2020	46.24
135324	W	10/08/2020	ROCHESTER 100 INC	157643	RECONCILED:10/31/	/2020	185.00
135325	W	10/08/2020	SABLE CREEK GOLF COURSE INC	139543	RECONCILED:10/31/	/2020	35.00
135326	W	10/08/2020	SCHOLASTIC INC	004155	RECONCILED: 10/31	/2020	1,123.46
135327	W	10/08/2020	CENTURYLINK COMMUNICATIONS LLC BUSINESS SERVICES CURRICULUM ASSOCIATES INC EAGLE CREEK WHOLESALE EAGLE CREEK WHOLESALE LLC ENMOTIVE ENVIRONMENTAL SUPPORT NETWORK INC EWELL EDUCATIONAL SERVICES GLENOAK HIGH SCHOOL GRAPHIC ENTERPRISES INC OFFICE SOLUTIONS INC HOLLY CABASSA JASON MCMILLEN LOWES MALLORY CHEVRAUX MARLINGTON BD OF EDUC MEGAN QUINTUS MHS HORTICULTURE DEPT MOLESKY FARMS LLC NASCO NICK EVANICH NUTRIEN AG SOLUTIONS INC OHIO EDISON COMPANY ORIENTAL TRADING COMPANY INC PINE HILLS GOLF CLUB PIONEER ATHLETICS PLUG SMART JUICE TECHNOLOGIES LLC RICHARD T GURLEA JR ROBERTSON HEATING SUPPLY CO ROCHESTER 100 INC SABLE CREEK GOLF COURSE INC SCHOLASTIC INC SEBRING TROPHY LLC WILLIAM J DOOLAN	002476	RECONCILED: 10/31	/2020	6,710.00  460.00 180.00 999.94  600.00 240.00 3,287.36 72.00 125.00 224.21 64.00 690.00 326.76 39.36 494.50 15,648.89 47.35 68.00 692.62 303,600.00  240.00 46.24  185.00 35.00 1,123.46 10.60

### MARLINGTON LOCAL SCHOOLS SORT BY CHECK NUMBER

#### CHECK DATES BETWEEN 10/01/2020 AND 10/31/2020

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(CHEKPY)

CHECK	TYPE	DATE	VENDOR  SHANE SIMEK SHELLY MCALISTER STALEY TECHNOLOGIES INC STARK COUNTY EDUCATIONAL SERVICE CENTER STARK PORTAGE AREA COMPUTER CONSORTIUM	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT  120.00 280.00 367.85 67,776.73  2,589.30  15,347.20 190.00 99.00 1,025.00 5,221.20 594.79  88,957.13  407.40 662.12 2,642.60 171.48 294.00 10,339.50 1,443.80 23,414.00 71.70 300.48 42.00 3,100.00  3,002.98  439.93 10,482.93 1,959.45 2,568.40 690.00
135328	W	10/08/2020	SHANE SIMEK	157657	RECONCILED:10/31/	2020	120.00
135329	W	10/08/2020	SHELLY MCALISTER	156139	RECONCILED:10/31/	2020	280.00
135330	W	10/08/2020	STALEY TECHNOLOGIES INC	139285	RECONCILED:10/31/	2020	367.85
135331	W	10/08/2020	STARK COUNTY EDUCATIONAL	001272	RECONCILED:10/31/	2020	67,776.73
		., ,	SERVICE CENTER				, , , , , ,
135332	W	10/08/2020	SERVICE CENTER STARK PORTAGE AREA COMPUTER CONSORTIUM SYNCB AMAZON TANNENHAUF GOLF CLUB INC TAYLOR BAND AND ORCHESTRA INC TIM HETRICK TRAPS SPORTS CENTER INC UNIVERSITY STORE UNIVERSITY OF MOUNT UNION US BANK NA TFM-ESCROW WALMART COMMUNITY GEMB WARDS NATURAL SCIENCE ALCO CHEMICAL INC ALFRED NICKLES BAKERY ALLOWAY APPLE INC AQUABLUE INC BOAK AND SONS INC BRENDA SCHLONEGER BURDEN ELECTRIC CO INC CANTON WHOLESALE FLORAL CHILD AND ADOLESCENT BEHAVIORAL HEALTH CITY OF ALLIANCE WATER UTILITY CONSOLIDATED ELECTRICAL DIST COPECO INC DAMON INDUSTRIES INC EQUIPARTS CORP FLUENCY MATTERS DBA TPRS PUBLISHING INC FOLLETT SCHOOL SOLUTIONS INC FULLY PROMOTED GORDON FOOD SERVICE PAYMENT PROCESSING CENTER HEALTHCARE BILLING SERVICES JACKIE TERRY KEITH FABER AUDITOR OF STATE LINDA KARNS LOWES MHS HORTICULTURE DEPT NORTH CENTRAL OHIO EDUCATIONAL SERVICE CENTER NORTH COAST PIZZA INC	008456	RECONCILED:10/31/	2020	2,589.30
135333	W	10/08/2020	SYNCB AMAZON	155620	RECONCILED:10/31/	2020	15,347.20
135334	W	10/08/2020	TANNENHAUF GOLF CLUB INC	001761	RECONCILED:10/31/	2020	190.00
135335	W	10/08/2020	TAYLOR BAND AND ORCHESTRA INC	156305	RECONCILED:10/31/	2020	99.00
135336	W	10/08/2020	TIM HETRICK	000002	RECONCILED:10/31/	2020	1,025.00
135337	W	10/08/2020	TRAPS SPORTS CENTER INC	002545	RECONCILED:10/31/	2020	5,221.20
135338	W	10/08/2020	UNIVERSITY STORE	002939	RECONCILED:10/31/	2020	594.79
			UNIVERSITY OF MOUNT UNION				
135339	W	10/08/2020	US BANK NA TFM-ESCROW	156886	RECONCILED:10/31/	2020	88,957.13
135340	W	10/08/2020	WALMART COMMUNITY GEMB	100733	RECONCILED:10/31/	2020	407.40
135341	W	10/08/2020	WARDS NATURAL SCIENCE	001466	RECONCILED:10/31/	2020	662.12
135343	W	10/16/2020	ALCO CHEMICAL INC	005037	RECONCILED:10/31/	2020	2,642.60
135344	W	10/16/2020	ALFRED NICKLES BAKERY	002117	RECONCILED:10/31/	2020	171.48
135345	W	10/16/2020	ALLOWAY	008309	RECONCILED:10/31/	2020	294.00
135346	W	10/16/2020	APPLE INC	155431	RECONCILED:10/31/	2020	10,339.50
135347	W	10/16/2020	AOUABLUE INC	000115	RECONCILED:10/31/	2020	1,443.80
135348	W	10/16/2020	BOAK AND SONS INC	157661	RECONCILED:10/31/	2020	23,414.00
135349	W	10/16/2020	BRENDA SCHLONEGER	100704			71.70
135350	W	10/16/2020	BURDEN ELECTRIC CO INC	004691	RECONCILED: 10/31/	2020	300 48
135351	W	10/16/2020	CANTON WHOLESALE FLORAL	002560	RECONCILED: 10/31/	2020	42 00
135352	W	10/16/2020	CHILD AND ADOLESCENT	002300	RECONCILED: 10/31/	2020	3 100 00
133332	•	10/10/2020	REHAVIORAL HEALTH	007737	RECONCILED 10/31/	2020	3,100.00
135353	W	10/16/2020	CITY OF ALLIANCE	157227	RECONCILED: 10/31/	2020	3 002 98
133333	•	10/10/2020	WATER HTTLITY	137227	RECONCILED 107 317	2020	3,002.50
135354	W	10/16/2020	CONSOLIDATED ELECTRICAL DIST	001643	RECONCILED: 10/31/	2020	439 93
135355	W	10/16/2020	CODECO INC	005237	RECONCILED: 10/31/	2020	10 482 93
135356	W	10/16/2020	DAMON INDIISTRIES INC	131919	RECONCILED: 10/31/	2020	1 959 45
135357	W	10/16/2020	ENTITE ARTS CORP	139199	RECONCILED: 10/31/	2020	2 568 40
135358	W	10/16/2020	FIJIENCY MATTERS	157655	RECONCILED 107 517	2020	690.10
133330	**	10/10/2020	DBA TPRS PUBLISHING INC	137033			050.00
135359	W	10/16/2020	FOLLETT SCHOOL SOLUTIONS INC	155555	RECONCILED:10/31/	2020	157.50
135360	W	10/16/2020	FULLY PROMOTED	156861			750.00
135361	W	10/16/2020	GORDON FOOD SERVICE	101791	RECONCILED:10/31/	2020	13.847.66
135362	W	10/16/2020	PAYMENT PROCESSING CENTER	101204	RECONCILED:10/31/	2020	157.50 750.00 13,847.66 224.21 13.00 328.00
135362	W	10/16/2020	TYCALE AEDDA	165074	RECONCILED:10/31/	2020	12 00
135364	W	10/16/2020	VETTU EXDED	005017	DECONCILED: 10/31/	2020	220 00
133364	VV	T0/T0/7070	VETIU LADRY	00391/	RECONCILED:10/31/	2020	328.00
135365	W	10/16/2020	TINDY KABNA VODITOR OF STATE	101188	RECONCILED:10/31/	2020	46 59
135366	W	10/16/2020	LOWES	100457	RECONCILED:10/31/	2020	5 N97 N3
135367	W	10/16/2020	MHS HORTICIII.TIIRE DEDT	002596	RECONCILED:10/31/	2020	152 00
135368	W	10/16/2020	NORTH CENTRAL OUTO EDITICATIONAL	157660	RECONCILED:10/31/	2020	250 00
	VV T-7	10/10/2020	SERVICE CENTER NORTH COAST PIZZA INC QUILL CORPORATION	13,000	DECONCILED 10/31/	2020	46.59 5,097.03 152.00 250.00 955.96 243.12
135369	W	10/16/2020	NUKIH CUAST PIZZA INC	000086	RECONCILED: 10/31/	ZUZU	955.96
135370	W	10/16/2020	OUTTP COKPORATION	002450	RECONCILED:10/31/	ZUZU	243.12

# MARLINGTON LOCAL SCHOOLS SORT BY CHECK NUMBER CHECK DATES BETWEEN 10/01/2020 AND 10/31/2020

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WARRANT	. REFUND	CHECKS

CHECK TYPE DATE VENDOR VENDOR STATUS/DATE BANK CODE CHECK AMOUNT \_\_\_\_\_\_ 135371 W 10/16/2020 RIVERSIDE INSIGHTS 157402 RECONCILED:10/31/2020 135372 W 10/16/2020 SMITHFOODS INC 101790 RECONCILED:10/31/2020 135373 W 10/16/2020 STARK COUNTY EDUCATIONAL 001272 RECONCILED:10/31/2020 SERVICE CENTER 434.65 4,040.00 370.00 135374 W 10/16/2020 STARK COUNTY ESC 101928 RECONCILED:10/31/2020 ATTN: TREASURER 349.09 135375 W 10/16/2020 STARK COUNTY HEALTH DEPT 001271 RECONCILED:10/31/2020 135376 W 10/16/2020 STARK PORTAGE AREA COMPUTER 008456 RECONCILED:10/31/2020 237.50 194.28 CONSORTIUM CONSORTIUM

135377 W 10/16/2020 SYSCO FOOD SERVICES CLEVELAND 005030 RECONCILED:10/31/2020
135378 W 10/16/2020 VERIZON WIRELESS 139453 RECONCILED:10/31/2020
135379 W 10/16/2020 VERN DALES WATER CENTER INC 007042 RECONCILED:10/31/2020
135380 W 10/16/2020 WHITES FARM SUPPLY 008159 RECONCILED:10/31/2020
135381 W 10/16/2020 WILSON LANGUAGE TRAINING CORP 102645 RECONCILED:10/31/2020
135382 W 10/16/2020 YOUR FUNDRAISER CARD 156475 RECONCILED:10/31/2020 12,948.72 246.06 202.86 82.90 218.38 1,000.00 JAKE R PENROD JAKE R PENROD

135384 W 10/23/2020 ALLIANCE MOTORS INC 000014 RECONCILED:10/31/2020
135385 W 10/23/2020 APPLE INC 155431 RECONCILED:10/31/2020
135386 W 10/23/2020 ATT 001056 RECONCILED:10/31/2020
CABS DEPARTMENT

135387 W 10/23/2020 BFG SUPPLY COMPANY LLC 101651 RECONCILED:10/31/2020
135388 W 10/23/2020 CINTAS CORPORATION 001634 RECONCILED:10/31/2020 3,946.31 1,196.00 2,037.16 860.65 398.30 LOC 316 135389 W 10/23/2020 COLUMBIA GAS 001632 135390 W 10/23/2020 DEMCO 000318 PO BOX 8048 748.83 RECONCILED: 10/31/2020 RECONCILED: 10/31/2020 95.00 PO BOX 8048

135391 W 10/23/2020 DIRECT ENERGY BUSINESS 139140 RECONCILED:10/31/2020
135392 W 10/23/2020 DOMINION ENERGY OHIO 000390
135393 W 10/23/2020 ERIC TANNER 157368 RECONCILED:10/31/2020
135394 W 10/23/2020 FISLERDATA LLC 156565 RECONCILED:10/31/2020
ATTN: ANDREW FISLER

135395 W 10/23/2020 HEASTAND AUTO PARTS INC 006017 RECONCILED:10/31/2020
135396 W 10/23/2020 HERITAGE COOPERATIVE 157100 RECONCILED:10/31/2020
1ST CHOICE ENERGY SERVICES
135397 W 10/23/2020 J AND B FLEET INDUSTRIAL 002248 RECONCILED:10/31/2020 607.88 251.11 104.82 658.00 135.00 321.13 163.20 600.00 75.03 600.00 170.00 475.09 2,545.44 119.68 240.00 12.45 AND FAMILY SERVICES

135407 W 10/23/2020 PETROLEUM TRADERS 102803 RECONCILED:10/31/2020

CORPORATION 13,579.51 CORPORATION

135408 W 10/23/2020 READY FIELD SOLUTIONS LLC 156233 RECONCILED:10/31/2020
135409 W 10/23/2020 REPUBLIC SERVICES 870 156005 RECONCILED:10/31/2020
135410 W 10/23/2020 SCHOOL SPECIALTY 008045 RECONCILED:10/31/2020 4,588.00 1,583.48 1,935.28

### MARLINGTON LOCAL SCHOOLS SORT BY CHECK NUMBER

#### CHECK DATES BETWEEN 10/01/2020 AND 10/31/2020

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CHECK	TYPE	DATE	VENDOR	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
135411 135412	W W	10/23/2020 10/23/2020	SEBRING TIRE SPRINGER'S TOWING SEBRING TROPHY LLC	157357 002476	RECONCILED:10/31/2	BANK CODE 2020 2020 2020 2020 2020 2020	444.40 492.00
135413	W	10/23/2020	STAPLES BUSINESS ADVANTAGE	121384	RECONCILED: 10/31/2	2020	4.759.60
135414	W	10/23/2020	STARK COUNTY EDUCATIONAL	001272	RECONCILED:10/31/2	2020	19,370.00
			SERVICE CENTER				
135415	W	10/23/2020	STARK COUNTY SHERIFF POLICING ROTARY FUND	121094			14,120.28
135416	W	10/23/2020	SYNCB AMAZON	155620	RECONCILED:10/31/2	2020	6,601.23
135417	W	10/23/2020	TRANSPORTATION ACCESSORIES COMPANY INC	001341	RECONCILED:10/31/2	2020	1,265.32
135418	W	10/23/2020	VASCO ASPHALT COMPANY	100186	RECONCILED:10/31/2	2020	1,250.00
135419	В	10/26/2020	CHANEL THOMAS	157667			104.00
135420	В	10/26/2020	CHRIS MCGILL	103184			30.00
135421	В	10/26/2020	CHERYL FREEMAN	157483			90.00
135422	В	10/26/2020	ANGIE GUAPPONE	157675			42.20
135423	В	10/26/2020	TERA CARL	157674			36.75
135424	В	10/26/2020	STEPHANIE GOOD	157673			6.50
135425	В	10/26/2020	DANIELLE TROYER	157672			50.75
135426	В	10/26/2020	CURTIS LANZER	157671			50.00
135427	В	10/26/2020	SHANNON MATHES	157670			50.00
135428	В	10/26/2020	MERI HINKLE	157669			25.00
135429	В	10/26/2020	BENJAMEN BAIER	157668			30.00
135430	В	10/26/2020	HOLLY SCHAEFER	157416			60.00
135431	В	10/26/2020	TIERNEY BRATTEN	101488			100.00
135432	В	10/26/2020	ENMOTIVE	156896			467.25
135433	W	10/30/2020	ALLIANCE DRAIN AND SEWER	007975			2.033.00
135434	W	10/30/2020	AMOS COMMUNICATIONS INC	005489			600.00
135435	W	10/30/2020	ASSETGENTE INC	156859			873 00
135436	W	10/30/2020	BEN DAVIS	101207			804 00
135437	W	10/30/2020	BLASIMAN FIRE EQUIPMENT INC	001750			31 64
135438	W	10/30/2020	BLICK ART MATERIALS	101756			561 58
135439	W	10/30/2020	BRENDA SCHLONEGER	100704			94 10
135440	W	10/30/2020	CANTON WHOLESALE FLORAL	002560			160 75
135441	TAT	10/30/2020	CAROLE SUTTON	156469			720 00
135442	TAT	10/30/2020	CDW GOVERNMENT	155542			15 753 79
135112	TAT	10/30/2020	CENTURYLINK COMMUNICATIONS LLC	156419			47 68
125///	TAT	10/30/2020	BUSINESS SERVICES	12020/			1 218 00
105444	VV TaT	10/30/2020	CONCODDE AREDYDA CHOLLD INC	100610			1,310.33 5 020 70
135445	VV Tat	10/30/2020	CONCOLDATED ELECTRICAL DICT	100010			3,333.7U 2EN NN
135440	VV TaT	10/30/2020	CONSOLIDATED ELECTRICAL DIST	001043			350.00
13544/	W TaT	10/30/2020	COPE FARM EQUIPMENT	157600			∠⊃.⊥∠ 440 21
135448	W T.T	10/30/2020	CRUPALING INC	T2/003			448.∠⊥ 120.25
135449	W T.T	10/30/2020	CUILER PUWER SALES LLC	121010			12U.35
135450	W T.T	10/30/2020	DAN CHICLED	100075			019.02
135451	W T.T	10/30/2020	DAM DWIDHER	1022/5			540.00
135452	W	10/30/2020	DIANE MIICHELL	102823			67.98
135453	W	10/30/2020	EAST CENTRAL UHIU ESC	1U3Z/I			00.00
135454	W T.7	10/30/2020	EADIERN BUCKEIE CUNFERENCE	T3/U50			3,300.00
135455	W T.7	10/30/2020	FLINN SCIENTIFIC INC	UUZ418			854.58
135456	W T.7	10/30/2020	GARKI IAUSUH	10120F			5/0.99
13545/	W	10/30/2020	GILBARCO VEEDER ROOT INC	121305			132.00

### MARLINGTON LOCAL SCHOOLS SORT BY CHECK NUMBER

#### CHECK DATES BETWEEN 10/01/2020 AND 10/31/2020

Page: 5

(CHEKPY)

CHECK	TYPE	DATE	GLENOAK HIGH SCHOOL INTERNATIONAL ACADEMY OF SCIENCE JOHN SPONDYL KITTY MORT LIBERTY MUTUAL INSURANCE LIGHT SPEED TECHNOLOGIES INC MACKS INC MELISSA BOGUNOVICH MEREDITH JOYCE MICHAEL L COLLINS MIKE FARRELL MIKE SHREFFLER MULTI COUNTY JUVENILE ATTENTION SYSTEM NASCO NICK EVANICH OASBO PATTY MAIN PETROLEUM TRADERS CORPORATION PNC BANK NA PROJECT LEAD THE WAY INC QUADIENT FINANCE USA INC QUADIENT LEASING USA INC DEPT 3682 REALLY GOOD STUFF LLC RENEE KALEY RICHARD T GURLEA JR ROBERTSON HEATING SUPPLY CO SCHOOL SPECIALTY SEBRING TROPHY LLC WILLIAM J DOOLAN SHERWIN WILLIAMS COMPANY STARK COUNTY MENTAL HEALTH AND ADDICTION RECOVERY STARK PORTAGE AREA COMPUTER CONSORTIUM STEVE MILLER THAT'S A WRAP MARCOR LTD TRAPS SPORTS CENTER INC VERN DALES WATER CENTER INC WALMART COMMUNITY GEMB WARDS NATURAL SCIENCE	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
135458		10/30/2020	GI.ENOAK HIGH SCHOOL	004810			140 00
135459	W	10/30/2020	INTERNATIONAL ACADEMY	157612			3.000.00
200107	••	10,00,2020	OF SCIENCE	13,011			3,000.00
135460	W	10/30/2020	JOHN SPONDYL	156769			540.00
135461	W	10/30/2020	KITTY MORT	139054			540.00
135462	W	10/30/2020	LIBERTY MUTUAL INSURANCE	156143			110,569.00
135463	W	10/30/2020	LIGHT SPEED TECHNOLOGIES INC	121263			28.00
135464	W	10/30/2020	MACKS INC	102278			620.23
135465	W	10/30/2020	MELISSA BOGUNOVICH	102207			125.00
135466	W	10/30/2020	MEREDITH JOYCE	157111			114.79
135467	W	10/30/2020	MICHAEL L COLLINS	156131			485.00
135468	W	10/30/2020	MIKE FARRELL	101201			540.00
135469	W	10/30/2020	MIKE SHREFFLER	157637			720.00
1354/0	W	10/30/2020	MULTI COUNTY JUVENILE	001/5/			/28.60
125/71	TAT	10/30/2020	MACCO SISIEM	001804			15/ 00
135471	TAT	10/30/2020	NTCK EVANTCH	102372			540 00
135472	TAT	10/30/2020	OASBO	002372			150.00
135474	W	10/30/2020	PATTY MAIN	157647			720.00
135475	W	10/30/2020	PETROLEUM TRADERS	102803			4.328.30
		., ,	CORPORATION				,
135476	W	10/30/2020	PNC BANK NA	001626			100.00
135477	W	10/30/2020	PROJECT LEAD THE WAY INC	156234			2,200.00
135478	W	10/30/2020	QUADIENT FINANCE USA INC	139682			602.00
135479	W	10/30/2020	QUADIENT LEASING USA INC	157141			454.11
			DEPT 3682				
135480	W	10/30/2020	REALLY GOOD STUFF LLC	009713			122.47
135481	W	10/30/2020	RENEE KALEY	157663			540.00
135482	W	10/30/2020	RICHARD T GURLEA JR	15/026			125.00
135483	W	10/30/2020	ROBERTSON HEATING	001706			4,836.79
125/0/	TAT	10/30/2020	SUPPLI CO	008045			05 38
135485	TAT	10/30/2020	SERRING TROPHY LLC	000045			46.00
133103	**	10/30/2020	WILLIAM I DOOLAN	002170			10.00
135486	W	10/30/2020	SHERWIN WILLIAMS COMPANY	008906			154.89
135487	W	10/30/2020	STARK COUNTY MENTAL HEALTH	157319			1,923.75
			AND ADDICTION RECOVERY				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
135488	W	10/30/2020	STARK METAL SALES INC	001897			17.82
135489	W	10/30/2020	STARK PORTAGE AREA COMPUTER	008456			83,602.70
			CONSORTIUM				
135490	W	10/30/2020	STEVE MILLER	156482			540.00
135491	W	10/30/2020	THAT'S A WRAP	157654			4,980.00
			MARCOR LTD				
135492	W	10/30/2020	TRAPS SPORTS CENTER INC	002545			198.75
135493	W	10/30/2020	VERN DALES WATER CENTER INC	1007042			320.46
135494	W	10/30/2020	WALMART COMMUNITY GEMB	100/33			401.94
135495	W	10/30/2020	WARDS NATURAL SCIENCE	001466			231.68
V VOTI	DED CH	IECKS	2 CHECK TOTAI 120 CHECK TOTAI 194 CHECK TOTAI	'.S	2 103 75		
R REC	ONCTLE	D CHECKS	120 CHECK TOTAL	LS 71	9.468.91		
W WAR	RANT C	HECKS	194 CHECK TOTAL	LS 99	8,427.23		

Page: 6 (CHEKPY) Date: 11/11/2020 MARLINGTON LOCAL SCHOOLS Time: 1:42 pm SORT BY CHECK NUMBER
CHECK DATES BETWEEN 10/01/2020 AND 10/31/2020

CHECK TYPE DATE VEN	IDOR		VENDOR STATUS/DATE	BANK CODE	CHECK AMOUNT
M MEMO GUEGIA		GURGE BORRES	0.00		
M MEMO CHECKS	U	CHECK TOTALS	0.00		
B REFUND CHECKS	14	CHECK TOTALS	1,142.45		
I INVESTMENT CHECKS	0	CHECK TOTALS	0.00		
T TRANSFER CHECKS	0	CHECK TOTALS	0.00		
D DISTRIBUTION CHECKS	0	CHECK TOTALS	0.00		
C PAYROLL CHECKS	0	CHECK TOTALS	0.00		
MISSING CHECKS	0				
** TOTAL CHECKS (LESS VOIDEI	206	** TOTAL NET	997,465.93		
*** TOTAL CHECKS WRITTEN	208	*** GRAND TOTALS	999,569.68		

### "Exhibit FFFF"

			"Exhibit F	FFF"					
Marlington Local School District									
Revenue Resource Revisions									11/16/2
FY2021									10:08
12021		Official Certificate	Rd approved						10.00
		of Est Resources	Bd approved Revisions	Revisions	Resources After	Revisions	Resources After	Revisions Resources After	
		of Est Resources	6.25.20	9.17.20	9.17.20	10.15.20	10.15.20	<b>11.19.20</b> 11.19.20	
			0.23.20	9.17.20	9.17.20	10.13.20	10.13.20	11.19.20	
General Fund	001	\$ 26,526,560.00	0.00		\$ 26,526,560.00		\$ 26,526,560.00	<b>\$ (2,021,319.00)</b> \$ 24,505,241.00	
Permanent Improvement	001	702,346.00	0.00		702,346.00		702,346.00	702,346.00	
Food Service	003	935,000.00	0.00		935,000.00		935,000.00	935,000.00	
Special Trust	007		0.00		11,587.00				
Adult Education	012	11,587.00	0.00		0.00		11,587.00	11,587.00	
	012	167,427.00	14,368.01	29,254.99 A	217,050.00		217,050.00	217,050.00	
Public School Support Other Grants	018	1,000.00	0.00	35,504.01 B	36,504.01		36,504.01	36,504.01	
	019	78,950.90	62,698.90	(60,149.80) A	81,500.00		81,500.00	81,500.00	
District Agency Special Education	022	0.00	•	70,000.00 A	0.00		0.00	0.00	
-			(70,000.00)	70,000.00 A	0.00			0.00	
Underground Storage Tank Fermination of Benefits	031	0.00	0.00		0.00		0.00	0.00	
Capital Projects - Nexus Pipeline	035	992,244.96	992,244.96	(484,489.92) C	1,500,000.00		1,500,000.00	1,500,000.00	
Student Managed Activity	200	62,211.00	0.00	22,489.00 A	84,700.00	11,500.00	96,200.00	96,200.00	
	300	367,184.00	0.00	83,066.00 A	451,750.00	11,500.00	451,750.00	451,750.00	
District Managed Activity  Motorcycle Safety and	430	0.00	0.00	03,000.00 A	0.00		0.00	0.00	
Motorcycle Safety and OneNet Connectivity			0.00					9,000.00	
OneNet Connectivity	451	9,000.00			9,000.00	0.00	9,000.00	·	
Agriculture Education 5th Qtr Student Wellness and Success	461	0.00	0.00 542,396.09	100 0F1 00 B	742 247 00	0.00	0.00	0.00	
			·	199,951.00 B	742,347.09	0.00	742,347.09	742,347.09	
Miscellaneous State Grants	499	50,162.00	37,936.00		88,098.00		88,098.00	88,098.00	
Migrant Education	505	212,469.00	52,354.24	(400 444 02) P	264,823.24	0.00	264,823.24	264,823.24	
Elem/Sec School Emergency Relief	507	441,318.62	441,318.62	(488,411.93) B	394,225.31		394,225.31	394,225.31	
Federal-CRF and Broadband Connectivity	510	0.00	0.00	268,513.67 B	268,513.67		268,513.67	268,513.67	
Title VI-B	516	513,669.00	0.00		513,669.00	0.00	513,669.00	513,669.00	
Title I	572	527,349.00	196,348.00		723,697.00	0.00	723,697.00	723,697.00	
Title VI-B Restoration	587	1,587.00	0.00		1,587.00	0.00	1,587.00	1,587.00	
Title II-A	590	86,063.00	16,964.00		103,027.00		103,027.00	103,027.00	
Miscellaneous Federal Grant	599	27,340.00	12,874.00		40,214.00	0.00	40,214.00	40,214.00	
		. D. 1740 460 40	ф. 2200 <b>г</b> 02 02	A (224.272.22)	# DD (0( 100 DD	d 11 500 00	ф 20 <b>5</b> 0 <b>5</b> 600 00	# (0.004.040.00) # 04.000.070.00	
		\$ 31,713,468.48	\$ 2,299,502.82	\$ (324,272.98)	\$ 33,696,198.32		\$ 33,707,698.32		
						Ski Club Revenue		Revenue reductions	
				A- revisions to agreee to current expected receipts in School Activity Funds B- revisions to Grant Funds		Revision Change		to General Fund to more align with current forecast.	
				current expected receipts in School Activity Funds B- revisions to Grant				to General Fund to more align with	
				current expected receipts in School Activity Funds B- revisions to Grant Funds (Local/State/Federal) to equal expected receipts in FY21 (see below) C - Revise Nexus projected receipt	FY21 Expected Reco	Revision Change		to General Fund to more align with	
				current expected receipts in School Activity Funds B- revisions to Grant Funds (Local/State/Federal) to equal expected receipts in FY21 (see below) C - Revise Nexus projected receipt	\$ 20,504.01	Revision Change		to General Fund to more align with	
				current expected receipts in School Activity Funds B- revisions to Grant Funds (Local/State/Federal) to equal expected receipts in FY21 (see below) C - Revise Nexus projected receipt	\$ 20,504.01 16,000.00	Revision Change		to General Fund to more align with	
				current expected receipts in School Activity Funds B- revisions to Grant Funds (Local/State/Federal) to equal expected receipts in FY21 (see below) C - Revise Nexus projected receipt	\$ 20,504.01	Revision Change		to General Fund to more align with	
				current expected receipts in School Activity Funds B- revisions to Grant Funds (Local/State/Federal) to equal expected receipts in FY21 (see below) C - Revise Nexus projected receipt	\$ 20,504.01 16,000.00 \$ 36,504.01	Revision Change		to General Fund to more align with	
				current expected receipts in School Activity Funds B- revisions to Grant Funds (Local/State/Federal) to equal expected receipts in FY21 (see below) C - Revise Nexus projected receipt	\$ 20,504.01 16,000.00	Revision Change		to General Fund to more align with	
				current expected receipts in School Activity Funds B- revisions to Grant Funds (Local/State/Federal) to equal expected receipts in FY21 (see below) C - Revise Nexus projected receipt	\$ 20,504.01 16,000.00 \$ 36,504.01	Revision Change		to General Fund to more align with	
				current expected receipts in School Activity Funds B- revisions to Grant Funds (Local/State/Federal) to equal expected receipts in FY21 (see below) C - Revise Nexus projected receipt  Stark MHAR Grant Education Innovation Fund  Student Wellness & Success	\$ 20,504.01 16,000.00 \$ 36,504.01 \$ 742,347.09	Revision Change		to General Fund to more align with	
				current expected receipts in School Activity Funds B- revisions to Grant Funds (Local/State/Federal) to equal expected receipts in FY21 (see below) C - Revise Nexus projected receipt  Stark MHAR Grant Education Innovation Fund  Student Wellness & Success  Elem/Sec School Emergency	\$ 20,504.01 16,000.00 \$ 36,504.01 \$ 742,347.09	Revision Change		to General Fund to more align with	
				current expected receipts in School Activity Funds B- revisions to Grant Funds (Local/State/Federal) to equal expected receipts in FY21 (see below) C - Revise Nexus projected receipt  Stark MHAR Grant Education Innovation Fund  Student Wellness & Success  Elem/Sec School Emergency	\$ 20,504.01 16,000.00 \$ 36,504.01 \$ 742,347.09	Revision Change		to General Fund to more align with	
				current expected receipts in School Activity Funds B- revisions to Grant Funds (Local/State/Federal) to equal expected receipts in FY21 (see below) C - Revise Nexus projected receipt  Stark MHAR Grant Education Innovation Fund  Student Wellness & Success  Elem/Sec School Emergency Relief Fund (ESSER)	\$ 20,504.01 16,000.00 \$ 36,504.01 \$ 742,347.09 \$ 394,225.31 \$ 117,047.51	eipts		to General Fund to more align with	
				current expected receipts in School Activity Funds B- revisions to Grant Funds (Local/State/Federal) to equal expected receipts in FY21 (see below) C - Revise Nexus projected receipt  Stark MHAR Grant Education Innovation Fund  Student Wellness & Success  Elem/Sec School Emergency Relief Fund (ESSER)  CRF - Rural & Small Town	\$ 20,504.01 16,000.00 \$ 36,504.01 \$ 742,347.09 \$ 394,225.31 \$ 117,047.51	eipts		to General Fund to more align with	