

**MARLINGTON LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
May 21, 2020 Meeting**

May 21, 2020
6:30 P.M.

Electronic Remote Technology Meeting Minutes

State of the Schools Address

I. State of the Schools Presentation

Mr. Joseph Knoll, Superintendent

Mrs. Carole Sutton, Assistant Superintendent/Curriculum Director

Mrs. Kathryn Brugger, Treasurer

**MARLINGTON LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
May 21, 2020 Meeting**

May 21, 2020

Electronic Remote Technology Meeting
Regular Meeting Minutes

I. Call to Order at 6:56 PM

A. Invocation - Mr. Joe Knoll

B. Pledge of Allegiance

C. Reading of Mission Statement – Dr. Scott Mason

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

II. Roll Call

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

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

III. Adoption of Meeting Agenda – Mrs. Carolyn Gabric

- A. Additions or Corrections
- B. Recommend that the Marlinton Local Board of Education adopt the following agenda for the May 21, 2020 meeting.

Dr. Mason asked about when discussion was going to occur about the certified letter that all board members had received from Marlinton Matters.

Ms. Gabric replied that it was not on the agenda and it was being handled by the district attorney.

Ms. Humphries had concerns about getting the agenda last minute.

Mr. Knoll said there was some information with the Marlboro roof project that was slowing down the production of the agenda.

Ms. Gabric said there was going to be agenda meetings on the previous Friday before the meeting to help with these issues.

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.	135.20		
Karen Humphries				x					
Scott Mason			x						
Danielle Stevens		x	x						

IV. Special Presentations

A. Staff Recognition – Retirement Recognition

<u>Employee</u>	<u>Position</u>	<u>Location</u>
Lois Griffith	Cafeteria	Lexington Elementary
Pam Kraft	Secretary	Marlboro Elementary
Christine McLaughlin	Language Arts	High School
Robert Shields	Spanish	High School

B. Staff Recognition – 20-Year Recognition

<u>Employee</u>	<u>Position</u>	<u>Location</u>
Tierney Bratten	Computer/Life Skills	Middle School
Katharine Eversdyke	Vocal Music	Middle School
Tracie Hatfield	Bus Driver	District
Sabrina Helman	Bus Driver	District
Heidi Hildenbrand	Educational Assistant	Washington Elementary
Rhonda Keiser	Educational Assistant	Lexington Elementary
Deborah Kimble	Intervention Specialist	Lexington Elementary
Rebecca Myers	Language Arts/Social Studies	Lexington Elementary
Jeffrey Oyster	Math	High School
Megan Quintus	Art	Middle School
Sheri Sickles	Transportation Director	District

V. Administrator's Reports

A. Food Service Annual Report – Mrs. Carole Sutton, Assistant Superintendent

B. Business Advisory Council Update - Mr. Joe Knoll, Superintendent

VI. Old Business

A. Public Participation

Recommend a motion to suspend board policy to cancel public speaks for this meeting.
(returned back to this after VII-A)

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.	137.20		
Karen Humphries				x					
Scott Mason				x					
Danielle Stevens	x		x						

VII. New Business

A. School Fees for 2020-2021

Recommend the motion to approve school fees for the 2020-2021 school year as presented and marked "Exhibit EE".

Ms. Sutton stated that the only difference is that the tech fees are all now \$25.00.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			Final Resolution:	x		
Josh Hagan			x			Resolution No.	136.20		
Karen Humphries			x						
Scott Mason	x		x						
Danielle Stevens		x	x						

B. Exchange Student for 2020-2021

Recommend the motion to approve the acceptance of Miguel Espelleta Ponton from Spain as an exchange student for the 2020-2021 school year.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			Final Resolution:	x		
Josh Hagan			x			Resolution No.	138.20		
Karen Humphries			x						
Scott Mason	x		x						
Danielle Stevens		x	x						

C. Water Service Agreement Resolution

Recommend the motion for the approval and execution of the Loan Repayment Agreement with the City of Alliance as presented and marked "Exhibit FF"

This was the agreement to set up payment plans for the prior agreement with the City of Alliance.

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.	139.20		
Karen Humphries			x						
Scott Mason	x		x						
Danielle Stevens			x						

D. Curriculum Resolution

Recommend the motion to approve the on-line learning platform contract with Acellus as presented marked "Exhibit GG".

Ms. Sutton: This will provide online learning options for students in seclusion. This is a one-year contract run through SPARCC and replaces three other options we were using prior and is less expensive.

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.	140.20		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens		x	x						

E. Technology Resolution

Recommend the motion to approve the Apple Buy-Back Purchased Service contract with Second Life Mac as presented and marked “Exhibit HH”.

Ms. Sutton: There were quotes analyzed from three different vendors. Additionally, this selection offered “no touch“ collection. The minimum price expected is \$174,000 for the devices.

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.	141.20		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens		x	x						

F. Amended Legal Counsel and Services Resolution

Recommend the motion to approve the Amended Legal Counsel and Services Resolution as presented and marked “Exhibit II”.

Discussion: This includes Lane Alton.

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.	142.20		
Karen Humphries				x					
Scott Mason				x					
Danielle Stevens		x	x						

G. Marlboro Roofing Contract

Recommend the motion to approve Boak & Son Roofing for the Marlboro roofing contract, as presented and marked “Exhibit JJ”.

Discussion: There is a \$60,000 savings in abatement. The quote came in \$20,000 over which is Plug Smart’s issue. Mr. Knoll said in his discussion with Plug Smart, they commented that because of how fast we want to get the project done, the work is coming in a little more expensive.

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.	143.20		
Karen Humphries				x					
Scott Mason				x					
Danielle Stevens		x	x						

H. Covid-19 Resolution

Recommend the motion to approve the resolution to responsibly conduct board meetings to prevent the spread of covid-19 as presented and marked “Exhibit KK”.

Discussion: Ms. Humphries was not happy with the committee assignments.

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.	144.20		
Karen Humphries				x					
Scott Mason				x					
Danielle Stevens	x		x						

VIII. Treasurer’s Agenda - Mrs. Kathryn Brugger**A. Minutes**

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

Regular Meeting April 16, 2020

Special Meeting May 11, 2020

Discussion: Ms. Humphries vote no was reflective of items that took place during these meetings.

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.	145.20		
Karen Humphries				x					
Scott Mason			x						
Danielle Stevens		x	x						

B. Financial Resolutions

1. Recommend the motion to approve the financial reports and overview of receipts and expenditures for the period ending April 30, 2020 as presented and marked as “Exhibit LL” and “Exhibit MM”.

Discussion: There has been a downward trend in cash balance in food service and administration is identifying where expenditures can be reduced for next year. It is hard to tell what effects the pandemic will have on this fund as well.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			Final Resolution:	x		
Josh Hagan			x			Resolution No.	146.20		
Karen Humphries		x	x						
Scott Mason	x		x						
Danielle Stevens			x						

2. Recommend the motion to approve the amended appropriations as presented and marked “Exhibit NN”.

Discussion: These amendments represent Erate, building repairs, and Plug Smart and fund 516 allocations.

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.	147.20		
Karen Humphries			x						
Scott Mason	x		x						
Danielle Stevens			x						

C. Five Year Forecast – Mrs. Kathryn Brugger

Recommend the Motion to approve the Five Year Forecast as presented and marked “Exhibit OO”.

Presentation points read during the meeting:

Significant deviations between November and May Forecasts:

- Unrestricted State Grants - This year \$408,237 and 10% in FY2021. Additionally, there were reductions in Preschool and casino funding on our foundation funding reports, both of which are based on enrollment.
- Personnel – Estimated district staffing needs equate to \$1.1 million over 5 years. This number will change as decisions are made.
- Benefits – Estimated district staffing equate to approximately \$600,000 over 5 years. This number will change as well. On a side note, this line is partially offset by the addition of 1 premium holiday to help accommodate for historical while continuing to be mindful of the volatile nature of health insurance claims.
- Purchased Services – Finally, the difference in spending trajectory for purchased services caused a significant deviation of about 4 million dollars over 5 years. The May forecast takes the current projected spend for fiscal year 2020 and based on historical trends, increases from that benchmark. It is important to keep in mind that as trends change, the projections will as well. For example, reducing contract obligations in 2021 by 200,000 will reduce the trend, and bring the spending path down by that amount annually thereby saving \$800,000 over the remaining four years of the forecast. Purchased services can be difficult to control due to the number of uncontrollable items within this line, such as open enrollment out. All this is the basis for doing a forecast – so that the board and administration have an idea on where the district spending trends are heading and how they can make corrections to change the path.
- Line 6.010 gives a since of the district’s fiscal health. A positive number indicates that the district is spending less than its revenue and a negative number suggests the opposite. At that point, discussions among the board and administration should take place on how to handle the overspend so that the district is not cutting into its’ cash carryover each year.

- When a district is overspending, timing is very important. The longer you take to make corrections, the more difficult it is to right the ship. For example, if the district is projected to overspend by 704,000 this year and 3.3 million next year. If nothing is corrected, then the following year the district will have to come up with \$4,007,998 instead of just 3.3 million. Please note, this example was just for illustration purposes, with one month left in the school year, it would be nearly impossible to trim 700,000 from this year's budget.
- With no intervention, the district is projected to have a negative cash balance by year 2022 in the general fund.
- The district will likely receive notification from the Ohio Department of Education to put together a recovery plan to eliminate the deficit – In all fairness, it is likely that many districts will fall into this situation right now due to the state budget cuts however, it is important that we plan ahead because we do not know what is going to happen with this global crisis.

With respect to the aforementioned data, the following recommendations should be considered:

- The district should not fill any newly opened positions that are not absolutely necessary for continued operations.
- The district should consider reducing current staff, programming and class sizes
- The Board should consider an additional tax levy to offset the deficit
- The Board should consider utilization of NEXUS funds to offset the deficit as needed
- Any combination of these options

Administration awaits the direction from the board on how to proceed.

COVID-19 will have lasting effects on the District's revenue. At this time, we are not in a position to accurately predict how long the pandemic will last or its effects on our State and local economy. My recommendation is to look into intermittent forecasting if necessary due to the rapidly changing financial environment. The uncertainty surrounding the State's decisions in the next fiscal year will be greatly influenced on the state of the economy and the length of this pandemic.

Board Discussion:

Ms. Gabric thanked Ms. Brugger for all of the time that she spent on the forecast and for all of the additional information that she sent her. She asked for further explanation on the deviation between the November and May forecast. Ms. Brugger replied that she had prepared a report that reconciled all of the deviations over the five-year period which explained what Ms. Gabric was asking. The deviations included collection rate reductions due to the pandemic and economy, reductions in preschool and casino revenue which is driven by ADM along with recommended FY2021 state foundation reductions. The largest item was purchased services and was largely due to a change in trajectory that projected in November vs. what was projected in May. She also explained how public utility was not recorded on the appropriate lines in the November forecast and she corrected it in the May forecast. Ms. Gabric asked about the reduced projected enrollment amounts. Mr. Knoll commented on the historical numbers that supported this projection. Ms. Brugger stated that she used the type of enrollment that we are funded from which has been decreasing at least two percent annually. She stated that it only makes sense to continue that trend when forecasting out until the trend starts to change. Ms. Gabric asked if Ms. Brugger had decreased

expenditures to go along with the decrease in enrollment. Ms. Brugger stated that would not make sense because the Board had not yet made any decisions to reduce staff and due to negotiated agreements, etc., she can only report on the current employed staff, and/or Board plans. There are a lot of moving parts in this forecast. Pandemic-related funding cuts, increased staffing costs, and changes in purchased service projections based on current trends combined are causing the projected decline in ending balance on the forecast. The general rule is that if there is a deficit in the third year of the five year forecast, the Ohio Department of Education will send a letter directing the district to come up with a reduction plan to remove the deficit from the third year. Ms. Gabric asked Mr. Knoll about his recommendation to pause and take a deep breath before making drastic changes. Mr. Knoll stated that now we are seeing the forecast, we need to get something in place because of the way the numbers compound. Mr. Knoll said we need some sort of directive to handle the projected forecast deficit. Mr. Knoll stated that a secretary, custodian, cooks, a principal and a music teacher will all need to be hired new for Marlboro. Mr. Hagan felt like the numbers were worst case scenario because the past forecast numbers were stagnant. Dr. Mason spoke on the possibility of levy passage. Mr. Hagan said that if we respect the voters, we have a better chance of passage. Ms. Brugger stated that the forecast was not worst case scenario, that there are a lot of moving parts right now. The forecast is based on historical data, and the best information we have right now with regard to state funding cuts. Ms. Brugger stated that she has listened to many professionals with regard to the funding cuts and decided that the middle ground reduction was the best choice for now until we have more information. Mr. Hagan expressed interest in the reconciliation document just created to help at Carolyn's request to better understand the forecast deviations. He wanted more time to review it before making a decision. Ms. Brugger reminded the Board that the forecast is required to be filed by the end of May and if the Board does not agree with her numbers, they can come up with how they want to amend their forecast. She cautioned the Board that the numbers must be well-reasoned if they were going to make such amendments to the recommended forecast. Ms. Brugger stated that she has done her due diligence by forecasting off of actual numbers and historical trends. Mr. Knoll wanted to know what is going to change in six days? Ms. Gabric said that Josh just wanted more time to digest the detail. Mr. Knoll asked if there was anything different in that document that was not already given out? Ms. Brugger said it is just another way of looking at the information that is included in the assumptions that were given to the board last Friday.

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

Motion to table the May 2020 Five Year Forecast

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.	148.20		
Karen Humphries				x					
Scott Mason				x					
Danielle Stevens		x	x						

IX. Personnel – Consent Agenda**A. Administrative Personnel****1. Administrative Hires**

Recommend the motion to approve the following administrative contracts:

<u>Administrator</u>	<u>Position</u>	<u>Contract Period</u>
Katherine Mort	Marlboro Elementary Principal	8/1/20 to 7/31/23

B. Certified Personnel**1. Certified Resignations**

- a) Recommend the motion to accept the resignation of Aaron Male, elementary teacher, effective June 4, 2020.
- b) Recommend the motion to accept the resignation of Timothy Scott Pittman, high school business teacher, effective June 5, 2020.
- c) Recommend the motion to accept the resignation of Gary Bush, high school computer teacher, effective June 5, 2020.

2. Certified Leave of Absence

Recommend the motion to approve a one-year leave of absence for Aubrey McAlister, middle school teacher for the 2020-2021 school year.

3. Certified – Continuing Contracts

The individual listed below is currently completing service under limited contract status. Pending certification and fulfillment of all requirements, they will be qualified as to eligibility for continuing contract status. The building administrator or the direct supervisor involved has evaluated the performance of the individual(s) noted and recommend that they be placed on continuing contract status with compensation determined by placement on the appropriate salary schedule per training and experience.

Recommend the motion to approve continuing contracts beginning with the 2020-2021 school year for the following:

Bret Pendergast

4. Certified – Limited Teaching Contracts

The individuals listed below are currently completing services under limited teaching contracts that expire at the end of the 2019-2020 school year. Pending proper certification said individuals are recommended for renewal of employment under one-year limited contracts with compensation determined by placement on the appropriate salary schedule per training and experience. (Note: 1 denotes disability; 2 denotes part-time)

Recommend the motion to approve the following limited teaching contracts:

Alhadid, Samir	Kellams, Katie
Beadles, Jennifer	Kelly, Kyle
Burgess, Terre	Knisley, Calle
Cabassa, Holly	Kwasnicka, Tyler
Carson, Stephanie	Lamancusa, Andrew
Cernansky, Ryan	Lambdin, Marcus
Chevraux, Mallory	Lawrentz, Danielle
Clevenger, Mary C	Lippenga, Kelli
Coler, Tanya	McAlister, Aubrey
Cosma, Tyler	McCoy, Kaytlin
Croft, Kristan	McElrath, Michelle
D'Eramo, Elizabeth	McGuire, Stephanie
DeBois, Tiffany	Meyers, Rita
Delcalzo, Mary Beth	Moracz, Jessica
Denny, Matthew	Morrison, Nathan
Dillon, Shawn	Motz, Robert
DiRuzza, Clarice	Norman, Rayell
Eshelman, Joshua	Ohler, Erica
Fetrow, Bethany	Pavlik, Daphne
Frase, Abigail	Porter, Ashley
Gray, Alisha	Rembert, Brooke
Gregory, John	Rodgers, Ally
Groff, Jesse	Ryan, Becca
Gulling, Mark	Sanderson, Katherine
Heather, Danielle	Schick, Beth
Herrick, Chelsea	Schrock, Jessica
Holzer, Emily	Shackle, Kylie
Horning, Aubree	Shaub, Emily
Jeffries, James	Sheckler, Brittany
Jones, Cody	Shirley, David
Joyce, Meredith	Shockley, Kaylee
Karmazin, Joe	Smith, McKinzie
Kean, Cathryne	Spelich, Janelle

Stanley, Taylor
 Swisher, Stephani
 Tanner, Eric
 Valasek, Larissa
 Villilo, Erica
 Wise, Andrea

Woods, Justin

5. Certified Hires

Recommend the motion to hire the following teachers for the 2020-2021 school year, one-year limited contract, pending verification of satisfactory credentials, BCI and FBI checks as required:

<u>Name</u>	<u>Position</u>	<u>Building</u>
Krysten Ewing	Language Arts	High School
Siobhan Davis	Counselor	Elementary

6. Certified Non-Renewals – Tutors

Recommend the motion to approve the non-renewal of the following individuals in one or more tutor positions at the end of the 2019-2020 school year, due to availability of funding:

Aubrey Fruchey
 Jordan Kirk
 Clay Libertore
 Jennifer Maley
 Jennah Hart
 Janeen Harris
 Davonna Prikryl
 Laura Ray
 Kathryn Shaffer
 Deborah Truax
 Amy Wittensoldner

C. Classified Personnel

1. Classified Reductions In Force

Recommend the motion to approve the reductions in force for the following individuals at the end of the 2019-2020 school year by classification:

Bus Aides

1. Lisa Vincent
2. Eunice Castellucci
3. Colleen Kuntzman

Educational Assistant(s)

1. Jane Vogel
2. Laury Bergert
3. Anne Keller
4. Stephanie Coblenz
5. Elaine Hawthorne
6. Amanda Loar
7. Nicole Delmoro
8. Rhonda Keiser
9. Joanna Middleton

2. Classified Reduction in Force Recall

Recommend the motion to recall the following for the 2020 – 2021 school year:

1. Stephanie Tortola Library Technician (.5)

3. Classified Employment – Second Two-Year Limited Contracts

Recommend the motion to approve the following staff members be granted their second two-year limited contract beginning with the 2020-2021 school year (ORC 3319.081):-

Joseph Liebhart
Sarah Mijalkovic

Please note that the following staff members are completing the first year of their second two-year limited contract. They will be entering the second year of their second year contract in the 2020-2021 school year. This does not require board action, but is shown for informational purposes only.

Dana Bericchia
Thomas Brown
Alfred Incerpi
Stephanie Tortola

4. Classified Employment – First Two-Year Limited Contracts

Recommend the motion to approve the following staff members be granted their first two-year limited contract beginning with the 2020-2021 school year (ORC 3319.081):

Rebekah Bauman
Lora Lipfird
Emily Winter

Please note that the following staff members are completing the first year of their first two-year limited contract. They will be entering the second year of their first year contract in the 2020-2021 school year. This does not require board action, but is shown for informational purposes only.

Sandra Fannin
 Patricia Peterson
 Terri Porter
 Samar Salvino
 Lynette Ronske

5. **Classified Hires**

Recommend the motion to hire the following, pending verification of satisfactory credentials, BCI and FBI checks as required:

<u>Name</u>	<u>Position</u>	<u>Assignment</u>
Darleen Lepley	Secretary	Marlboro Elementary
Teri Porter	Custodian	High School

D. **Summer Employment Personnel**

1. Recommend the motion to approve the following for the Migrant Program 2020 employment, pending verification of satisfactory credentials, BCI and FBI checks as required:

<u>Name</u>	<u>Position</u>
Michael Groholy	Director
Dan Swisher	Assistant Director
Michael Farrell	Assistant Director
Abigail Frase	Teacher
Emily Holzer	Teacher
Jennifer Beadles	Teacher
Jennifer Lauter	Teacher
Nathan Morrison	Teacher
Mark Greco	Teacher
Cathryne Kean	Teacher
Stephanie Carson	Teacher
Beth Schick	Teacher
Meghan Polen	Teacher
Jessica Moracz	Teacher
Rob Beamer	Teacher
Emily Shaub	Teacher
Allison Morrison	Teacher
Grace Flores	Tutor

Heidi Hildenbrand	Educational Assistant
Joyce Senn	Educational Assistant
Fran Calvin	Educational Assistant
Erika Lukens-Yoder	Tech Assistant
Darleen Lepley	TR
Bill Koch	Custodian
Paul Hoover	Custodian
Angel Stout	Bus Driver
Emma Owen	Recruiter

2. Summer Employment

<u>Name</u>	<u>Position</u>
Rhonda Wutrick	Summer Secretary
Aaron McComas	Summer Technology
Jesse Groff	Summer Technology
Taylor Maurer	Summer Horticulture
Kyle Baer	Summer Horticulture

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.	149.20		
Karen Humphries			x						
Scott Mason	x		x						
Danielle Stevens			x						

X. Announcements

- Board member Class of 2020 remarks

May 27: Elementary Device Collection 9am to 7pm
 May 27 8th Grade Graduation 7pm to 9pm
 May 28: Elementary & HS Device Collection 9am to 7pm
 May 29: Elementary, MS & HS Device Collection 9am to 7pm
 May 30: HS Graduation
 May 31: HS Graduation
 June 1: MS and HS Device Collection 9am to 7pm
 June 2: MS and HS Device Collection 9am to 7pm
 June 3: MS and HS Device Collection 9am to 3pm

XI. Next Board of Education Meetings:

Regular Meeting: June 4, 2020
 7:00 P.M.
 Electronic Remote Technology Meeting

Regular Meeting June 18, 2020
 7:00 P.M.
 Electronic Remote Technology Meeting

XIII. Adjournment at 10:00 pm

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.	150.20		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens	x		x						

 Board President

 Treasurer/CFO

"Exhibit EE"

**MARLINGTON LOCAL SCHOOLS
SCHOOL FEES – 2020-2021**

K-8 Fees (per child)		\$30.00
<u>Tech Fee</u>		
Tech Fee – 6-12		25.00
Tech Fund – 6-12		25.00
High School Fees		
<u>Department</u>	<u>Course</u>	AMOUNT
Art	Art 1	15.00
Supply Fees	Art 2	15.00
	Art 3	25.00
	Art 4	25.00
	3D Art 1	25.00
	Drawing 1	15.00
	Painting 1	15.00
	Digital Photography	15.00
Foreign Language	French 1	15.50
Workbooks	French 2	15.50
	Spanish 1	17.75
	Spanish 2	6.60
	Spanish 3	6.60
Music	Chorale	20.00
	Choir	10.00
	Band Uniform Fee	50.00
Credit Recovery	Credit Recovery (during school) \$50.00 per half credit/per class/per semester	50.00
	Credit Recovery Summer \$100.00 per half credit/per class/per semester	100.00
Physical Education	Skating - PE and Reg Ex. Condition	9.00
Parking Permit		20.00
Athletic Pay to Play	Athletes (7-12)	50.00

LOAN REPAYMENT AGREEMENT BETWEEN THE MARLINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND THE CITY OF ALLIANCE

This Loan Repayment Agreement (“Agreement”) is entered into by and between the Marlinton Local School District Board of Education (“Marlinton”), located at 10320 Moulin Avenue, Alliance, Ohio 44601, and the City of Alliance (“Alliance”), located at 470 East Market Street, Alliance, Ohio 44601, on this ___ day of _____, 2020 (the “Effective Date”). (The parties to this Agreement are referred to collectively herein as the “Parties”).

BACKGROUND INFORMATION

I. On November 7, 2016, the Parties entered into a Water Service Agreement (attached hereto as Exhibit 1), where they agreed that Alliance will provide Marlinton with potable water services via the design and construction of a water main line (the “Project”), and Marlinton will be responsible for its portion of the Project Costs (as defined in Section 3 of the Water Service Agreement) at the conclusion of the Project.

II. In order to have funds to complete the Project, Alliance applied for and received a loan from the Ohio EPA (the “Loan”) with a principal balance of \$1,496,368.80.

III. The Parties acknowledge that the Project is now complete.

IV. The Ohio EPA has forgiven \$741,878.40 of the Loan, leaving a principal balance of \$754,490.40 (the “Unforgiven Balance”).

V. Alliance has agreed to make semi-annual payments on January 2 and July 2 of each year for 30 years beginning January 2, 2019 to the Ohio EPA on the Unforgiven Balance of the Loan at zero percent (0%) interest.

VI. The Parties now desire to set forth their mutual agreement and understanding as to Marlinton’s repayment of its Project Costs to Alliance, as contemplated by Section 5.4 of the Water Service Agreement.

STATEMENT OF AGREEMENT

Therefore, the Parties hereby agree as follows:

1. Based on Marlinton’s Project Costs set forth in Section 3 of the Water Service Agreement, Marlinton is responsible for 58.06% of the Unforgiven Balance of the Loan, which is equal to \$438,057.13 (“Marlinton Unforgiven Balance”).

2. No interest shall accrue on the Marlinton Unforgiven Balance of the Loan.

3. As of the Effective Date of the Agreement, Alliance has made 3 payments to the Ohio EPA, resulting in Marlinton owing Alliance \$21,902.85 of the Marlinton Unforgiven Balance, on or before June 30, 2020.

4. For the remaining portion of the Marlinton Unforgiven Balance, Marlinton will make semi-annual payments on January 2 and July 2 to Alliance in the amount of \$7,300.95, beginning on July 2, 2020 and ending on July 2, 2048.

5. The Parties understand that the Ohio EPA has not yet closed out the Project, and when this close-out occurs, the amount of the Unforgiven Balance of the Loan will be adjusted to reflect the amount of funds actually used by Alliance for the Project. Such adjustment will result in the amount of each Party's payment also being proportionally adjusted based on their respective Project Costs, as set forth in Section 3 of the Water Service Agreement. Alliance shall notify Marlinton when it becomes aware of the Ohio EPA's close-out of the Project.

6. If Marlinton chooses to pay off the Marlinton Unforgiven Balance to Alliance prior to July 2, 2048, there shall be no penalty for doing so.

7. Marlinton and Alliance agree that if there are any further loan forgiveness amounts issued on this Project from the Ohio EPA to the City of Alliance during the term of this loan, the Marlinton Unforgiven Balance will be reduced based on Marlinton's percentage of the Unforgiven Balance as provided in Paragraph 1 of this Agreement.

8. This Agreement shall be interpreted in accordance with the laws of the State of Ohio without regard to conflict of laws provisions.

9. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

In witness whereof, the Parties have entered into this Agreement effective as of the date first set forth above.

CITY OF ALLIANCE:

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

By: _____

By: _____
Joe Knoll, Superintendent

By: _____

By: _____
Kathryn Brugger, Treasurer

CERTIFICATE OF FUNDS
(ORC Sections 5705.41 and 5705.44)

The undersigned, Treasurer of the Marlinton Local School District Board of Education, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement for the fiscal year ending June 30, 2020, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: _____

Marlinton Local School District Board of Education

Kathryn Brugger, Treasurer
Marlinton Local School District Board of Education



Acellus Learning System

Acellus Quote

SCHOOL

Additional information can be found here: <https://www.acellus.com/schools/>



Please look over the information provided below carefully. Please do not activate this Quote unless local funds are available to cover the amount to be paid by the school.

Date of Approval: 05/13/2020
Quote Number: 901163

Senior Acellus Coordinator: [Elizabeth Cherry](#)

PREPARED FOR:

[Edit](#)

Requested By: Carole Sutton - Asst. Superintendent
School: Marlinton Local School District
District: Marlinton Local School District
Contact: Mrs. Carole Sutton - Asst. Superintendent **Phone:** (330) 823-7458 **Email:** c_sutton@marlingtonlocal.org

BILLING ADDRESS:

[Edit](#)

Carole Sutton - Asst. Superintendent
Marlinton Local School District
10320 Moulin Avenue NE
Alliance, OH 44601
USA

Phone: (330) 823-7458
Email: c_sutton@marlingtonlocal.org

SHIPPING ADDRESS:

[Edit](#)

Carole Sutton
Marlinton Local School District
10320 Moulin Avenue NE
Alliance, OH 44601
USA

Phone: (330) 823-7458

QTY	DESCRIPTION	PRICE	EXTENDED PRICE
225	Acellus Virtual School License \$100/student <ul style="list-style-type: none"> \$10,000 minimum required to set up a Virtual School program. Each Master License allows a student to enroll in up to 6 courses. Licenses valid until June 30, 2021 	\$ 100.00	\$ 22,500.00
2	Acellus Teacher Quick-start Training \$100 <ul style="list-style-type: none"> Quick-start Training for teachers of Acellus classes via video conference webinar 	\$ 100.00	\$ 200.00

International Academy of Science is the Sole Source for these items. Terms & Conditions

Amount to be Paid by School: \$ 22,700.00

Upon activation of this quote, an invoice will be sent to the billing address above and any equipment will be scheduled for delivery to the school. Items may be returned within 30 days of receipt at school's expense, and are subject to a 10% restocking fee.

ACTIVATED BY:

NAME:	TITLE:	EMAIL:
-------	--------	--------

SHIPMENT AUTHORIZATION:

- Shipment authorized upon activation of this quote: No purchase order required.
- Purchase order required before shipment.

PO NUMBER:

Accept and Activate this Quote

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SecondLifeMac

Ben Davis
 Marlinton Local School District
 10320 Moulin Ave NE
 Alliance, Ohio 44601
 United States
 b_davis@marlingtonlocal.org
 330-821-4278

Megan Finnegan-Ratliff
 Second Life Mac
 7603 New Gross Point Road
 Skokie, Illinois 60077
 United States
 megan@secondlifemac.com
 (614) 562-9575

Created Date 5/11/2020
 Expiration Date 5/30/2020
 Pick-up Deadline 9/25/2020

Quote Number 00000430

Product	Quantity	Buy Price	Total Price
MacBook Air "Core i5" 1.6 11" (2015) - MJVM2LL/A	750	\$300.00	\$225,000.00
iPad Air 1st Gen (16GB)	350	\$67.00	\$23,450.00
Early Signing Additional Payment	1	\$1,000.00	\$1,000.00
Total Price			\$249,450.00
Minimum Guarantee			\$174,650.00

Guarantee

This quote is guaranteed until 9/25/2020 when signed on or before 5/30/2020.

Payment issued within 60 days of product arriving at Second Life Mac's facility.

The Minimum Guarantee reflects the minimum payment amount that will be paid regardless of results from grading. Should the audit results reflect a higher payment than the Minimum Guarantee, Second Life Mac will make an additional payment. Any additional deductions, such as chargers, will apply below the Minimum Guarantee.

Pick-Up and Shipping

All on-site labor, shipping, transportation, and supplies included at no additional cost.

Deductions

All units quoted at Grade A Prices. Grade B - 10%, Grade C - 25%, Grade D - 50%, Grade F - 90%

All locked units that cannot be unlocked will have 100% deduction and recycled responsibly.

WAIVED - Missing, damaged, or non-functioning iPad charging cable - \$4

WAIVED - Missing, damaged, or non-functioning iPad OEM power brick - \$5

WAIVED - Missing, damaged, or non-functioning Mac laptop OEM power adapter - \$30



SecondLifeMac

Terms

All devices must be removed from any MDM software, EFI, DEP and iCloud accounts.

All units arriving at our facility and/or remain locked 30 days after 9/25/2020, a 10% deduction will apply and continue to apply every 30 days thereafter.

By signing below, you have reviewed and accepted the above quote submitted by Second Life Mac for the purchase of the listed Apple equipment and acknowledge that they will form part of and be incorporated into this agreement through its completion. Ownership of devices transfers to Second Life Mac once devices shipped or are picked up by Second Life Mac pick-up personnel.

Signature: _____ Date: _____

SecondLifeMac

Our Grading Scale.

iPad	
A = 100%	Like New condition. No blemishes.
B = 90%	Light signs of wear including 1 or 2 minor blemishes on exterior of device. LCD has no white spots.
C = 75%	Normal signs of wear including usual scratching on back of device and around all ports. Corners may have light dings and screen may have scratching (no deep scratches). LCD will not have any noticeable white spots.
D = 50%	Heavy signs of wear including heavy scratching on the exterior of the device, dings on up to 4 corners, and deep scratches on the screen. Screen may be slightly lifted.
F = 10%	Has a functional defect and/or extreme cosmetic damage. Defective components include: Screen, LCD, Volume Buttons, Microphone, Speaker, Power/Home Buttons, Headphone Jack, Battery, Wi-Fi Cable, Camera, Charging Port. Condition will vary.

Mac	
A = 100%	Like New condition. No blemishes.
B = 90%	Light signs of wear including 1 or 2 minor blemishes on exterior of device. Screen is free of pressure marks. LCD has no white spots.
C = 75%	Normal signs of wear on exterior of device and around ports. Corners may have light dings and screen may have scratching (no deep scratches). LCD will not have noticeable white spots, may have light pressure marks on screen.
D = 50%	Heavy signs of wear including excessively bent corners, scratches/dents on the exterior and possible deep scratches/pressure marks on the screen. LCD may have white spots/dead pixels.
F = 10%	Has a functional defect and/or extreme cosmetic damage. Defective components include: Screen, LCD, Headphone Jack, Ports, Trackpad, Battery, Logic Board, Hard Drive, Camera, Speaker, Keyboards/Missing Keys, Wi-Fi Cable. Condition will vary.



Touchless Trade-In™

Introducing a drive-thru drop-off program with proprietary technology that enables the collection of devices for a fleet refresh—all while maintaining safe social distancing between students, parents and administrators.

EVENT ANNOUNCEMENT

Through an automatic text and/or email, students are notified of the *Touchless Trade-in* event date, time and location.



STUDENT VERIFICATION

The students confirm name, grade and the unique identifier of the devices they are returning.



INDIVIDUAL QR CODE

After responding, students instantly receive a confirmation message that includes a QR code and details next steps.



DRIVE-THRU DROP OFF

The day of the event, students or parents drive to the designated location and show their QR codes. Codes are scanned by a Second Life Mac technician wearing protective gear. This approves the removal of students' devices from the school's Device Enrollment Program (DEP).



Next, the student or parent drives up to a specially designed drop-off box and safely places the device inside. No one else will be near the box, and the only objects that students or parents touch are their own devices.

SEAL AND TRANSPORT

Once a drop-off box is full, a Second Life Mac technician securely seals it and replaces it with an empty carton. Immediately following the event, the boxes are transported to the secure Second Life Mac warehouse.



FROM AUDIT TO PAYOUT

In the warehouse, the devices are sanitized, audited, refurbished and prepared for re-sale. Schools swiftly receive a grading report and payout from Second Life Mac. Please see your bid estimate for exact terms.



SecondLifeMac

Our Data Erasure Policy and Procedure.

SecondLifeMac understands that data security is of utmost importance to all of our customers. The successful removal of all user data requires the highest standards in software and processes. To ensure that sensitive customer information is not exposed during or after our audit process, we have partnered with [Blancco Technology Group](#), a leading global provider of mobile device diagnostics and data erasure. Compliant with all state, federal and international data privacy regulations and guidelines, including DoD 5220.22 M, NIST 800-88 and NISD, our state of the art erasure software meets the most accurate erasure standards.

Data Sanitization is the process of deliberately, permanently and irreversibly removing or destroying the data stored on a memory device to make it unrecoverable. By overwriting the data on the storage device, the data is rendered unrecoverable. There are three methods to achieve Data Sanitization: Physical Destruction, Cryptographic Erasure and Data Erasure. Data Erasure, or the software overwrite of data, is the method primarily used by SecondLifeMac.

All equipment received by SecondLifeMac is handled by authorized personnel and stored in a secure, monitored and locked facility. The facility is monitored by security cameras and a Brinks alarm system. A SecondLifeMac employee destroys data on all hard drives received according to the following procedures:

- 1x data overwrite: BMDE software (Blancco Mobile Device Erasure) was used on mobile electronic devices to overwrite all addressable storage and indexing locations on the drive one time with zeros (0x00) and then verified.
- NIST 800-88 Purge: BDE Software (Blancco Device Erasure) was used on hard drives to overwrite all addressable storage and indexing locations including Host Protected Areas (HPA's) and random characters, and then verified.

Once all data is removed from the devices, the Data Erasure software produces a tamper-proof certificate containing information that the erasure has been successful and written to all sectors of the device, along with data about the device and standard used. We have designed our audit process in this manner to ensure that no device ever leaves our facility with client information remaining on the device.

In the event of extreme cosmetic damage and physical destruction of the device and/or hard drive being required, we partner with local Chicago-based recycling service, Kuusakoski Recycling, an R2 Standard, e-Stewards, OHSAS 18001 Health and Safety, ISO14001 and ISO 9001 Quality Certified company. In addition to these certifications, Kuusakoski Recycling works in compliance with Sarbanes-Oxley, Gramm-Leach- Bliley (GLB) and Health Insurance Portability and Accountability Act (HIPAA) requirements.

Upon completion of the audit process, SecondLifeMac can provide a certificate of data erasure acknowledging the removal of all user data from received devices. Any specific requests not outlined above can be accommodated.



SecondLifeMac

Our References.

Leah Sparks
Executive Director of Technology
Kanawha County Schools (WV)
200 Elizabeth Street
Charleston, WV 25311
304-348-6116
25,000 students, 19,976 devices = \$3,085,085

Jason Genovese
Oracle Technology Director
Garland Independent School District (TX)
410 Stadium Drive Garland, TX 75040
JEGenove@garlandisd.net
214-701-0426
56,471 students, 5,300 devices = \$1,158,000

Amy Arbogash
Director of Technology
Verona Area School District (WI)
700 North Main St.
Verona, WI 53593
5,658 students, 5500 devices = \$721,011

Russ Vander Mey
Director of Technology
Barrington School District 220 (IL)
515 W Main Street
Barrington, IL 60010
rvandermey@barrington220.org
847-842-3563
9,000 students, 6,927 devices = \$564,534

Mike Dronen
Executive Director of Technology
Minnetonka ISD 276 (MN)
5621 County Road 101
Minnetonka, MN 55345
mike.dronen@minnetonkaschools.org
952-401-5078
10,700 students, 5,810 devices = \$796,897

Jeremy Davis - Fullerton School District (CA)
1401 W Valencia Drive
Fullerton, CA 92833
jeremy_davis@myfsd.org
714-447-7478

Stacy Parr - Springfield City School District (OH)
651 E Home Road
Springfield, OH 45503
parr@scsdoh.org
937-505-4351

Rich Boettner - Hilliard City School District (OH)
2140 Atlas Street
Columbus, OH 43228
rich_boettner@hboe.org
614-921-7032

Kim Trojanowski - School District of Waukesha (WI)
222 Maple Avenue
Waukesha, WI 53186
ktrojano@waukesha.k12.wi.us
262-970-1057

Peter Robinson - Auburn School Department (ME)
60 Court Street
Auburn, ME 04210
probinson@auburnschl.edu
207-784-6431 Ext. 1020

Joe Leacu - Mendon-Upton Regional Schools (MA)
150 North Avenue Mendon, MA 01756
jleacu@mursd.org
508-634-1585

Phil Liebrecht - Ayersville Local Schools (OH)
28046 Watson Road
Defiance, OH 43512 pliebrecht@ayersvillepilots.org
419-308-1647



SecondLifeMac

Our Team.



Scott Pauga | CEO and Founder

Scott founded SecondLifeMac as a solution for schools and businesses to recoup the value in their pre-owned Apple devices. A serial entrepreneur, Scott also founded My Fav Electronics, an online retailer of new and gently used consumer electronics with more than 400,000 customers worldwide.



Paula Currie | Vice President of Procurement

Paula is a 10-year veteran of Apple Inc., where she was a trusted expert on digital learning and 1:1 technology. Her goal is to ensure that all clients in Enterprise and Education achieve sustainable technology budgets and get the highest return on their pre-owned Apple devices.



Megan Finnegan-Ratliff | Director of Procurement

Megan has nearly 20 years of experience, including 12 years with Apple Inc, working with K-12 schools to ensure students have the best learning environment. She works directly with K-12 schools to get them the highest return on investment for their pre-owned Apple devices. She currently lives in Columbus, OH.



Joseph Lee | Director of Procurement

Joe enjoyed a 15-year career at Apple Inc., with 10 years spent in Apple Education prior to joining SecondLifeMac. Working with K-12 and Higher Education, Joe was consistently ranked among Apple's top 10 sales executives in the country. Prior to joining SecondLifeMac, Joe was a Commercial Account Executive with Salesforce.



Craig Melissare | Director of Procurement

Craig was an Account Executive with Apple Inc. for 5 years prior to joining SecondLifeMac. At Apple, Craig was successful in partnering with schools on several 1:1 iPad and Mac initiatives. He was recognized at Apple for his ability to collaborate cross-functionally to meet the needs of schools.



SecondLifeMac

Our Team.



Matt Hannegan | Director of Procurement

Matt is a seasoned Enterprise and Education technology sales executive. Matt spent 10 years at Apple Inc., where he was responsible for \$190M in Apple sales. At Apple, he grew and managed an \$18M annual territory, with a focus on 1:1 mobile learning. Matt also held senior sales positions for several enterprise companies.



Scott Henry | Procurement Manager

Scott was an Apple Education Account Executive for 15 years before joining SecondLifeMac. At Apple, Scott worked with K-12 and Higher Education school leaders to create engaging learning environments. He exceeded sales quota every year while more than doubling his territories annually.



SecondLifeMac

Case Study: Downers Grove, IL



Background

Located in west suburban Chicago, Downers Grove Grade School District 58 is comprised of 13 schools totaling approximately 5,200 students in grades Pre-K through 8. In 2014 the district adopted a 1:1 technology approach to education, providing students with iPad minis for use in the classroom and at home.

Challenge

James Eichmiller, the Assistant Superintendent Technology and Learning for the district, understands that Apple devices at the end of their service still maintain significant residual value. When it was time to refresh devices, he found a buyback company to purchase them, but ended up disappointed.

“We tend to keep our devices for a long time, so we anticipated a low buyback offer,” said Eichmiller. “The process also was slow and there were audit discrepancies.”

When it was time to go through the process again, Eichmiller talked with a number of buyback companies for an inventory of approximately 4,300 iPad Mini 1st Generation devices. This time, Eichmiller had three criteria for the buyback company that would get his business: the best price, a flexible process, and trust that the company will honor its commitment and is grading the devices fairly.

Solution

The Downers Grove district selected SecondLifeMac because they provided a minimum guarantee that beat all other companies, they were able to meet the district’s buyback timeline, and they delivered transparency into the grading of each device.

The process for Eichmiller was painless. The company’s white glove service meant that SecondLifeMac packers arrived at the school, inventoried and packed devices, then transported them back to the SecondLifeMac facility for grading and processing.

“I didn’t even need to be on site for this,” said Eichmiller. “We had all the devices in one room and a staff member let the packers in. They worked quietly and then were gone.”

Outcome

Within a few weeks, the Downers Grove district received a check from SecondLifeMac, which went into the district’s revenue account.

“I had already budgeted for the sale of the devices and the purchase of new devices,” said Eichmiller. “We were thrilled that SecondLifeMac came in above what we anticipated.”

Eichmiller recommends doing homework before working with a buyback company to ensure they are a good fit with the district, will honor their estimate, and will provide transparency into how they are grading the devices.

“Schools are at the mercy of buyback companies because we turn over our assets with the intention of being paid,” said Eichmiller. “It’s crucial that they have an open and transparent grading process. SecondLifeMac provided that and gave us the highest payout.”

Eichmiller also suggests doing research beyond talking with references, including networking with other tech directors. “Every company will give you a good reference, but tech directors will be able to share what happens when things don’t go as planned,” said Eichmiller.

For example, when Eichmiller notified one buyback company that they didn’t get his business, they contacted the school board with false information about the buyback company that was selected.

“This is the kind of information that won’t come out when speaking with company provided references,” said Eichmiller.



SecondLifeMac

Case Study: Auburn, ME



Background

The city of Auburn is the fifth largest city in Maine, and is situated in the state's second largest metropolitan area. With more than 3,600 students in 10 pre-k through 12 schools, the Auburn School Department is among the most technically advanced in the state. Participating in the Maine Learning Technology Initiative (MLTI), the department boasts a 1:1 technology environment for its middle and high school students.

In 2011, Auburn schools began offering 1:1 iPads to the current kindergarten class, and then funded 1:1 for each subsequent kindergarten class until the budget ran out in 2014. Students now share the devices.

Today, Auburn schools have approximately 2,700 devices, including 1,200 iPads used in grades K-6, and 1,500 MacBook Airs acquired through the state's 1:1 initiative for grades 7-12.

Challenge

In order to provide technology devices to as many students as possible, the Auburn School Department found itself in a cycle of using devices until they stopped working. After the MLTI lease ended on a fleet of MacBooks, the technology department bought the devices and then would repair them until they couldn't be repaired anymore. At that point, the devices would be used for parts. A similar approach was used for iPads.

"Our history was that we would use devices until they were worthless, and then recycle them for pennies apiece. We needed a different model that would provide our students reliable and updated technology so they had the best learning environment," said Peter Robinson, technology director of Auburn School Department.

Robinson and his team adopted an approach where devices would be leased and refreshed every three to four years, ensuring that students had current devices and software, while also reducing the number of repairs needed.

At the end of the lease, the Apple devices still had considerable value so they contracted with a device

buyback company that didn't deliver on the agreed upon price and handled their devices roughly.

Solution

When it was time for the next refresh, Robinson solicited information and quotes from five different buyback companies. One company—SecondLifeMac—sent a buyback expert out to do a pre-assessment of the schools' devices, and then based the quote on the information gathered during that visit.

"The quote wasn't the highest and it wasn't the lowest, and that wasn't a bad thing," said Robinson. "We felt the high quote was unrealistic and the low quote was really low. We were impressed that SecondLifeMac was trying to do the right thing and guaranteed the price they quoted."

To conduct the refresh, SecondLifeMac sent Auburn School Department all the packing materials needed, along with shipping labels. Robinson's team simply removed the "Find my iPad" information and activation lock from each device, slipped them into the protective packaging and sealed the boxes. SecondLifeMac arranged for pick up of the devices.

Outcome

SecondLifeMac purchased 1,800 iPads, and the Auburn School Department was so pleased with the service that they did a second trade-in with a number of MacBooks. The buyback took just a few weeks from start to finish, and the department had the funds in time to buy down the lease on a new fleet of 1,200 6th generation iPads.

Going forward, the Auburn School Department will still need to get proposals from multiple buyback companies when it's time to refresh again. However, Robinson said he would have to be very impressed to switch from SecondLifeMac.

"SecondLifeMac's customer service was terrific, and they paid what they promised to pay," said Robinson. "There were no surprises and no glitches."



"EXHIBIT II"

Amended Legal Counsel and Services Resolution:

The Marlinton Local School District Board of Education ("Board") hereby amends May 11, 2020 Resolution No. 133.20 to the extent it is inconsistent with the instant Amended Resolution.

The Board further hereby vacates January 13, 2020 Resolution No. 40-20, February 6, 2020 Resolution No. 66-20, February 20, 2020 Resolution No. 81-20, and any conflicting board resolutions regarding the use of legal counsel and services. Nothing in this Resolution precludes the Treasurer from paying any attorney or law firm for the proper provisions of legal services provided to the Board on or before May 11, 2020.

Effective May 11, 2020, the law firm of McGown & Markling Co., L.P.A. ("McGown & Markling") shall serve as general counsel and lead legal adviser for the Board with respect to all law related matters as directed to McGown & Markling by the Superintendent/CEO, Treasurer/CFO, Board President, and/or Board pursuant to the March 5, 2020 engagement letter, **a copy of which is attached hereto and incorporated herein as Exhibit A.** A copy of this Amended Resolution shall immediately be sent to McGown & Markling by the Treasurer/CFO.

Effective May 11, 2020, the Prosecuting Attorney of Stark County ("Prosecuting Attorney") shall be secondary legal adviser for the Board with respect to all law related matters as directed to the Prosecuting Attorney by the Superintendent/CEO, Treasurer/CFO, Board President, Board, and/or McGown & Markling pursuant to R.C. 3313.35 and applicable laws. A copy of this Amended Resolution shall immediately be sent to the Prosecuting Attorney by the Treasurer/CFO.

Effective May 11, 2020, the law firm of Bricker & Eckler LLP ("Bricker & Eckler") shall only serve as construction counsel and NEXUS pipeline counsel for the Board with respect to construction and NEXUS pipeline related matters as directed to Bricker & Eckler by the Superintendent/CEO, Treasurer/CFO, Board President, Board, and/or McGown & Markling pursuant to the May 11, 2020 engagement letter, **a copy of which is attached hereto and incorporated herein as Exhibit B.** A copy of this Amended Resolution shall immediately be sent to Bricker & Eckler by the Treasurer/CFO.

Effective May 11, 2020, Attorney Robert M. Morrow of the law firm of Lane Alton (collectively, "Lane Alton") shall only serve as property valuation counsel for the Board with respect to property valuation matters dealing with Tax Year 2019 and prior tax years as directed to Lane Alton by the Superintendent/CEO, Treasurer/CFO, Board President, Board, and/or McGown & Markling pursuant to the May 14, 2020 engagement letter, **a copy of which is attached hereto and incorporated herein as Exhibit C.** A copy of this Resolution shall immediately be sent to Lane Alton by the Treasurer/CFO.

Effective May 11, 2020, any and all attorney relationships including, but not limited to, legal services, labor and employment, and negotiations, with Mary Jo Emily Slick (aka Attorney Mary Jo Shannon Slick) and/or the Stark County Educational Service Center Governing Board (collectively, "ESC") is hereby terminated and the ESC is hereby directed to immediately

transition any and all legal files and outstanding legal matters to McGown & Markling. A copy of this Resolution shall immediately be sent to the ESC by the Treasurer/CFO.

Effective May 11, 2020, any and all attorney relationships with Peters, Kalail & Markakis Co., L.P.A. ("PKM") is hereby terminated and PKM is hereby directed to immediately transition any and all legal files and outstanding legal matters to McGown & Markling. A copy of this Resolution shall immediately be sent to PKM by the Treasurer/CFO.

Effective May 11, 2020, any and all attorney relationships with the Riley Law Firm is hereby terminated and the Riley Law Firm is hereby directed to immediately transition any and all legal files and outstanding legal matters to McGown & Markling. A copy of this Resolution shall immediately be sent to the Riley Law Firm by the Treasurer/CFO.

Effective May 11, 2020, any and all attorney relationships with any attorneys and law firms not identified in this resolution is hereby terminated and such attorneys and law firms are hereby directed to immediately transition any and all legal files and outstanding legal matters to McGown & Markling. A copy of this Resolution shall immediately be sent to such attorneys and law firms by the Treasurer/CFO.

McGown | Markling
ATTORNEYS AT LAW

ENGAGEMENT LETTER

This engagement letter ("Agreement") confirms that the law firm of McGown & Markling Co., L.P.A. ("Firm") agrees to represent the Marlinton Local School District Board of Education ("Client") with respect to education law related matters as directed to the Firm by the Superintendent/CEO, Treasurer/CFO, Board Members, and/or Board designees only. The client is always the Marlinton Local School District Board of Education only.

- A. Nothing in this Agreement limits the ability of the Client to obtain legal services from additional attorneys and/or law firms.
- B. **Professional Services Engaged: What the Firm Shall Do**
1. The Firm accepts such employment and agrees to undertake your legal representation in connection with education related matters and to do and perform all other acts which, in our professional judgment, are necessary or appropriate for the protection of your interests.
 2. McGown & Markling is very proud to remain among the select few law firms to receive a Tier 1 Ranking by U.S. News – Best Lawyers® "Best Law Firms" in "Education Law" for every year since the ranking began. The rankings are based on a rigorous evaluation process that includes thousands of clients, highly skilled lawyers, and law firm representatives. The Client's primary contact shall be Matthew John Markling, who has consistently been selected as one of The Best Lawyers in America® in the practice area of Education Law and has earned the prestigious distinction of being renowned as an Ohio State Bar Association Certified Specialist in Labor and Employment Law.
 3. Our comprehensive education law practice encompasses public finance, labor and employment, special education, taxation, real estate, litigation, intellectual property, environmental and regulatory law. Our team of attorneys is experienced in every facet of education law including, but not limited to, arbitration, board organization/operations/bylaws/policies, collective bargaining, construction, employment laws, labor relations, acquisition and disposition of property, litigation, special education law, student rights and responsibilities, and territory transfers.

C. **Professional Service Fees - School Law HotlineSM:** As part of the *School Law HotlineSM*, the Firm shall provide the Client with five (5) pro bono hours of legal services per school year. These five (5) pro bono hours may be used for any purpose including, but not limited to, special education, pupil services, school finance, governance, labor and employment, collective bargaining, in-services, and general matters. Any additional hours billed beyond the five (5) pro bono hours per school year, shall be billed at a blended hourly rate of \$285 (rounded up to the nearest tenth of an hour) as compared to the Firm's regular rates of up to \$385 and \$600 per hour which may be billed to the Firm's other clients.

D. **Expenses**

1. In addition to the above hourly rate, the Firm shall charge for items incidental to the performance of our legal services, such as photocopying, messengers, travel expenses at IRS rates, postage, specialized computer applications, and filing fees. These charges shall be itemized on the Firm's invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, and consultants) shall be the responsibility of, and billed directly to, the Client.
2. If the Firm believes that the presence of a Firm attorney at the Client's office is required in order to provide legal services on a matter, the time traveled to and from the Client's office shall not be billed to the Educational Institution, but travel expenses shall be billed at IRS rates.

E. **Billing Procedures/Statements:** The Firm shall issue bills and statements to the Client on a regular basis as determined by the Firm (e.g., monthly, quarterly, etc.). Each such bill shall include an itemization of attorney hours expended, as well as costs and expenses advanced on the Client's behalf. As these bills and statements may constitute a public record, such bills and statements shall be general in an attempt to preserve the attorney-client privilege, therefore, any specific questions regarding any bills and statements should immediately be directed to the Firm for clarification. Payment of each invoice is due upon receipt of the statement. No service is ever provided in violation of R.C. 3313.203 or applicable laws.

F. **Termination**

1. This Agreement shall be ongoing unless either the Client or Firm terminates the representation.
2. This Agreement shall be ongoing unless the Client terminates this Agreement, which may be for any or no reason, by providing written notice to the Firm, and such notice shall be effective when received by the Firm. Unless mutually agreed between the Client and the Firm, the Firm shall not provide further service under this Agreement after the notice is received. The Client shall provide the Firm with

such consents, approvals, or acknowledgement as the Firm may reasonably request to confirm the end of its representation of the Client.

3. The Firm may terminate this Agreement if, in the Firm's sole judgment, the Client has failed to fulfill one of its material obligations under this Agreement, for other good cause, or for any other reason authorized by law (including Ohio's Rules of Professional Conduct). If the Firm determines that it formerly represented or currently represents another client whose interest's conflict or are likely to conflict with the Client's interests, the Firm reserves the right to terminate this Agreement. The Client shall provide the Firm with such consents, approvals, or acknowledgement as the Firm may reasonably request to confirm the end of its representation of the Client.
 4. In the event of termination, the Firm shall take steps, to the extent reasonably practicable, to protect the Client's interests, such as surrendering papers and property to which you may be entitled. The Firm may retain papers relating to the engagement to the extent permitted by law.
- G. **Record Retention:** Once this engagement is complete, the Firm shall arrange to return any records the Client has provided relating to the engagement if the Client so requests. In that situation, the Firm may make copies, at its expense, of any of those records.
- H. **No Guarantees or Warranties of Success:** While it is impossible to guarantee any specific results, the Firm is honored to have the opportunity to represent the Client and can assure the Client that the Firm shall represent the Client as vigorously, diligently and expeditiously as possible. If the Client has any questions regarding any aspect of the Firm's representation at any time, please immediately contact the Firm directly.
- I. **Attorney-Client Privilege:** Attorney-client privilege applies to all communications, whether it is in a written, oral, and/or other format. This privilege only belongs to Marlington Local School District Board of Education as the client.

I trust that this letter adequately reviews and explains our understanding of the nature of the Marlington Local School District Board of Education's engagement of our professional services and our fee arrangement.


Sincerely,

McGown & Markling Co., L.P.A.

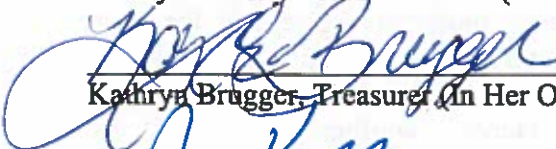


Matthew John Markling

FOR THE MARLINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:



Carolyn Gabric, Board President (In Her Official Capacity Only)*



Kathryn Brugger, Treasurer (In Her Official Capacity Only)*



Joe Knoll, Superintendent (In His Official Capacity Only)*

Authorized Pursuant to Board Resolution No. 88.20
* This Agreement has no legal effect absent Board approval.

MARLINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES

We certify that the Marlington Local School District Board of Education has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Marlington Local School District Board of Education to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Carolyn Gabric, Board President (In Her Official Capacity Only)

Kathryn Brugger, Treasurer (In Her Official Capacity Only)

Joe Knoll, Superintendent (In His Official Capacity Only)



May 11, 2020

VIA E-MAIL

COLUMBUS | CLEVELAND
CINCINNATI | DAYTON
MARIETTA

BRICKER & ECKLER LLP
100 South Third Street
Columbus, OH 43215-4291
MAIN: 614.227.2300
FAX: 614.227.2390

www.bricker.com
info@bricker.com

Rebecca C. Princehorn
614.227.2302
rprincehorn@bricker.com

Kathryn Brugger, Treasurer/CFO
Marlington Local School District
10320 Moulin Ave NE
Alliance, OH 44601

Re: Terms of Engagement – Construction and NEXUS Pipeline Matters

Dear Kathryn:

We are pleased that the Marlington Local School District, Stark County, Ohio (the "District") has asked Bricker & Eckler LLP to represent it with respect to Construction and NEXUS Pipeline matters currently. Any additional matters in the future shall be as specifically determined by the District.

Scope of Representation

One of the purposes of this letter is to set forth the nature of our engagement and the terms and conditions of our representation of the District. I will be the representative of our firm primarily responsible for representing the District's interests on these matters. Please note, however, that Bricker & Eckler prides itself in providing service as a team, and, as such, I will retain the discretion in the exercise of my professional judgment to assign portions of the work to attorneys and assistants who are best able to handle particular aspects of the representation on a cost efficient basis. However, while I may refer certain matters to other attorneys and assistants based on their individual knowledge and experience, I will continually maintain primary responsibility for making sure that each question is thoroughly and efficiently addressed by the attorney or assistant to which such matter is assigned.

Billing Arrangement

We render our statements on a monthly basis, and we find that most clients appreciate receiving statements every month. The statements break out the disbursements incurred on your behalf. Disbursements include long distance telephone charges, delivery charges, reproduction costs, fax charges, filing fees, travel expenses and other related costs incurred in the performance of our services. Our Firm's policy regarding disbursements and other matters is attached to this letter as Exhibit A. In some circumstances, we will also charge for secretarial overtime when documents must be produced under unusual time constraints.

The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and assistants involved. We believe our hourly billing rates for attorneys and assistants are competitive with other major firms in the Columbus and Ohio markets. Depending upon the special expertise and amount of experience involved, our institutional hourly rates range from \$575 per hour for our most experienced partners to \$230 per hour for our most junior lawyers. Our hourly rates for assistants range from \$185 to \$225 per hour, again depending upon the expertise and experience of those involved. These hourly rates are subject to change from time to time without notice.

May 11, 2020

Conflicts

Relative to conflict matters, we will perform a conflict check for each specific project with which we assist the District. Because of our vast and diverse representation of many other clients in and around the State of Ohio, including, but not limited to, public entities, banks, financial institutions, lenders, developers, and real estate sellers and buyers, it is possible that in the future, a dispute may arise between you and another client that we represent, or a transaction in which your interests do not coincide with those of another client that we represent, and we reserve the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to the work described in this letter, even if the interests of such clients in other matters are directly adverse to you.

In order to distinguish those instances in which you consent to our representation of such other clients from those instances in which your consent is not given, you have agreed, as a condition to our undertaking this engagement, that during the period of this engagement we will not be precluded from representing clients who may have interests adverse to yours so long as (1) such adverse matter is not substantially related to our work with the District, (2) our representation of the other client does not involve the use, to the disadvantage of you, of any of your confidential information that we have obtained as a result of our representation of you, and (3) we reasonably believe we will nonetheless be able to competently and diligently serve both you and the other client on the different matter. Our representation of the District on the work outlined in this letter will not disqualify us from continuing our representation of any financial institutions including undertaking the closing of new loans for existing or new clients. Please understand that, by executing this engagement letter, you are waiving any right to object to such representation now or in the future.

We specifically reserve the right to withdraw from representation if we feel that we cannot properly represent your interests. Likewise, should we at any time during the representation, even after the conflicts check, determine that representation of your interests would conflict with our previous representation and/or previous relationship with other clients relative to your matter, we do reserve the right, after discussion with you, and at our sole discretion, to withdraw from representation of your interests, or refer that particular matter out to other counsel to handle.

Our firm is very sensitive about ethical concerns, and we always want to make sure that our clients understand the ramifications of our representation. Please rest assured that we will not undertake a matter that is adverse to your interests and for which a waiver is required without first consulting with you.

Other Matters

We understand that our client for purposes of this representation is the District, and not any of their individual officer holders or staff members. If the District would wish to retain our services for a particular matter on terms different from those discussed in this letter, we would prepare an additional letter similar to this one; absent any other special arrangements, all other work done by us would be on the same terms and conditions set forth herein.

Closing

If the terms of this representation are agreeable to you, please have the appropriate person sign the enclosed duplicate copy of this letter and return it to me.

Bricker & Eckler
ATTORNEYS AT LAW

May 11, 2020

Again, we would like to express our appreciation for asking us to serve the District. We look forward to being of service to you.

Very truly yours,

AGREED:

BRICKER & ECKLER LLP

Marlington Local School District
Stark County, Ohio

By: Rebecca C. Princehorn
Rebecca C. Princehorn, a Partner

By: _____
Name: Kathryn Brugger
Title: Treasurer/CFO
Date: _____

Exhibit A

Standard Terms of Representation

Professional Fees. Generally, the principal basis for computing our charges for services rendered by our attorneys and paralegals are based on the time devoted to work on a particular legal matter multiplied by hourly rates for each professional performing such services.

The Firm charges for all time devoted to legal matters, including the following examples: meetings and telephone conferences with clients and others relevant to the case or transaction; legal research, drafting, reviewing and commenting on documents; correspondence; interviewing or deposing witnesses; travel time; discussions among attorneys in our office involved in the matter; hearings and trials; answering requests for information from third parties.

Retention and Disposition of Documents. When our representation of you in this or any particular matter terminates, we may ask you if you desire your papers and property returned to you. If you do not respond requesting the return of your papers and property, you agree we may upon reasonable notice dispose of such papers and property. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Expenses/Disbursements. In addition to charges for professional services as described above, the Firm also bills for expenses incurred on our client's behalf. These expenses may include but are not limited to the following examples: duplication and binding of documents; telecopy, telex, fax and long distance telephone calls; messengers, couriers and postal services; secretarial overtime, word processing and other special staffing requirements; expenses for computerized legal research and other automated services; and travel expenses including, where appropriate, meals, transportation, lodging and other business expenses.

In addition, our services frequently require engaging the services of third parties on our client's behalf. Generally, clients are asked to pay such third parties directly. Where small amounts are involved, the Firm may advance payments to third parties and include them in its periodic bills. These disbursements may include the following examples: state agency filing fees; outside duplication of documents; fees for commencing lawsuits and service of process; deposition and court stenographer fees; expert witness and consultant fees; real estate recording fees and taxes; Uniform Commercial Code search fees; and, in general, any fees or charges the Firm pays to governmental or quasi-governmental agencies on behalf of its clients.

Subject to the foregoing, it will be your responsibility to pay as billed for disbursements made on your behalf as indicated below:

Telephone charges. Our long distance telephone charges will be based upon AT&T direct dial rates. In the event that telephone calls are made from locations other than our offices, the cost will be based upon our credit card or cellular telephone costs. We will not bill you for local telephone service.

Photocopies. We will bill you for photocopies at 20 cents per page.

Outside Computer Research (Lexis® or Westlaw®). We will bill at standard Lexis® or Westlaw® rates.

Filing Fees. We will bill you the charges incurred by the Firm.

Travel Expenses. We will bill travel expenses at our cost without markup.

Express Delivery Services (FedEx, etc.). We will bill you for our actual out of cost expenses.

Local Delivery or Local Filing Services. Local delivery services will be billed to you at our cost without markup.

Facsimile. We will charge you for facsimile copies at \$1 per page both incoming and outgoing. Telephone usage for the facsimile will be charged at the telephone rate indicated above.

Court Reporters, Expert Witnesses, Accountant, etc. We will bill you at our cost without markup.

Electronically Stored Information (ESI). We will bill you for electronically stored information (ESI) collected and/or maintained during the course of engagement for litigation, public records requests or case analysis purposes.

The fee structure will be:

- 1. 25 GB or less is \$250 month**
- 2. 26 GB and over is \$500 month**

Post-Engagement Matters. You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

Insurance Coverage. You may have commercial general liability or other insurance coverage which may provide some reimbursement for the legal fees associated with our engagement. We urge you to contact your insurer or broker to determine the nature and extent of the applicable coverage, if any. It is the client's responsibility to pay the Firm for services rendered and to obtain reimbursement from the insurer.

Secure Encryption of Records. It is our policy not to post documents to a public cloud and/or shared file system. In order to protect your data, we will deliver all material to you in an encrypted manner. You agree to the encryption of these documents to maintain their security and confidentiality.

"EXHIBIT C TO EXHIBIT II"

Lane
Alton

Attorneys at Law

TWO MIRANOVA PLACE
SUITE 220
COLUMBUS, OH 43215

TELE: 614-228-6885
FAX: 614-228-0146
www.lanealton.com

COLLIS GUNDY LANE (1904-1987)
JACK R. ALTON (1925-2011)
THEODORE L. HORST (1908-2000)

CURTIS F. GANTZ (inactive)
CRAIG D. LEISTER (inactive)

WRITER'S DIRECT DIAL
614-233-4713

WRITER'S E-MAIL
bmorrow@lanealton.com

THOMAS I. BLACKBURN
ERIC S. BRAVO
SCOTT A. FENTON
JOSEPH A. GERLING
EDWARD G. HUBBARD
JEFFREY W. HUTSON
WAYNE A. JENKINS
THOMAS J. KEENER
MICHAEL J. KELLEY
JEFFREY J. MADISON
RICK E. MARSH
DENNIS J. MORRISON

ROBERT M. MORROW
CHRIS O. PAPANODIS
CHRISTOPHER R. PETTIT
GREGORY D. RANKIN
JAMES P. SEGUIN
CLAUDIA L. SPRIGGS
MONICA L. WALLER
ROBERT J. WALTER
SIQIN "CAROL" WANG
STEPHEN B. YURIK

COUNSEL TO THE FIRM
JAMES W. LEWIS

May 14, 2020

Via Email

k_brugger@marlingtonlocal.org

Kathryn Brugger, Treasurer/CFO
Marlington Local School District
10320 Moulin Avenue NE
Alliance, Ohio 44601

Re: Terms of Engagement/Real Property Valuation Matters

Dear Kathryn:

We have represented the Marlington Local School District Board of Education ("District") for approximately 20 years on matters related to real property valuation, exemption, and related litigation matters and our representation has continued to this date. We had always provided representation through the Stark County Educational Service Center ("ESC") at a discounted rate off our normal rate. The District has requested our office to continue representation with respect to the real property valuation issues. We would also be willing to assist on any additional matters as may be assigned by the District.

The purpose of this letter is to set forth the nature of our engagement and the terms and conditions of our representation of the District. The undersigned will be the representative of our firm primarily responsible for representing the District's interests on the above matters. I would retain the discretion to assign certain aspects of the work to other attorneys and assistants who are capable of handling particular aspects of the representation.

Our practice has always been to render statements on a monthly basis. The statements which we will provide set forth the billable time spent on your behalf and cost disbursements which we make which could include certain filing fees, travel expenses and other costs related with the performance of our services. The principal factor in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and assistants involved. My regular hourly rate is \$250 per hour which is slightly above the discounted rate we offered under our prior arrangement with the ESC. I would agree to maintain this rate for the balance of this calendar year. The hourly rates for assistants may range from \$185 to \$225 per hour depending upon the individuals involved. Hourly rates are subject to change from time to time and we would provide notice of any change in hourly rates in writing.

The amount of fees will be computed by the amount of time devoted to work on a particular matter multiplied by the hourly rate for each professional performing the services. Charges could include meetings, telephone conferences, representation at hearings, legal research, drafting of documents, correspondence, or the engagement of other professionals provided the District has approved the same.

May 14, 2020
Page 2

In regard to document retention, we would return any original documents to your attention upon completion of any matter. In regard to other filed documents, we will maintain an electronic copy of the file for a period of not less than seven (7) years. We would reserve the right to destroy any such documents after that period would have expired.

In the event that we would engage any expert witnesses to assist on matters with the District's approval, we would include their costs on our invoice without any markup to their charges. We would also include other costs incurred by such experts including mileage, copies and other miscellaneous costs.

In regard to matters we handle, we always perform a conflict check for each specific project. We will advise you promptly if we determine that a conflict may exist so that you can retain other counsel as deemed necessary.

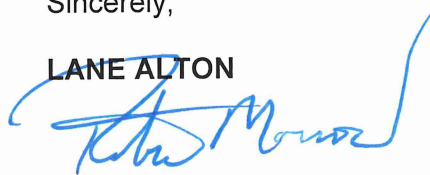
We would reserve the right to withdraw from representation if we feel that we cannot properly represent the interests of the District or in the event that the District does not comply with the terms of its obligations under this engagement letter. We would anticipate that before any decision is made, we would engage in discussions with the District about any request to withdraw or the District's request to assign matters to other counsel.

We would certainly appreciate the opportunity to continue to perform similar services in future years. We have developed a very strong relationship with the Stark County Auditor and Board of Revision due to our past experience of over 20 years. We are also very familiar with the Stark County Common Pleas Court and the Board of Tax Appeals which is where any appeals of valuation matters could proceed.

If the terms of this engagement letter are acceptable, could you please sign the same and return to our attention? We appreciate the opportunity to continue to serve the District and we believe you will find that our services will be cost effective and beneficial in the areas that have been assigned. Please call me if you should have any questions.

Sincerely,

LANE ALTON



Robert M. Morrow

RMM/tah

The terms above are agreed upon this ____ day of _____, 2020.

Marlington Local School District
Board of Education

By: _____
Kathryn Brugger, Treasurer/CFO



Welcome to the Team!

Date:	05/22/2020 – Revision 06/02/2020
To:	Boak & Sons, Inc.
From:	Scott Brennan
Project # & Name	1599D Marlinton School District – Marlboro Elementary
Ref PO#:	1599D525001

To expedite the execution of your subcontract, please use the checklist below.

All required documents must be completed and returned to Plug Smart's main office prior to performing/providing any labor on the jobsite (this provision will be strictly adhered to).

All correspondences AND invoices must include the Plug Smart Project # and P.O. #

- Complete and return this checklist along with one (1) signed electronic copy of this Subcontract Agreement. One fully executed copy will be returned to you.

**SUBCONTRACTOR ADDITIONAL REQUIRED DOCUMENTS –
PLEASE INCLUDE/ATTACH AND RETURN.**

- Completed W-9 Form** – (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- Current Workers Compensation Certificate**
- Current Certificate of Insurance Requirements** (per Section 5 below).
All insurance must match the Owner's or Juice Technologies Inc. insurance requirements (whichever is greater) & include Subs proper name & address. Juice Technologies Inc. dba Plug Smart shall be listed as additional insured. Plug Smart job name, number and physical address shall be referenced.
- Performance Bond Requirement** (per Section 7 below) Xyes ___no
- Copy of **Subcontractor's Company Safety Policy**
- Email all invoices to admin@plugsmart.com** and copy Plug Smart's Project Manager (**sending directly and only to PM may delay processing and payment**).
- Prevailing Wage Requirement** ___yes Xno

In the event that this project does require payment of Prevailing Wages, provide the contact information below:

Certified Payroll/Accounting Department	
Name	N/A
Telephone Number	N/A
e-mail address	N/A

Subcontractor Team Member Information:

Business Address	
Street	
City, State and Zip	
Main Telephone Number	
Tax ID	

Accounts Receivable Department	
Note: All invoices must include Plug Smart P.O. # & Project Number AND ARE TO BE EMAILED to:	
Name	
Telephone Number	
e-mail address	

Project Manager	
Name	
Telephone Number	
e-mail address	

Operations Manager	
Name	
Telephone Number	
e-mail address	

Vice President	
Name	
Telephone Number	
e-mail address	

President	
Name	
Telephone Number	
e-mail address	

Juice Technologies Inc. dba Plug Smart Team Member Information:

Business Address	
Street	350 E. 1 st Avenue, Suite 210
City, State and Zip	Columbus, OH 43201
Main Telephone Number	800-518-5576
Fax Number	888-202-5019

Accounts Payable Department	
Name	Admin
Telephone Number	800-518-5576
e-mail address	admin@plugsmart.com

Project Manager	
Name	Scott Brennan
Telephone Number	717-224-4607
e-mail address	Scott.Brennan@plugsmart.com

Operations Manager/COO	
Name	Scott Brennan
Telephone Number	717-224-4607
e-mail address	Scott.Brennan@plugsmart.com

Thank you in advance for following our subcontract procedure. We look forward to working together; strengthening our partnership and making this project a success.

Sincerely,

Scott Brennan

Juice Technologies Inc. dba Plug Smart

SUBCONTRACT

- A. **Owner:** Marlington School District
- B. **Prime Contractor:** Juice Technologies, Inc. dba PLUG SMART
Boak & Sons, Inc.
- C. **Subcontractor:** 75 Victoria Road
Youngstown, Ohio 44515
- D. **Contract:** The contract between Owner and Prime Contractor dated: 04/17/2020
- E. **Project # & Name:** 1599D Marlington School District – Marlboro Elementary Roof Replacement
PO#:1599D525001
- F. **Construction Site Address:** 8131 Edison St. NE, Alliance, Oh 44601
- G. **Architect/Engineer:** Juice Technologies Inc. dba Plug Smart
- H. **Contract Documents:** The Contract; all general, special, and supplemental conditions, drawings, plans, and specifications referred to in (if applicable), and made part of, the Contract; all addenda to the Contract; and all other documents forming a part of the Contract.
- I. **Subcontractor's Work:** Marlboro Elementary Roof Replacement
- J. **Subcontractor Price:** \$464,818
- K. **Retainage:** 10 %
- L. **Date of Substantial Completion:** The date on which the Subcontractor's Work is sufficiently complete such that it can be used for its intended purpose, which shall occur no later than: 08/03/2020
- M. **Date of Final Completion:** 08/03/2020 *8/31/2020 not including rain days* *08/31/2020 not including rain days*
Commercial General Liability, including Products/Completed Operations: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. *6-5-20 days.*
Auto Liability: \$1,000,000.
- N. **Policy Limits:** Workers' Compensation: the amounts required by statute
Umbrella/Excess of \$2,000,000.
Professional Liability Insurance: \$1,000,000 (if Subcontractor is performing professional engineering or architectural design services).
- O. **Project is Tax Exempt:** Yes No (If yes, tax exemption form will be provided)
- P. **Effective Date:** 05/22/2020.

BACKGROUND

This Subcontract is effective as of the Effective Date between Prime Contractor and Subcontractor under the following circumstances:

A. Under the Contract between Prime Contractor and Owner, Prime Contractor has agreed to provide certain work, services, materials, equipment, tools, labor and supervision for the Project at the Construction Site.

B. Subcontractor has agreed to perform a portion of the work under the Contract Documents for Prime Contractor, subject to the terms and conditions set forth in this Subcontract.

AGREEMENT

1. Incorporation by Reference of Contract Documents; Interpretation of Documents.

1.1 The Contract Documents, including any Request for Proposal and Addendums, are incorporated in this Subcontract by reference and made a part hereof. If any provision of this Subcontract conflicts or is inconsistent with a provision of the Contract Documents, or

if there is a conflict or inconsistency within this Subcontract or within any of the Contract Documents, the provision imposing the higher quality, greater quantity, or greater duty or obligation on Subcontractor governs. Subcontractor is bound by all interpretations of the Contract Documents made by the Owner or the Architect/Engineer and furnished to it by Prime Contractor that are binding upon Prime Contractor.

2. Statement of Subcontractor's Work.

2.1 Subcontractor shall perform and furnish all work, labor, materials, equipment, tools, and all other services and facilities necessary to complete the Subcontractor's Work. Subcontractor shall not interfere in any way with the Owner's business operations. Subcontractor is responsible for all permits, fees, licenses, assessments, inspections, testing, and taxes necessary to complete Subcontractor's Work.

2.2 Subcontractor's Work shall be performed in accordance with the requirements of this Subcontract and the Contract Documents. With respect to Subcontractor's Work, Subcontractor agrees to be bound to PRIME CONTRACTOR by all of the terms and provisions of the Contract Documents and to assume toward Prime Contractor all of the duties, obligations and responsibilities that Prime Contractor by those Contract Documents assumes toward the Owner. Prime Contractor shall have the benefit of all rights, remedies, and redress against Subcontractor that the Owner under the Contract Documents, has against Prime Contractor.

2.3 Subcontractor shall be responsible for the (i) delivery, unloading, storage, protection, and insurance of its material, equipment, and work, and (ii) inspection, delivery, unloading, storage, inventorying, protection and insurance of all pre-purchased material and equipment designated within and assigned to this Subcontract. Any damage to pre-purchased material and equipment must be noted and designated by Subcontractor at time of accepting shipment (indicated clearly by subcontractor's authorized receiving agent), otherwise Subcontractor is responsible for damage repair and/or replacement. Subcontractor agrees to correct, at its own expense, any of Subcontractor's Work damaged prior to final acceptance.

2.4 Subcontractor shall provide written updates to Prime Contractor regarding progress of Subcontractor's Work. Subcontractor shall complete the **attached** Daily Project Report daily during the period when the subcontractor is on site and the **attached** 4-Week Look-Ahead Schedule weekly, and the Subcontractor shall submit both completed documents to the Prime Contractor by noon every Monday until Final Completion. If both documents are not completed and delivered on time, Prime Contractor may delay processing payment requests until such documents are received.

2.5 **Scope of work Summary:**

Section A: 18,487 SF: Metal Deck, Perlite Insulation, Coal Tar Pitch Membrane, Sprayed Polyurethane Foam

Section B: 3,048 SF: Metal Deck, Perlite Insulation, Coal Tar Pitch Membrane, Sprayed Polyurethane Foam

Section C: 6,490 SF: Concrete Deck, Coal Tar Pitch Membrane, Sprayed Polyurethane Foam

Section D: 6,195 SF: Lightweight Concrete, Sprayed Polyurethane Foam

For roof sections with metal deck, please price tear off and disposal of existing roof systems down to the metal deck. Install a new single ply, 60 mm (minimum), fully adhered roof system. R-25 insulation shall meet the Ohio State and Local Municipality codes. Roof to have a 25 year, no-dollar-limit warranty.

For both roof types, Include new drain boots and domes, and new curb flashings.

When using treated wood, all fasteners will comply with ASTM A153 by using type 304 or Type 316 stainless-steel fasteners and connectors for corrosion resistance. Any treated wood that touches metal, should have a type II base sheet (or rubber or ice/water shield) installed in between the metal and the wood to prevent corrosion.

Clean up all debris and damage done to grounds, building and roof top (if any). Plant new grass seed if necessary.

The contractor is responsible for taking pictures of the interior and exterior of the building before work begins. This will help to determine who is responsible for any interior damage that may take place during the roofing work.

All piping (gas lines, etc..) should be properly supported using products from OMG or equivalent.

All gas lines should be coated in yellow spray paint. Ex. Krylon "Mark-It" yellow spray paint.

New walk pads should be installed at the top and bottom of each roof ladder, around the roof hatch, and at the service point of any roof top units. The walk pads are to be set in Green Lock Structural Adhesive using five 5" diameter circles with one on each corner and one in the middle. Walk pads should be 3" apart.

Slip sheets shall be installed under all roof supports such as piping, conduit, duct, etc. supports.

All existing ladders, walkways, walls, etc., must be protected so that these areas are not marked up from material spills or tracking of materials by walking.

The contractor should have an orange safety fence around the kettle at all times. Flags are not acceptable.

The scope of work supersedes any discrepancies in the additional specification sections and/or data sheets.

Four (4) sets of bound Operation, Maintenance, & Parts Manuals for each style of roof.

3. Progress Payments; Final Payment.

3.1 Monthly billing drafts (pencil copies) (i) must be submitted on forms AIA G702 & G703 and are due to the Prime Contractor Project Manager by the 15th of the month for Subcontractor's Work performed that month; (ii) are a prerequisite to submitting a final payment application; and (iii) must be approved by the Prime Contractor prior to submitting a final payment application. **Final and approved monthly payment applications must be submitted to Prime Contractor via email to admin@plugsmart.com by the 20th of each month for Subcontractor's Work performed that month.** Prime Contractor shall pay Subcontractor the Subcontractor Price for satisfactorily performing Subcontractor's Work. Progress payments, less Retainage, shall be made to Subcontractor for Subcontractor's Work performed within forty-five days after the receipt of an invoice from the Subcontractor which relates to the scope and/or activities completed and/or products received at the site that are specifically agreed to within the "WORK" and/or by signed change order. ~~Prime Contractor shall pay Subcontractor progress payments, less Retainage, within a reasonable amount of time upon payment from Owner to Prime Contractor.~~ **Prime Contractor shall pay Subcontractor progress payments, less Retainage, within 15 Days upon payment from Owner to Prime Contractor.** -SPB 06/02/2020 The Owner's payment to Prime Contractor is a condition precedent to the Prime Contractor's obligation to pay Subcontractor.

3.2 All payments are subject to Prime Contractor's receipt of such lien waivers, affidavits, warranties, guarantees, and other documentation required by this Subcontract, the Contract Documents, or Prime Contractor. Any stored materials not on site and being billed for must be accompanied by invoice(s), proof of storage (photo or verified by inspection) and proof of proper insurance. In addition, as a condition precedent to any payment hereunder, Subcontractor shall submit the following with each application for payment: (a) include a notarized Subcontractor Acknowledgement of Progress Payment and Release of Liens and Claims ("Acknowledgements"); and (b) at the request of Prime Contractor or Owner, submit such Acknowledgements from Subcontractor's sub-subcontractors and suppliers confirming receipt of payment by Subcontractor and releasing any liens or claims affecting the Project and/or the Owner.

3.3 Prime Contractor may reject a payment application, or reject a previously approved payment application, in whole or in part, to protect Prime Contractor from loss or damage caused by Subcontractor's failure to (A) timely perform the Subcontractor's Work, (B) pay sub-subcontractors or suppliers, (C) promptly correct rejected, defective, or nonconforming Subcontractor's Work, or (D) resolve third party claims or likely claims or supply Prime Contractor with sufficient security that the third party claims will be discharged. Prime Contractor may withhold a reasonable amount necessary to complete any portion of Subcontractor's Work included on a punch list supplied by Prime Contractor, the Owner, or the Architect/Engineer.

3.4 Application for final payment by Subcontractor shall constitute a waiver of claims by Subcontractor except those previously made in writing and identified by Subcontractor as unsettled.

3.5 Subcontractor shall insure that all Subcontractor's subcontractors, employees, contractors and suppliers, at all times, are paid all amounts due in connection with the performance of this Subcontract. After the first partial payment hereunder, Prime Contractor shall have the right to withhold any subsequent partial payments until Subcontractor submits evidence satisfactory to Prime Contractor that all amounts owed in connection with performance of this Subcontract have been paid. Further, Subcontractor agrees that Prime Contractor, using two-party checks, shall have the right but not the obligation, to pay all persons in contract with Subcontractor that have not been paid the monies due them in connection with this Subcontract whether or not a lien has been filed, and Subcontractor shall, to the extent that Prime Contractor has not recovered these amounts pursuant to withholding, pay said amounts to Prime Contractor upon demand. Any such payment by Prime Contractor shall in no way relieve the Subcontractor of any obligation under this Subcontract. Subcontractor shall also immediately reimburse Prime Contractor for any amounts paid under any payment bond carried by Prime Contractor in connection with this Subcontract and indemnified by Prime Contractor. In the event Prime Contractor is required to pay

or indemnify any person hereunder, Subcontractor shall immediately Prime Contractor for the full cost thereof, plus 15% for administrative and overhead costs.

3.6 To the extent paid by Prime Contractor, neither Subcontractor nor any other person furnishing labor or materials to Subcontractor for the performance of Subcontractor's Work shall file any mechanic's lien against Prime Contractor or Owner, or any of Owner's buildings, structures, or land for any work or materials done or furnished in connection with the Project. Subcontractor shall execute a waiver of lien to the extent of each payment under this Agreement. Subcontractor shall incorporate the foregoing, together with a provision requiring the inclusion of the same in all lower tier subcontracts or orders, into all subcontracts and orders made by it hereunder. Subcontractor shall indemnify, defend and hold harmless Prime Contractor and Owner from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the assertion by Subcontractor, or any of its sub-subcontractors, suppliers or others of any mechanics' lien or claim or the filing of any mechanics' lien or claim in connection with the Project, if Subcontractor has been paid such amounts by Prime Contractor. Subcontractor shall discharge/satisfy any mechanics' lien or bond claim within ten (10) days of receipt of notice of same from Prime Contractor. In the event of Subcontractor's failure to do so, Prime Contractor may take all action it deems necessary to protect the Project from liens and/or bond claims, and all costs associated therewith shall be deducted from amounts otherwise due to Subcontractor.

4. Time of Performance; Project Schedule; Schedule of Values.

4.1 If requested by Prime Contractor, Subcontractor shall participate and cooperate in the development of the Project schedule and any revisions to the Project schedule. Subcontractor shall diligently and continuously prosecute and complete Subcontractor's Work in accordance with the Project schedule, any revisions to the Project schedule, and any other scheduling requirements in this Subcontract. Subcontractor shall substantially complete the Subcontractor's Work by the Date of Substantial Completion, and shall complete the Subcontractor's Work by the Date of Final Completion. **TIME IS OF THE ESSENCE OF THIS SUBCONTRACT.**

4.2 As a condition of payment, Subcontractor shall deliver to Prime Contractor a schedule of values satisfactory to Prime Contractor, allocating the total Subcontractor Price to the separate phases of Subcontractor's Work, stating separately amounts for labor and materials and prorating overhead and profit among such separate phases.

5. Insurance.

5.1 Prior to starting Subcontractor's Work until the final acceptance of Subcontractor's Work, Subcontractor shall maintain at its expense insurance that will protect it from all claims arising out of its operations under this Subcontract, whether the operations are by the Subcontractor, or any of its consultants or sub-subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Subcontractor shall provide Prime Contractor certificates of insurance evidencing that such insurance coverage is in effect prior to starting Subcontractor's Work and each time a material change (including expiration) is made in the insurance carrier or policy. The insurance shall have policy limits at least as high as the Policy Limits (defined above), and shall be provided by an insurance company acceptable to Prime Contractor. All such policies of insurance will (a) be written by an insurance carrier rated "A" or better by A.M. Best in Class VII or larger; (b) be on an occurrence basis (not a claims made basis); (c) be endorsed with a statement that with respect to a party's obligations under this Subcontract, the coverage will be primary over any other available and collectible insurance and be non-contributory; (d) state that the policy may not be cancelled, altered or permitted to lapse or expire without at least thirty days' advance written notice to Prime Contractor; and (e) name Prime Contractor and Owner as additional insured. The required insurance shall be subject to the approval of Prime Contractor, but any acceptance of insurance certificates by Prime Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities of Subcontractor in this Subcontract.

5.2 Subcontractor shall ensure that all tiers of its permitted sub-subcontractors shall procure and maintain insurance in like form and amounts, including without limitation the additional insured requirements, set forth in Section 5.1. Subcontractor shall provide Prime Contractor certificates of insurance evidencing that such insurance coverage is in effect prior any permitted sub-subcontractors performing any of the Subcontractor's Work.

5.3 Subcontractor shall maintain Completed Operations Liability Insurance for at least two years after the earlier of (A) 90 days following Substantial Completion of all the work under the Contract Documents, or (B) final payment to Prime Contractor.

5.4 Subcontractor shall maintain at its own expense property and equipment insurance for the Subcontractor's Work, including portions of the Subcontractor's Work stored off-site or in transit.

5.5 Prime Contractor and Subcontractor waive all rights against (A) each other and their officers, employees and agents, and (B) Owner, Architect/Engineer, Architect's/Engineer's consultants and their officers, employees and agents, for damages caused by any

peril to the extent waived between Prime Contractor and the Owner and to the extent covered by property insurance provided under the Contract Documents or other property insurance applicable to the work, except such rights they may have to proceeds of insurance held by the Owner as fiduciary. Subcontractor shall require a similar waiver by its sub-subcontractors, agents, and employees. If the policies required by this section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies shall cause them to be so endorsed.

5.6 If Subcontractor fails to obtain and keep any of the insurance coverage required by this Subcontract, Prime Contractor may purchase such coverage and charge the expense to Subcontractor or terminate the Subcontract. Subcontractor agrees that it will not cancel or fail to renew or replace any of the required insurance coverage without first providing Prime Contractor with thirty days' notice.

6. Indemnity.

6.1 Subcontractor is aware of the immunity it has from suits by its employees or third parties for damages relating to injuries suffered by its employees in the course of and arising out of their employment for the Subcontractor which may be brought outside of the workers' compensation system. Subcontractor, for purposes of this Subcontract, waives that immunity and to the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Prime Contractor (including its owners, affiliates, subsidiaries, officers, directors, agents, shareholders, successors and employees), Prime Contractor's other subcontractors, the Architect/Engineer, the Owner, and each of their agents, consultants, and employees (collectively, the "Indemnitees") from and against all claims for bodily injury, property damage (including to the work itself), and all costs and expenses (including attorney fees), arising out of, or alleged to arise out of, the Subcontractor's Work. Subcontractor, at Subcontractor's sole expense, shall promptly dispose of all such indemnifiable claims, defend all lawsuits filed against Prime Contractor on any indemnifiable claim, pay all judgments rendered against Prime Contractor in such lawsuits, and reimburse Prime Contractor for all reasonable expenses incurred by Prime Contractor on the account of any indemnifiable claim, including attorney fees, expert witness fees and court costs. Subcontractor's indemnity obligations apply regardless of whether the claim is caused or alleged to be caused by any joint or concurrent negligent act or omission by an Indemnitee, but Subcontractor is not required to indemnify for any claim proximately caused by the sole negligence or willful misconduct of Prime Contractor or Prime Contractor's agents or contractors who are directly responsible to Prime Contractor, excluding Subcontractor. Prime Contractor may participate in the defense of any claims asserted against it, approve the selection of counsel, and approve the terms of any settlements made on its behalf.

6.2 In any claim against any of the Indemnitees by any employee of Subcontractor or anyone for whose acts the Subcontractor may be liable, Subcontractor's indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.3 If any part of the indemnity provisions set forth in this Subcontract is adjudged to be contrary to law, the remaining parts of the provisions shall, in other respects, be and remain legally effective and binding. These indemnity provisions shall not be construed to eliminate or any way reduce any other indemnifications or rights which Prime Contractor or Owner have by law or through this Subcontract or the Contract Documents.

7. Performance and Payment Bonds.

If the Subcontractor's Price is greater than \$100,000, Subcontractor, at its expense, shall furnish to Prime Contractor, as Oblige, performance and payment bonds in the principal amount of the Subcontract Price or such greater amount as required by the Contract Documents, with a corporate surety approved by Prime Contractor. The bonds shall be on a form approved by the surety. Any increase in the Subcontract Price shall automatically result in a corresponding increase in the penal amount of the bonds; decreases in the Subcontract Price shall not, however, reduce the penal amount of the bonds unless provided in a written change order.

8. Claims for Damages; Extensions of Time.

8.1 Subcontractor shall give Prime Contractor written notice of all claims affecting or relating to the Subcontract Price for which the Owner is or may be liable under the Contract Documents no later than 48 hours after Subcontractor's first observance of the facts giving rise to the claim, or, if sooner, within the time limits provided in the Contract Documents for like claims by Prime Contractor upon the Owner and in sufficient time for Prime Contractor to initiate such claims against the Owner in accordance with the Contract Documents. The claim shall proceed in the manner provided in the Contract Documents and Subcontractor shall be responsible for substantiating a

claim submitted to the Owner on Subcontractor's behalf. Subcontractor shall be responsible for all costs, expenses, and attorney fees incurred by it and by Prime Contractor relating to the claim.

8.2 If Subcontractor is delayed, obstructed, hindered, or interfered with in a critical element of the Subcontractor's Work by any cause beyond Subcontractor's reasonable control and not due to the fault of Subcontractor, its officers, agents, employees, sub-subcontractors, or suppliers, then (A) Subcontractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of such causes, but only if (1) Subcontractor gives Prime Contractor notice in writing of such delay, obstruction, hindrance, or interference within 48 hours of Subcontractor's first observance of the facts giving rise thereto, (2) Subcontractor demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance, or interference and has used all available means to minimize the consequences thereof, and (3) Owner grants Prime Contractor an extension of time for the performance of Subcontractor's Work; and (B) Subcontractor shall be entitled to an adjustment in the Subcontract Price to the extent provided in this Section.

8.3 Subcontractor shall not be entitled to nor claim any cost reimbursement, compensation, or damages (A) attributable to delay, obstruction, hindrance, or interference to Subcontractor's Work as set forth in Section 8.2, or (B) on account of any claim for which the Owner is or may be liable under the Contract Documents as set forth in Section 8.1, except to the extent that Prime Contractor is entitled to a corresponding cost reimbursement, compensation, or damages from Owner under the Contract Documents on account thereof, and then only to the extent of the amount, if any, that Prime Contractor on behalf of Subcontractor actually receives from Owner on account thereof, less any costs, expenses and attorney fees incurred by Prime Contractor. Nothing in this Subcontract precludes Subcontractor's recovery of damages for delay or to constitute a waiver of Subcontractor's right to recover damages for delay.

8.4 Subcontractor shall give Prime Contractor written notice of all claims affecting or relating to the Subcontractor's Work not addressed above within 48 hours of Subcontractor's first observance of the facts giving rise to the claim. All such claims shall be resolved in the manner provided in Section 16 ("Disputes & Settlements").

8.5 Subcontractor's failure to assert a claim in the manner and within the time provided for in this Section constitutes a complete waiver of the claim.

9. Work Changes.

9.1 Prime Contractor may, without invalidating this Subcontract, order the Subcontractor in writing to make changes in the Subcontractor's Work within the general scope of this Subcontract. The Subcontractor shall promptly provide a written description of the increase or decrease in cost or any impact on schedule, and request approval before the change in work commences. No adjustment in the Subcontractor's Price or the Date of Final Completion shall be made for any changes performed by the Subcontractor that have not been ordered by Prime Contractor in writing. Subcontractor shall not deviate from the plans, specifications or formalized scope of work documents or substitute materials (including "or equal" materials) without the issuance of a written change order by Prime Contractor.

9.2 If Subcontractor and Prime Contractor cannot agree on an appropriate adjustment of the Subcontractor's Price or Date of Final Completion, the Subcontractor shall proceed with the changed work and the disagreement shall be resolved pursuant to the provisions of Section 16.

~~9.3 If a change order is executed by Prime Contractor and Subcontractor, there shall be no subsequent adjustment based upon the effect or impact of the change contemplated by that change order, nor shall Subcontractor be entitled to any further time or compensation based upon the cumulative effect of multiple change orders.~~ If a change order is executed by Prime Contractor and Subcontractor, there shall be no subsequent adjustment based upon the effect or impact of the change contemplated by that change order, Subcontractor shall not be responsible for hidden conditions that cannot be reasonably identified prior to starting work. Additional time requested by subcontractor due to the cumulative effect of multiple change orders shall only be allowed if both subcontractor and contractor are in agreement. – SPB 06/02/2020

10. Clean-up and Protection of Work of Others.

10.1 Subcontractor at all times shall keep the Construction Site free from rubbish, debris, and obstructions caused by its operations, and shall complete Subcontractor's Work in such manner as to permit the next succeeding work to start without further cleaning. At the time of completion of Subcontractor's Work in each area, Subcontractor shall leave the area "broom clean" and shall remove all of its tools, equipment, scaffolding, and surplus materials.

10.2 Subcontractor shall not damage the work of others by its operations, and shall repair or pay the cost of repairing any such damage done by it.

10.3 Within (5) business days of formal written notice, -SPB 06/02/2020 Prime Contractor may perform any clean-up or repair work Subcontractor fails to perform promptly, in which case Subcontractor shall pay Prime Contractor the cost of the clean-up or repair work plus ~~10%~~ 2% - SPB 06/02/2020 for overhead and other indirect expenses.

11. Safety.

11.1 Subcontractor shall perform the Subcontractor's Work in a safe and reasonable manner. Subcontractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect (A) employees and other persons at the construction site; (B) materials and equipment stored at the construction site or at off-site locations for use in performance of the work; and (C) all property and structures located at the construction site and adjacent to work areas, regardless of whether that property or structures are involved in the Subcontractor's Work. Subcontractor shall establish its own safety program implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction, or by Prime Contractor, or by the Owner, including, but not limited to, requirements imposed by the Contract Documents. Subcontractor must perform weekly toolbox talks and documented safety audits with a copy being forwarded to Prime Contractor Project Representative on a weekly basis.

11.2 Subcontractor shall implement appropriate safety measures pertaining to the Subcontractor's Work and the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, addressing full protection and establishing proper notice procedures to protect persons and property from injury, loss or damage.

11.3 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Subcontractor's Work, the Subcontractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. Prime Contractor shall not be responsible for materials and substances brought to the site by Subcontractor unless such materials or substances were required by the Contract Documents.

11.4 In addition to any federal, state and/or local accident or death reporting requirements, Subcontractor will report incidents involving injury, death and/or property damage to the Prime Contractor Project Representative within one hour of occurrence, with written notification within twenty-four hours of such event. The written notification shall include, at a minimum, the following information: (a) name of injured party or location of property damage; (b) Social Security Number of injured party; (c) address of injured party; (d) employer name and address of injured party; (e) telephone number of injured party; (f) date and time of accident; (g) location where injury occurred; (h) description of injury or extent of property damage; (i) action taken with respect to injury or damage; (j) name, address and telephone number of witnesses to injury or property damage; (k) name, address and telephone number of person making report and date report made; and (l) on-site representative's name.

12. Termination without Fault of Subcontractor.

If Prime Contractor or the Owner terminates the contract between them for any cause permitted by that contract (except a default by Prime Contractor), Prime Contractor by notice to Subcontractor may terminate this Subcontract. In addition, Prime Contractor may at any time and without cause by written notice to Subcontractor terminate this Subcontract and require Subcontractor to cease the Subcontractor's Work. In either event, Subcontractor, as directed by Prime Contractor, shall discontinue Subcontractor's Work, remove its equipment, materials, and employees from the Construction Site, and take such action as necessary to terminate its agreements with its sub-subcontractors and suppliers, and to minimize its losses resulting from such termination. Subcontractor shall then promptly deliver to Prime Contractor a statement covering the balance owed under this Subcontract for work completed prior to the termination, and for additional costs for which it is liable by reason of such termination. This statement shall be the maximum amount for which Prime Contractor may be liable by virtue of its termination of the Subcontract. Subcontractor is not entitled to profit or overhead on unperformed Work.

13. Termination upon Default of Subcontractor.

If Subcontractor defaults on any term of this Subcontract or the Contract Documents, Prime Contractor may issue a notice giving the Subcontractor three working days to correct the default. If Subcontractor fails to correct the default within the three working day period, Prime Contractor may, without waiving any rights or remedies it has, take whatever steps it deems necessary or appropriate to correct any deficiencies at the cost of Subcontractor, which will be liable for that cost-plus Prime Contractor's reasonable overhead, profit, and attorney fees. In addition to correcting Subcontractor's default upon the expiration of the three working day period, Prime Contractor

may issue a second notice of default giving the Subcontractor six-calendar days to correct the default. If Subcontractor fails to correct the default within that six-calendar day period, Prime Contractor may terminate the Subcontract, and all costs associated with completing the Subcontractor's Work, including reasonable overhead, profit, and attorney fees, will be deducted from any amounts owed to Subcontractor. Subcontractor is liable for any amount by which the cost of completing the Subcontractor's Work (including reasonable overhead, profit, and attorney fees) exceeds any amounts owed or to be owed to Subcontractor and Subcontractor agrees to pay Prime Contractor such amount within ten days of receipt of the invoice from Prime Contractor.

14. Warranties; Correction of Work.

14.1 Subcontractor warrants and guarantees that all materials and equipment furnished under this Subcontract shall be new unless otherwise specified, and that all of Subcontractor's Work will be of first quality, free from faults or defects in materials or workmanship, and in strict accordance with requirements of this Subcontract and the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Subcontractor's warranties under this Subcontract must extend at least as long as Prime Contractor's warranties under the Contract Documents, but in any event no less than one year from the date of Subcontractor's last work.

14.2 Subcontractor shall promptly correct at its cost all of Subcontractor's Work rejected as defective or as failing to conform to the requirements of this Subcontract or the Contract Documents whether observed before or after substantial completion of the Project and whether or not fabricated, installed, or completed.

15. Liquidated and Consequential Damages.

15.1 If the Contract Documents allow for liquidated or other damages for delay beyond the completion date set forth in the Contract Documents, and such damages are assessed, Prime Contractor may assess a share of the Liquidated Damages in the per diem amount of \$500.00 -SPB 06/02/2020 damages ~~-SPB 06/02/2020~~ against Subcontractor in proportion to the Subcontractor's share of the responsibility for the delay. This section does not limit Subcontractor's liability to Prime Contractor for Prime Contractor's actual delay damages caused by Subcontractor's delay.

15.2 Subcontractor waives all claims against Prime Contractor for consequential damages arising out of or relating to this Subcontract, where the subcontractor is fully at fault -SPB 06/02/2020 including damages for principal office expenses (which includes unabsorbed principal office expenses) and the compensation of personnel stationed there; for loss of financing, business and reputation; and for loss of profit.

16. Disputes and Settlement.

16.1 The parties shall first attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Subcontract by negotiation and consultation between themselves. A designated executive representative (CEO, President, COO, CFO) of each of Prime Contractor and Subcontract shall meet independently of the Project personnel to resolve such claims. Claims that are not resolved by such negotiations shall be submitted to, in Prime Contractor's sole discretion: (i) a mutually agreed to mediation service; ~~. -SPB 06/02/2020 or (ii) litigation in state or federal court consent~~ SPB 06/02/2020 Prime Contractor and the Subcontractor consent to binding arbitration service following the Arbitration Association of America Rules, -SPB 06/02/2020 in Franklin County, Ohio. Prime Contractor and the Subcontractor consent to the exclusive jurisdiction and venue of the state and federal courts in Franklin County, Ohio. The costs and attorney fees of any binding dispute resolution procedure (whether arbitration or litigation) shall be paid by the non-prevailing party.

16.2 Subcontractor shall continue the Subcontractor's Work and maintain the Project schedule during any dispute resolution proceedings.

17. Prevailing Wages.

IF the Project is subject to a legal requirement to pay "prevailing wages" or similar restrictions applicable to laborers or mechanics employed on the job, or if the Contract Documents contain requirements pertaining to the wages of laborers or mechanics employed on the job, Subcontractor shall pay the prevailing wages and comply with all restrictions, requirements, or agreements with respect to the laborers and mechanics employed by it for the performance of Subcontractor's Work and shall require all of its sub-subcontractors to pay prevailing wages and comply with any and all such restrictions, requirements or agreements with respect to their laborers and mechanics employed for the performance of their work.

18. Assignment; Subcontracting; Work for Others on the Project.

Subcontractor shall not assign this Subcontract or any right or liability relating to it, or subcontract any part of the Subcontractor's Work, without the Prime Contractor's written consent. Subcontractor shall not, without Prime Contractor's express written consent, provide any goods or services for the Project to Owner or any other contractor or subcontractor other than to Prime Contractor.

19. Divisibility.

If any provision of this Subcontract is held by a court or arbitrator of competent jurisdiction invalid or unenforceable, such provision shall be ineffective only to that extent without invalidating or rendering unenforceable any other provision of this Subcontract.

20. Applicable Law.

This Subcontract shall be construed in accordance with and governed by the internal substantive law of the State of Ohio regardless of the laws that might otherwise govern under principles of conflict of laws.

21. Non-waiver.

The waiver by either party of any breach of any provision of this Subcontract does not constitute a waiver of any other breach of any provision of this Subcontract. No payment of the Subcontract Price, whether a partial payment or the final payment, shall be deemed an acceptance of Subcontractor's Work covered thereby.

22. Entire Agreement.

This Subcontract constitutes the entire agreement between the parties and supersedes all prior or contemporaneous written or oral agreements between the parties with respect to the subject matter of this Subcontract, including any proposals submitted by Subcontractor. This Subcontract may not be amended or modified except by a written change order duly executed by the parties hereto.

23. Manner of Acceptance.

This Subcontract will be deemed effective upon the earlier of the Subcontractor's signature below or the Subcontractor's acceptance as provided in this Section. By shipping goods, by acknowledging receipt of this Subcontract, or by commencing the Subcontractor's Work, Subcontractor agrees to the terms and conditions contained in this Subcontract, although its agreement to such terms and conditions is not limited to the foregoing methods. This Subcontract may be accepted by Subcontractor without signature.

24. Communication with Owner.

Subcontractor agrees that all communication with the Owner shall be through Prime Contractor, and Subcontractor agrees that no direct communication with the Owner regarding Subcontractors Work is permissible without written notice by Prime Contractor to Subcontractor, or without a Prime Contractor representative present. Subcontractor agrees to not compete with Prime Contractor in connection with the Subcontractors Work and the Contract Documents.

25. Labor.

25.1 The Subcontractor or sub-subcontractors may employ union labor. If the Subcontractor employs union labor, Subcontractor agrees that it shall maintain in full force and effect for the duration of the Subcontractor's Work, a valid collective bargaining agreement between the Subcontractor and any appropriate union. All of Subcontractor's Work performed by the Subcontractor shall be rendered in accordance with the terms and provisions of any such collective bargaining agreement and any revisions, extensions or renewals thereof, and Subcontractor shall timely pay all fringe benefits or other charges to any appropriate union. The Subcontractor agrees that it will bind by written contract, a copy of which shall be supplied to Prime Contractor, all of its union subcontractors to the appropriate collective bargaining agreement or agreements hereinabove referred to. Any and all provisions for certified payroll are to be complied with by Subcontractor and all sub-subcontractors, and proof of compliance is required by Prime Contractor and to be included in all applications for payment.

25.2 Subcontractor shall comply with all requirements regarding immigration laws, statutes, rules, codes, orders, and regulations. Subcontractor accepts all responsibility and liability for verification and documentation of the legal status of all its employees.

Subcontractor shall maintain, at all times during the term of this Subcontract and for the time otherwise required by law, all records required by the United States Citizenship and Immigration Service ("USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Subcontractor's employees, contractors and agents and shall respond at all times during the term of this Subcontract in a timely fashion to any inspection request related to such I-9 forms by Prime Contractor or any governmental agency or authority. Subcontractor shall ensure that the number listed on the I-9 form for each employee matches that employee's Social Security number. Prime Contractor may, in its sole discretion, terminate this Subcontract if Subcontractor violates or is in breach of any provision of this Section, or the USCIS determines that Subcontractor has not complied with any of the immigration laws, statutes, rules, codes, or regulations of the United States or any applicable state laws or regulations, including without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended, and any successor statutes thereto.

26. Confidentiality.

All information, pricing and correspondence between Subcontractor and Prime Contractor is considered confidential and privileged trade secret information and may not be shared or disclosed without express written consent of Prime Contractor.

Subcontractor agrees to keep the Client's and Prime Contractor's trade secrets, forms, manuals, procedures, pricing information, maintenance scheduling, training materials, customer agreements, computer programming information, patents issued, patents pending, patent applications, trademarks, service marks, copyrights, inventions, know-how or trade secrets, research and development efforts and methodologies, testing, engineering, manufacturing, marketing, sales, finances or operations (such as, but not limited to, any processes, formulae, methods, techniques, devices, manufacturing procedures, customer lists, sales statistics, tactics and projections, marketing strategies and plans, and personnel information or data) and other confidential information confidential for a period commencing upon the execution of this Subcontract, and continuing for three years after the Subcontractor's Work is complete. Exceptions to this confidentiality provision shall only include situations in which the confidential information is already in the public domain, or in which a duly authorized governmental entity forces the disclosure of such confidential information. In this case, Subcontractor shall first provide written notification of such information request to the Owner and Prime Contractor and cooperate with them in any attempts to limit or prohibit such disclosure.

27. Intellectual Property Rights.

27.1 The drawings, specifications and other related documents, including those in electronic form, furnished to Subcontractor in connection with this Subcontract are the property of Prime Contractor. Subcontractor shall not own or claim a copyright in those drawings, specifications and other documents. Subcontractor may retain one record set of such drawings, specifications and other documents. All copies of those drawings, specifications and other documents, except Subcontractor's record set, shall be returned or suitably accounted for upon completion of the Subcontractor's Work. The drawings, specifications and other related documents provided to Subcontractor are for use solely with respect to the Project, and those drawings, specifications and other documents may not be used by Subcontractor on other projects or for additions to the Project outside the scope of the Subcontractor's Work. Subcontractor may use and reproduce drawings, specifications and other related documents only for use in the execution of the Subcontractor's Work. All copies of those drawings, specifications and other documents made under this authorization shall bear the statutory copyright notice, if any, shown on those drawings, specifications, and other documents.

27.2 All shop drawings, specifications and other design related documents (including those in electronic form) prepared by or for Subcontractor shall become the property of Prime Contractor or its designee. Subcontractor shall provide Prime Contractor with copies of all such shop drawings, specifications and other design related documents, and Prime Contractor may retain such materials upon completion of the Subcontractor's Work. Subcontractor hereby assigns to Prime Contractor all common law, statutory and other reserved rights, including the copyrights, in the shop drawings, specifications and other design related documents prepared by or for Subcontractor, and Subcontractor warrants that it will obtain from its employees and/or consultants such authorizations so as to pass to Prime Contractor any similar rights of such persons or entities. Subcontractor will execute such additional documents and take such additional actions as Prime Contractor may require to confirm the rights granted to Prime Contractor under this Section.

28. Relationship of the Parties.

Subcontractor is an independent contractor of Prime Contractor, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Subcontractor and Prime Contractor for any purpose. Subcontractor has no authority (and shall not hold itself out as having authority) to bind Prime Contractor and Subcontractor shall not make any agreements or representations on Prime Contractor's behalf without Prime Contractor's prior written consent. Subcontractor is solely responsible for paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions,

including for unemployment or disability, or obtaining worker's compensation insurance on its behalf. Subcontractor is solely responsible for, and shall indemnify Prime Contractor against, all such taxes or contributions, including penalties and interest.

SUBCONTRACTOR:

Baski Seals, Inc.

By: 

Title: Vice President of Operations

Printed Name: Christopher White

PRIME CONTRACTOR:

Juice Technologies, Inc. dba Plug Smart

By: 

Title: COO

Printed Name: Scott Brennan



BOAK & SONS, INC. ROOFING PROPOSAL

Date: May 20, 2020

75 Victoria Road,
Youngstown, Ohio 44515
Phone: (330) 793 – 5646, Email: Boak@boakandsons.com

Proposed To: Plug Smart

Job: Marlboro Elementary School

Phone #: 717-224-4607

Job Address: 8131 Edison St. NE Louisville, OH

Attention: Scott Brennan

E-mail: scott.brennan@plugsmart.com

We hereby submit specification and estimate for:

Scope of Work with approximately 34,700 SF Total.

We propose to:

1. Remove and dispose of the existing stone coping cap.
2. Roof Section A & B, remove and dispose of the existing roofing down to the existing metal deck.
3. Roof Section C & D, remove and dispose of the existing roofing down to the existing coal tar pitch roof. Coal tar pitch is to remain.
4. Provide and install (1) 2x wood nailer around perimeter parapet walls.
5. Provide and install 4" drain inserts at all drain locations.
6. Sections A & B, provide and install ¼" per FT tapered polyiso with ½" per FT tapered crickets. Insulation to meet an average R25.
7. Sections C & D, provide and install R25 polyiso in (2) layers (2.5" & 2.0").
8. Sections C & D, provide and install ½" per FT crickets as needed to ensure proper drainage.
Note: All insulation to be installed in low rise polyurethane insulation adhesive.
9. Adhere .060 rein TPO membrane over the newly installed roof insulation to meet or exceed manufacturer's requirements.
10. Install TPO flashings at perimeter parapet walls, roof curbs, drains, and through roof penetrations.
11. At vertical wall detail we will terminate TPO flashings with manufacturer's termination bar and counter flashing.
12. Fabricate and install 24 ga. Kynar coated metal coping with continuous cleat at all perimeter parapet walls.
- Color of new metal to be selected by the owner's representative from the manufacturer's list of standard colors.
13. Provide and install TPO walk-way pads around all serviceable units and at access point of each roof. Approximately 160 LF total.
14. Paint gas lines on roof section A.
15. Provide 25-year warranty.

V.E. Option 1 - Tremco		\$613,006.00
V.E. Option 2 – Alternate Manufacturer		\$488,232.00

Option #2 Selected minus included abatement cost of \$23,414.00. Contract value to be \$464,818.00. Abatement cost to be provided as separate contract to Marlinton School District. -Plug Smart

RESOLUTION TO RESPONSIBLY CONDUCT BOARD MEETINGS TO PREVENT THE SPREAD OF COVID-19

WHEREAS, as the State of Ohio begins the process of responsibly reopening to prevent the spread of COVID-19 so does the Marlinton Local School District Board of Education ("Board").

WHEREAS, the notice requirements of H.B. 197, R.C. 121.22, and applicable laws were complied with for this regular board meeting of May 21, 2020.

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

NOW THEREFORE BE IT RESOLVED THAT, pursuant to H.B. 197, R.C. 121.22, and all applicable laws; the Board shall resume conducting regular board meetings on the first and third Thursday of every month at 7:00 p.m. These regular meetings are both an "Essential Business and Operation" and "Essential Governmental Function" of the Board. During the period of the emergency declared by Executive Order 2020-01D, issued on March 9, 2020, but not beyond December 1, 2020, the Board shall (1) live-stream each regular board meeting on the Marlinton Technology Department Youtube channel, which is <https://www.youtube.com/channel/UCiuxnry5ZS9alba13hdPzbA/>; (2) strictly enforce social distancing guidelines, and (3) limit attendance to only ten (10) individuals at one time, which shall include the Superintendent, Treasurer, and Board Members as they are necessary for the "Essential Business and Operation" and "Essential Governmental Function" of the Board. Pursuant to H.B. 197, the Superintendent, Treasurer, and Board Members may participate via a virtual platform.

NOW THEREFORE BE IT FURTHER RESOLVED THAT, pursuant to H.B. 197, Board Bylaw 0155, and all applicable laws; the Board shall resume the following board committees with the following appointments to the same: (1) Policy Committee (Carolyn Gabric and Josh Hagan), (2) Curriculum Committee (Karen Humphries and Danielle Stevens), (3) Finance Committee (Carolyn Gabric and Scott Mason), (4) Building & Grounds Committee (Josh Hagan and Danielle Stevens), and (5) Extra-Curricular Committee (Karen Humphries and Scott Mason). These board committee meetings are both an "Essential Business and Operation" and "Essential Governmental Function" of the Board. During the period of the emergency declared by Executive Order 2020-01D, issued on March 9, 2020, but not beyond December 1, 2020, the Board shall (1) live-stream each board committee meeting on the Marlinton Technology Department Youtube channel, which is <https://www.youtube.com/channel/UCiuxnry5ZS9alba13hdPzbA/>; (2) strictly enforce social distancing guidelines, and (3) limit attendance to only ten (10) individuals at one time, which shall include the Superintendent, Treasurer, and Board Members as they are necessary for the "Essential Business and Operation" and "Essential Governmental Function" of the Board. Pursuant to H.B. 197, the Superintendent, Treasurer, and Board Members may participate via a virtual platform. These board committee meetings shall be noticed pursuant to H.B. 197, R.C. 121.22, R.C. 3313.16, and all applicable laws.

NOW THEREFORE BE IT FURTHER RESOLVED THAT, pursuant to H.B. 197, Board Bylaw 0169.1, and applicable laws; the Board shall resume public participation at regular board meetings commencing the first regular board meeting in June 2020 under the following conditions during the period of the emergency declared by Executive Order 2020-01D, issued on March 9, 2020, but not beyond December 1, 2020:

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.

The resolution was _____ on May 21, 2020.

Attest:

Kathryn E. Brugger, Treasurer/CFO

Carolyn Gabric, Board President

CERTIFICATE

The undersigned Treasurer of the Marlinton Local School District Board of Education hereby certifies that the foregoing is a true and accurate copy of the resolution duly adopted by the Marlinton Local School District Board of Education on May 21, 2020.

Kathryn E. Brugger, Treasurer/CFO

"EXHIBIT LL"

-- 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 5-MAY-2020 08:25:33.11

Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
TOTAL FOR Fund 001 - GENERAL:							
7,110,529.75	3,011,613.96	19,868,899.05	1,771,277.50	19,397,861.35	7,581,567.45	1,299,847.60	6,281,719.85
TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:							
1,910,792.19	93,920.00	722,342.86	37,787.10	2,463,533.34	169,601.71	32,242.41	137,359.30
TOTAL FOR Fund 004 - BUILDING:							
3,692.00	0.00	0.00	0.00	0.00	3,692.00	0.00	3,692.00
TOTAL FOR Fund 006 - FOOD SERVICE:							
66,752.19	28,603.53	624,474.70	73,819.65	788,170.04	96,943.15-	120,590.09	217,533.24-
TOTAL FOR Fund 007 - SPECIAL TRUST:							
664,663.23	4,063.50	14,677.62	0.00	4,283.75	675,057.10	10,216.25	664,840.85
TOTAL FOR Fund 012 - ADULT EDUCATION:							
3,335.03	0.00	0.00	0.00	0.00	3,335.03	0.00	3,335.03
TOTAL FOR Fund 018 - PUBLIC SCHOOL SUPPORT:							
61,094.75	161.42	104,837.72	137.88	100,863.20	65,069.27	78,996.31	13,927.04-
TOTAL FOR Fund 019 - OTHER GRANT:							
11,560.67	0.00	10,100.00	0.00	9,985.70	11,674.97	4,582.17	7,092.80
TOTAL FOR Fund 022 - DISTRICT AGENCY:							
9,310.89	0.00	11,957.41	84.48	11,239.76	10,028.54	6,188.12	3,840.42
TOTAL FOR Fund 031 - UNDERGROUND STORAGE TANK FUND							
10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00	10,000.00
TOTAL FOR Fund 035 - TERMINATION BENEFITS - HB426:							
142,291.85	0.00	0.00	0.00	37,463.11	104,828.74	0.00	104,828.74
TOTAL FOR Fund 200 - STUDENT MANAGED ACTIVITY:							
57,941.65	0.00	47,740.22	2,883.72	36,899.07	68,782.80	12,777.57	56,005.23
TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:							
167,956.35	2,835.48	247,729.96	5,700.50	269,769.14	145,917.17	73,884.74	72,032.43
TOTAL FOR Fund 430 - MOTORCYCLE SAFETY & EDUC. FUN							
0.00	0.00	11,225.30	0.00	7,500.80	3,724.50	42,499.20	38,774.70-
TOTAL FOR Fund 451 - DATA COMMUNICATION FUND:							
0.00	0.00	7,200.00	0.00	7,200.00	0.00	0.00	0.00
TOTAL FOR Fund 461 - VOCATIONAL EDUC. ENHANCEMENTS							
0.00	0.00	260.91	0.00	260.91	0.00	0.00	0.00

Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
TOTAL FOR Fund 467 - STUDENT WELLNESS AND SUCCESS:							
0.00	0.00	492,802.55	22,113.65	177,397.77	315,404.78	77,596.19	237,808.59
TOTAL FOR Fund 499 - MISCELLANEOUS STATE GRANT FUN							
12,226.60	0.00	32,934.70	0.00	45,047.70	113.60	2,500.00	2,386.40-
TOTAL FOR Fund 505 - INSTRUCT. PROGRAMS - MIGRANT:							
24,566.46-	0.00	178,144.21	831.90	154,409.65	831.90-	7,081.73	7,913.63-
TOTAL FOR Fund 516 - IDEA PART B GRANTS:							
9,693.41-	0.00	424,993.68	47,354.68	542,645.12	127,344.85-	0.00	127,344.85-
TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE							
16,898.56-	0.00	323,096.31	37,023.54	380,270.70	74,072.95-	6,672.08	80,745.03-
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:							
3,324.02-	0.00	49,619.20	6,410.92	59,117.02	12,821.84-	0.00	12,821.84-
TOTAL FOR Fund 599 - MISCELLANEOUS FED. GRANT FUND							
1,711.46-	0.00	25,735.31	2,638.44	29,300.73	5,276.88-	0.00	5,276.88-
GRAND TOTALS:							
10,175,953.24	3,141,197.89	23,198,771.71	2,008,063.96	24,523,218.86	8,851,506.09	1,775,674.46	7,075,831.63

'EXHIBIT MM'

-- 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: 04/01/2020
To: 04/30/2020
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 5-MAY-2020 08:23:50.50

Date: 05/05/2020
Time: 8:23 am

MARLINGTON LOCAL SCHOOLS
SORT BY CHECK NUMBER
CHECK DATES BETWEEN 04/01/2020 AND 04/30/2020
WARRANT, REFUND CHECKS

Page: 1
(CHEKPY)

CHECK	TYPE	DATE	VENDOR	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
134432	W	04/08/2020	AIS COMMERCIAL PARTS AND SERVICE INC	156463	RECONCILED:04/30/2020		150.23
134433	W	04/08/2020	ALLIANCE CITY SCHOOLS TREASURERS OFFICE	002671	RECONCILED:04/30/2020		3,000.00
134434	W	04/08/2020	ALLIANCE MOTORS INC	000014	RECONCILED:04/30/2020		4,263.63
134435	W	04/08/2020	ALLOWAY	008309	RECONCILED:04/30/2020		145.00
134436	W	04/08/2020	AMOS COMMUNICATIONS INC	005489	RECONCILED:04/30/2020		245.00
134437	W	04/08/2020	AUSTIN KAMERER	157471	RECONCILED:04/30/2020		87.00
134438	W	04/08/2020	CLASSIC SOLUTIONS INC	139394	RECONCILED:04/30/2020		485.40
134439	W	04/08/2020	DAMON INDUSTRIES INC	131919	RECONCILED:04/30/2020		199.80
134440	W	04/08/2020	EASTERN STARK COUNTY SAFETY COUNCIL	005752			15.00
134441	W	04/08/2020	GORDON FOOD SERVICE PAYMENT PROCESSING CENTER	101791	RECONCILED:04/30/2020		9,141.95
134442	W	04/08/2020	GRAPHIC ENTERPRISES INC OFFICE SOLUTIONS INC	000553	RECONCILED:04/30/2020		909.04
134443	W	04/08/2020	J AND B FLEET INDUSTRIAL SUPPLY	002248	RECONCILED:04/30/2020		39.77
134444	W	04/08/2020	JOE KNOLL	155752	RECONCILED:04/30/2020		120.75
134445	W	04/08/2020	JOSTENS INC	000739	RECONCILED:04/30/2020		1,479.47
134446	W	04/08/2020	KAJEET INC	156986	RECONCILED:04/30/2020		831.90
134447	W	04/08/2020	KEITH FABER AUDITOR OF STATE	005917	RECONCILED:04/30/2020		451.00
134448	W	04/08/2020	LINDA KARNIS	101188	RECONCILED:04/30/2020		43.03
134449	W	04/08/2020	MARLINGTON BD OF EDUC	008320	RECONCILED:04/30/2020		255.47
134450	W	04/08/2020	MFAC LLC MF ATHLETIC CO INC	009873	RECONCILED:04/30/2020		5,630.00
134451	W	04/08/2020	OHIO EDISON COMPANY	001599	RECONCILED:04/30/2020		17,882.76
134452	W	04/08/2020	SCHAEFFER MFG CO DEPARTMENT 3518	157070	RECONCILED:04/30/2020		475.20
134453	W	04/08/2020	SHARE CORPORATION	121095	RECONCILED:04/30/2020		106.93
134454	W	04/08/2020	SONOVA USA INC	155227	RECONCILED:04/30/2020		562.50
134455	W	04/08/2020	STARK COUNTY BOARD OF DD ATTN: JULIE MORELLI	001270	RECONCILED:04/30/2020		293.41
134456	W	04/08/2020	STARK COUNTY EDUCATIONAL SERVICE CENTER	001272	RECONCILED:04/30/2020		6,662.03
134457	W	04/08/2020	STARK COUNTY HEALTH DEPT	001271	RECONCILED:04/30/2020		1,235.00
134458	W	04/08/2020	SUSAN CATHEY	010277			2.30
134459	W	04/08/2020	SYSO FOOD SERVICES CLEVELAND	005030	RECONCILED:04/30/2020		6,672.18
134460	W	04/08/2020	TRIAD DEAF SERVICES INC	156772	RECONCILED:04/30/2020		1,428.25
134461	W	04/08/2020	WEST ROOFING SYSTEMS INC	008169	RECONCILED:04/30/2020		393.18
134462	W	04/17/2020	AIS COMMERCIAL PARTS AND SERVICE INC	156463	RECONCILED:04/30/2020		437.25
134463	W	04/17/2020	ALFRED NICKLES BAKERY	002117	RECONCILED:04/30/2020		324.27
134464	W	04/17/2020	AQUABLUE INC	000115	RECONCILED:04/30/2020		800.00
134465	W	04/17/2020	ASSETGENIE INC	156859	RECONCILED:04/30/2020		79.00
134466	W	04/17/2020	ATT CABS DEPARTMENT	001056	RECONCILED:04/30/2020		2,037.16
134467	W	04/17/2020	CANTON WHOLESALE FLORAL	002560	RECONCILED:04/30/2020		348.65
134468	W	04/17/2020	CHILD AND ADOLESCENT BEHAVIORAL HEALTH	009959	RECONCILED:04/30/2020		2,635.00
134469	W	04/17/2020	CINTAS CORPORATION	001634	RECONCILED:04/30/2020		401.64

Date: 05/05/2020
 Time: 8:23 am

MARLINGTON LOCAL SCHOOLS
 SORT BY CHECK NUMBER
 CHECK DATES BETWEEN 04/01/2020 AND 04/30/2020
 WARRANT, REFUND CHECKS

Page: 2
 (CHEKPY)

CHECK	TYPE	DATE	VENDOR	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
134470	W	04/17/2020	LOC 316 CITY OF ALLIANCE WATER UTILITY	157227	RECONCILED:04/30/2020		3,229.03
134471	W	04/17/2020	COMDOC INC	131372	RECONCILED:04/30/2020		5,083.34
134472	W	04/17/2020	CONCORDE THERAPY GROUP INC	100618	RECONCILED:04/30/2020		240.00
134473	W	04/17/2020	GILBARCO VEEDER ROOT INC	121305	RECONCILED:04/30/2020		132.00
134474	W	04/17/2020	KW ZELLERS AND SONS INC	008340	RECONCILED:04/30/2020		750.40
134475	W	04/17/2020	LOWES	100457	RECONCILED:04/30/2020		1,825.79
134476	W	04/17/2020	NCS PEARSON INC	102664	RECONCILED:04/30/2020		392.75
134477	W	04/17/2020	NORTH COAST PIZZA	006086	RECONCILED:04/30/2020		714.48
134478	W	04/17/2020	PAULS GREEN FARM	155500			56.91
134479	W	04/17/2020	PLUG SMART JUICE TECHNOLOGIES LLC	156298	RECONCILED:04/30/2020		58,902.88
134480	W	04/17/2020	ROBERTSON HEATING SUPPLY CO	001706	RECONCILED:04/30/2020		91.46
134481	W	04/17/2020	SMITHFOODS INC	101790	RECONCILED:04/30/2020		3,538.16
134482	W	04/17/2020	STAPLES BUSINESS ADVANTAGE	121384	RECONCILED:04/30/2020		2,143.64
134483	W	04/17/2020	TIM HETRICK	000002	RECONCILED:04/30/2020		550.00
134484	W	04/17/2020	VERIZON WIRELESS	139453	RECONCILED:04/30/2020		222.64
134486	W	04/24/2020	AIRGAS USA LLC	156822	RECONCILED:04/30/2020		57.80
134487	W	04/24/2020	ALLIANCE MOTORS INC	000014	RECONCILED:04/30/2020		2,435.42
134488	W	04/24/2020	AUTO-JET MUFFLER CORP	157454	RECONCILED:04/30/2020		1,576.33
134489	W	04/24/2020	COLUMBIA GAS	001632			2,873.26
134490	W	04/24/2020	COMPANAGEMENT INC	008487	RECONCILED:04/30/2020		2,275.00
134491	W	04/24/2020	DIRECT ENERGY BUSINESS	139140	RECONCILED:04/30/2020		6,891.40
134492	W	04/24/2020	DOMINION ENERGY OHIO	000390	RECONCILED:04/30/2020		860.19
134493	W	04/24/2020	ELITE SPORTS LTD	155668			2,243.25
134494	W	04/24/2020	FLEET CHARGE	155408	RECONCILED:04/30/2020		4,900.00
134495	W	04/24/2020	HEALTHCARE BILLING SERVICES	101204			6,487.06
134496	W	04/24/2020	HEASTAND AUTO PARTS INC	006017	RECONCILED:04/30/2020		233.94
134497	W	04/24/2020	LANE ALTON AND HORST	156570	RECONCILED:04/30/2020		705.00
134498	W	04/24/2020	MOLESKY FARMS LLC	102478			90.00
134499	W	04/24/2020	NASSP	002944			385.00
134500	W	04/24/2020	QUADIENT FINANCE USA INC	139682	RECONCILED:04/30/2020		602.00
134501	W	04/24/2020	REPUBLIC SERVICES 870	156005			1,698.05
134502	W	04/24/2020	STARK COUNTY EDUCATIONAL SERVICE CENTER	001272			31,732.85
134503	W	04/24/2020	SYNCB AMAZON	155620	RECONCILED:04/30/2020		348.55
V VOIDED CHECKS			0		CHECK TOTALS	0.00	
R RECONCILED CHECKS			61		CHECK TOTALS	168,955.05	
W WARRANT CHECKS			71		CHECK TOTALS	214,538.73	
M MEMO CHECKS			0		CHECK TOTALS	0.00	
B REFUND CHECKS			0		CHECK TOTALS	0.00	
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 VOIDED)			71		** TOTAL NET	214,538.73	
*** TOTAL CHECKS WRITTEN			71		*** GRAND TOTALS	214,538.73	

"EXHIBIT NN"

FUND	Description	FTD Appropriation	FTD Carryover Encumbrances	Revision	Purpose	Total Appropriations
001	GENERAL	\$25,038,449.88	\$375,476.52	\$123,885.86	Erate Resolution/ Building Repairs	\$25,537,812.26
003	PERMANENT IMPROVEMENT	\$1,979,051.10	\$313,599.75		\$2,292,650.85	
006	FOOD SERVICE	\$1,100,000.00	\$7,474.84	\$631,395.00	Plug Smart Resolution	\$1,107,474.84
007	SPECIAL TRUST	\$16,200.00	\$0.00			\$16,200.00
018	PUBLIC SCHOOL SUPPORT	\$222,250.00	\$6,165.03			\$228,415.03
019	OTHER GRANT	\$15,000.00	\$200.00			\$15,200.00
022	DISTRICT AGENCY	\$78,950.00	\$911.45			\$79,861.45
035	TERMINATION BENEFITS - HB426	\$50,000.00	\$0.00	\$9,490.73	Additional Grant funds	\$50,000.00
070	CAPITAL PROJECTS	\$0.00	\$0.00			\$631,395.00
200	STUDENT MANAGED ACTIVITY	\$91,786.07	\$2,545.82			\$94,331.89
300	DISTRICT MANAGED ACTIVITY	\$446,561.24	\$12,393.83			\$458,955.07
430	MOTORCYCLE SAFETY & EDUC. FUND	\$50,000.00	\$0.00			\$50,000.00
451	DATA COMMUNICATION FUND	\$9,000.00	\$0.00			\$9,000.00
461	VOCATIONAL EDUC. ENHANCEMENTS	\$4,772.00	\$0.00			\$4,772.00
467	STUDENT WELLNESS AND SUCCESS	\$493,209.00	\$0.00			\$493,209.00
499	MISCELLANEOUS STATE GRANT FUND	\$47,661.70	\$0.00			\$47,661.70
505	INSTRUCT. PROGRAMS - MIGRANT	\$346,575.83	\$9,434.15	\$9,490.73	Additional Grant funds	\$356,009.98
516	IDEA PART B GRANTS	\$497,085.63	\$36,068.76			\$542,645.12
572	TITLE I DISADVANTAGED CHILDREN	\$536,663.05	\$1,875.77			\$538,538.82
590	IMPROVING TEACHER QUALITY	\$83,208.44	\$0.00			\$83,208.44
599	MISCELLANEOUS FED. GRANT FUND	\$36,213.81	\$0.00	\$36,213.81		
		\$31,142,637.75	\$766,145.92	\$764,771.59		\$32,673,555.26

Treasurer Signature _____ Date _____

Exhibit

Resolution Number _____



Five Year Forecast Financial Report

May 21, 2020

Marlington Local School District

Table of Contents

	<u>Page</u>
Table of Contents	2
Forecast Summary	3
Revenue Sources and Forecast Year-Over-Year Projected Overview	4
1.010 - General Property Tax (Real Estate)	5
1.020 - Public Utility Personal Property	6
1.030 - Income Tax	7
1.035 - Unrestricted Grants-in-Aid	8
1.040 & 1.045 - Restricted Grants-in-Aid	9
1.050 - Property Tax Allocation	10
1.060 - All Other Operating Revenues	11
2.070 - Total Other Financing Sources	12
Expenditures Overview	13
3.010 - Personnel Services	14
3.020 - Employee Benefits	15
3.030 - Purchased Services	16
3.040 - Supplies and Materials	17
3.050 - Capital Outlay	18
3.060 - 4.060 - Intergovernmental & Debt	19
4.300 - Other Objects	20
5.040 - Total Other Financing Uses	21
Five Year Forecast	22

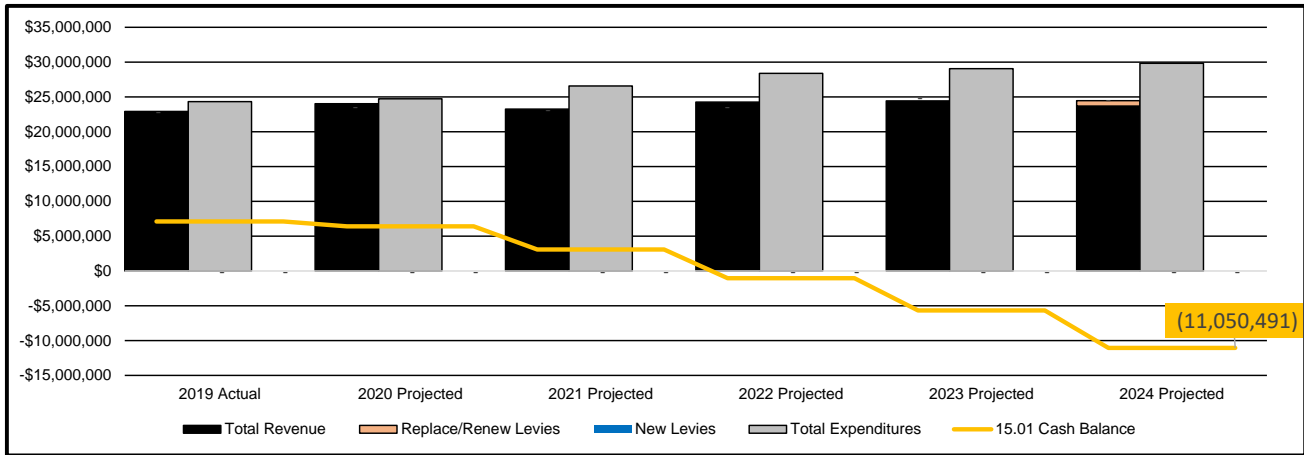
Forecast Purpose/Objectives

Ohio Department of Education's purposes/objectives for the five-year forecast are:

1. To engage the local board of education and the community in the long range planning and discussions of financial issues facing the school district.
2. To serve as a basis for determining the school district's ability to sign the certificate required by O.R.C. §5705.412, commonly known as the "412 certificate."
3. To provide a method for the Department of Education and Auditor of State to identify school districts with potential financial problems.

Forecast Methodology - This forecast is prepared based upon historical trends and current factors. This information is then extrapolated into estimates for subsequent years. The forecast variables can change multiple times throughout the fiscal year and while cash flow monitoring helps to identify unexpected variances no process is guaranteed. The intent is to provide the district's financial trend over time and a roadmap for decisions aimed at encouraging financial sustainability and stability.

Forecast Summary



Note: Cash balance includes any existing levy modeled as renewed during the forecast.
Cash balance is not reduced for encumbrances.

Financial Forecast

	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
Beginning Balance	7,110,530	6,405,963	3,102,531	(1,035,446)	(5,685,982)
+ Revenue	24,019,927	23,253,404	24,242,770	24,410,464	23,692,683
+ Proposed Renew/Replacement Levies	-	-	-	-	769,946
+ Proposed New Levies	-	-	-	-	-
- Expenditures	(24,724,494)	(26,556,835)	(28,380,747)	(29,060,999)	(29,827,138)
= Revenue Surplus or Deficit	(704,567)	(3,303,431)	(4,137,978)	(4,650,536)	(5,364,509)
Ending Balance with renewal levies Note: Not Reduced for Encumbrances	6,405,963	3,102,531	(1,035,446)	(5,685,982)	(11,050,491)

Analysis Without Renewal Levies Included:

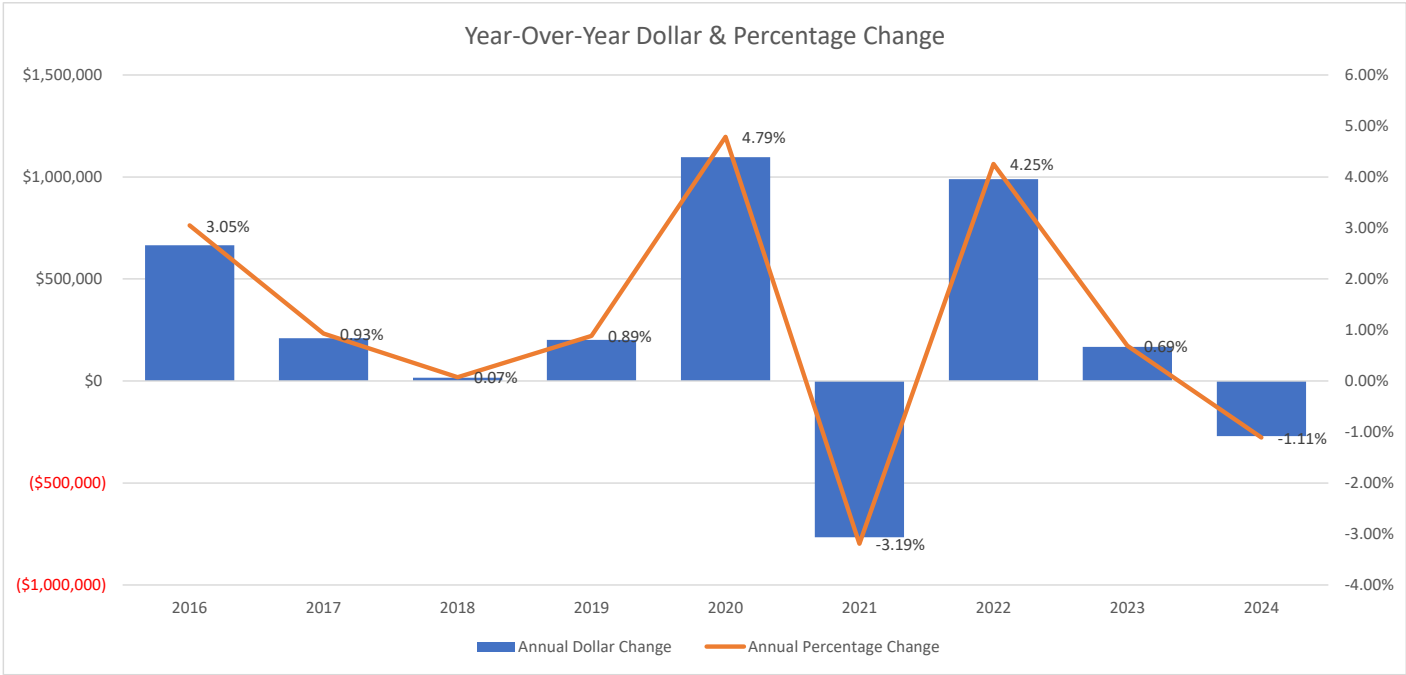
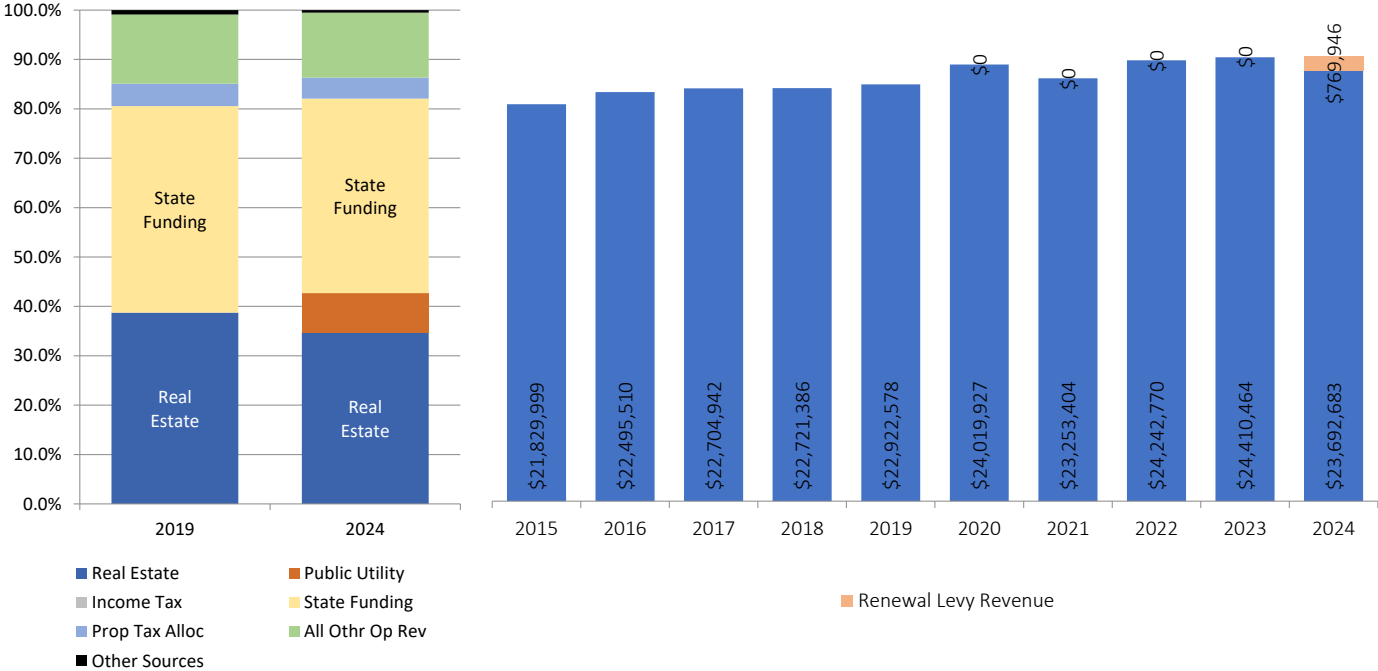
Revenue Surplus or Deficit w/o Levies	(704,567)	(3,303,431)	(4,137,978)	(4,650,536)	(6,134,455)
Ending Balance w/o Levies	6,405,963	3,102,531	(1,035,446)	(5,685,982)	(11,820,437)

In FY 2020 a revenue shortfall is expected. This means that expenditures are expected to be greater than revenue by \$704,567 in FY 2020. By the last year of the forecast, FY 2024, the district is expected to have a revenue shortfall where expenditures are projected to be greater than revenue by \$6,134,455. The district would need to cut its FY 2024 projected expenses by 20.57% in order to balance its budget without additional revenue.

The district's cash balance is positive at year-end in FY 2020 and is projected to worsen by FY 2024. A worsening cash balance can erode the district's financial stability over time.

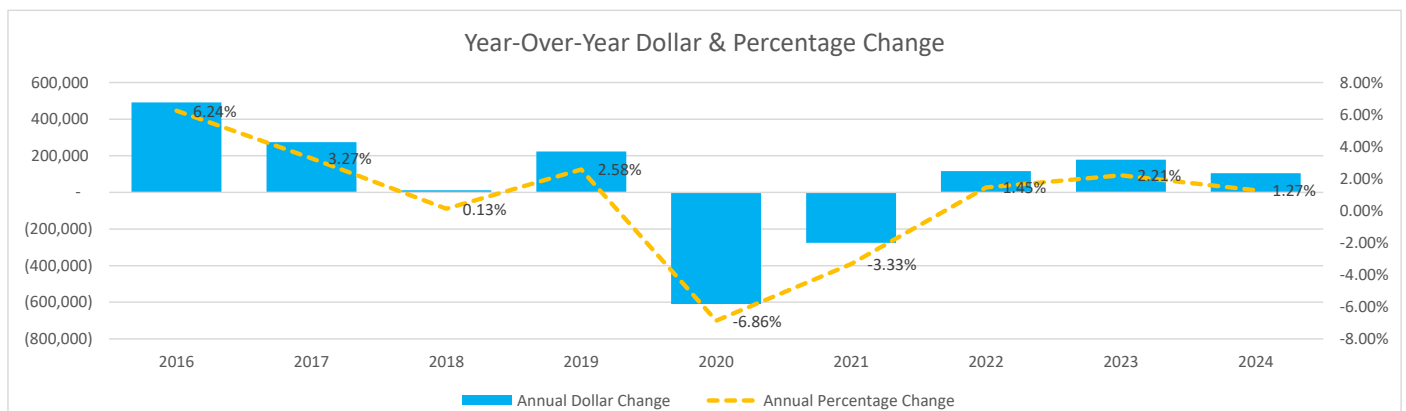
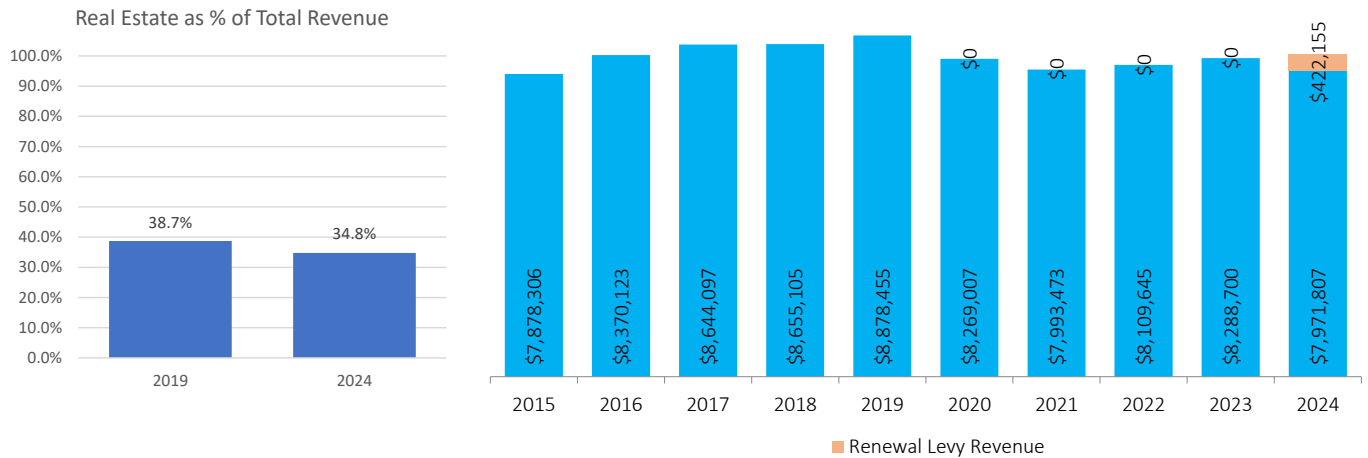
Revenue Sources and Forecast Year-Over-Year Projected Overview

Sources of Revenue Over Time



1.010 - General Property Tax (Real Estate)

Revenue collected from taxes levied by a school district by the assessed valuation of real property using effective tax rates for class I (residential/agricultural) and class II (business).



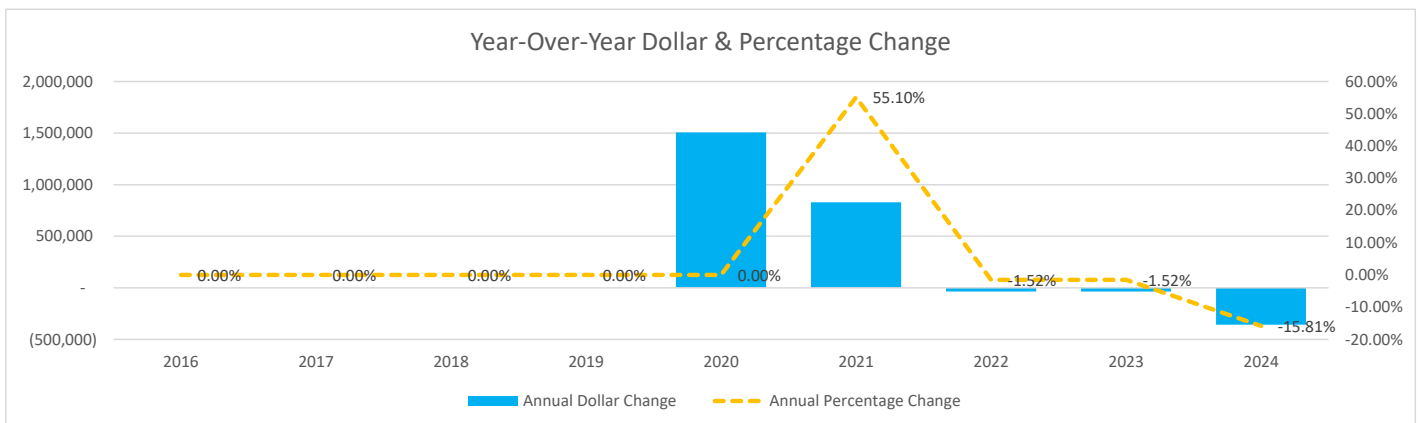
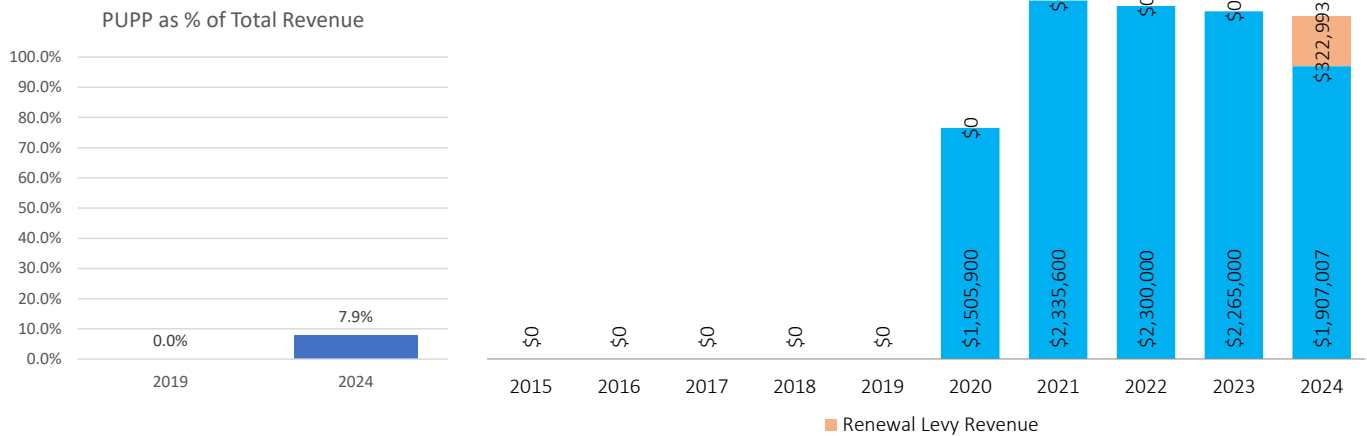
Values, Tax Rates and Gross Collections							Gross Collection Rate Including Delinquencies
Tax Yr	Valuation	Value Change	Class I Rate	Change	Class II Rate	Change	
2018	380,346,300	45,300,980	23.11	-	28.92	-	100.1%
2019	381,529,230	1,182,930	23.09	(0.02)	29.66	0.74	99.9%
2020	382,789,230	1,260,000	22.09	(1.00)	29.85	0.19	97.9%
2021	409,574,230	26,785,000	21.07	(1.01)	28.50	(1.35)	99.9%
2022	409,984,230	410,000	21.06	(0.02)	29.01	0.52	99.9%
2023	412,494,230	2,510,000	21.01	(0.05)	29.20	0.18	99.9%

Real estate property tax revenue accounts for 38.73% of total revenue. Class I or residential/agricultural taxes make up approximately 65.60% of the real estate property tax revenue. The Class I tax rate is 23.09 mills in tax year 2019. The district is modeling the renewal of real estate property taxes levies through 2024. The projections reflect an average gross collection rate of 99.5% annually through tax year 2023 with a slight decrease in tax year 2020 to account for the current economic climate change. The revenue changed at an average annual historical rate of 1.99% and is projected to change at an average annual rate of -1.05% through FY 2024. Historically, Public utility was recorded on this line and adjustments were made in this forecast to put it on the proper line which accounts for the majority of this line's decrease as it is reallocated to line 1.020. The County Auditor's office performed the sexennial reappraisal in calendar year 2018. Triennial Update is in 2021. The District has an 8.5 mill operating levy that was renewed in November 2017 and expires in tax year 2022 with collection ending in calendar year 2023.

*Projected % trends include renewal levies

1.020 - Public Utility Personal Property

Revenue generated from public utility personal property valuations multiplied by the district's full voted tax rate.



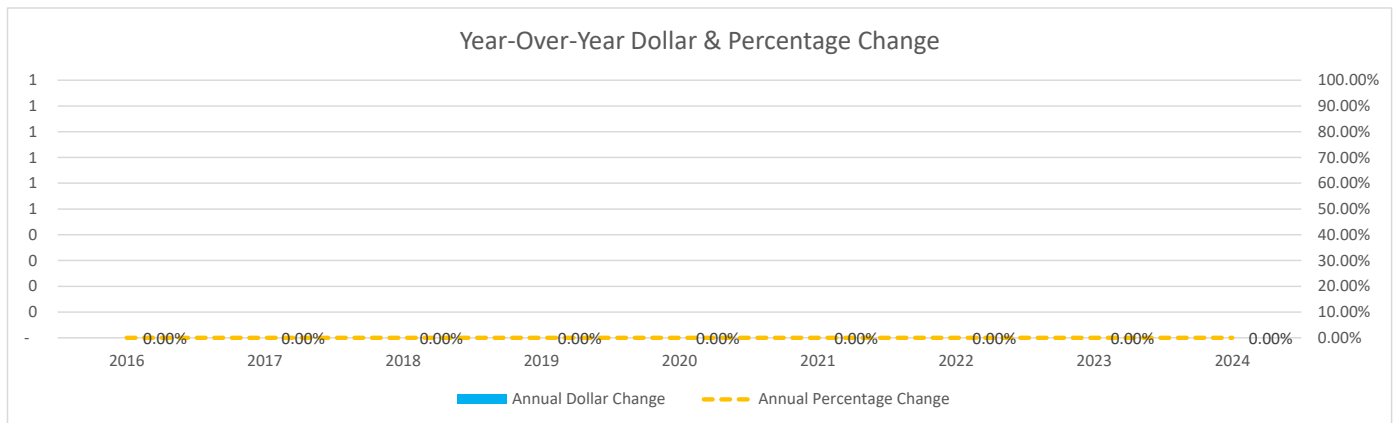
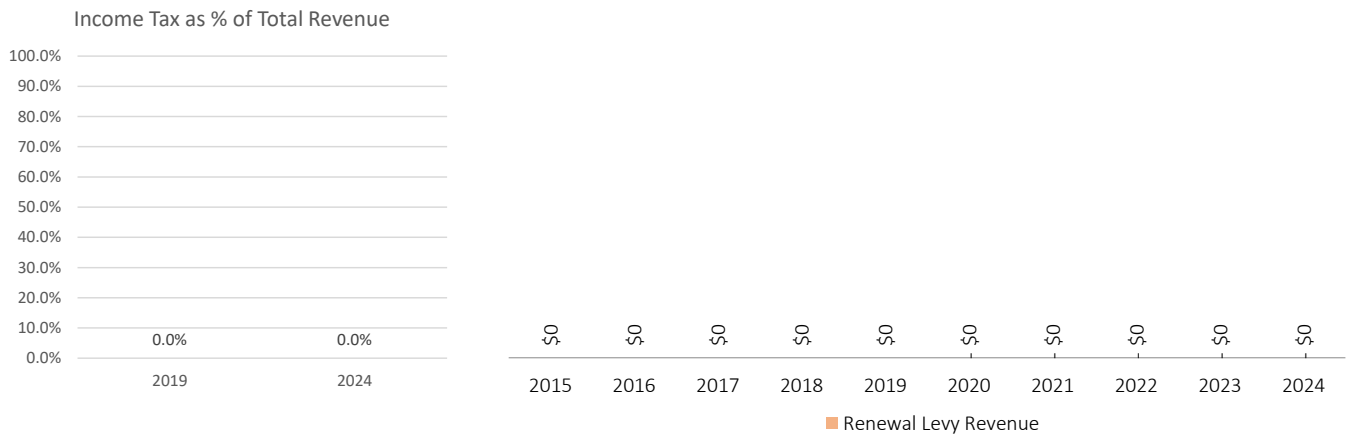
Values and Tax Rates					Gross Collection Rate Including Delinquencies
Tax Year	Valuation	Value Change	Full Voted Rate	Change	
2018	12,588,060	551,360	54.90	-	100.0%
2019	43,262,160	30,674,100	54.90	-	100.0%
2020	42,180,606	(1,081,554)	54.90	-	100.0%
2021	41,126,091	(1,054,515)	54.90	-	100.0%
2022	40,097,939	(1,028,152)	54.90	-	100.0%
2023	39,095,491	(1,002,448)	54.90	-	100.0%

The public utility personal property tax revenue is generated from the personal property values, additions, and depreciation reported by the utility companies. The property is taxed at the full voted tax rate which in tax year 2019 is 54.9 mills. NEXUS Pipeline revenue is received here in the amount of approximately \$842,000 for FY2020, and \$1,644,000 for FY2021. Pipeline valuation is expected to have roughly a 2.5% decrease annually which is factored into the calculations. Current valuation reflects the amended value at approximately 47% of the original assessed valuation due to the appeal that had taken place this year. The amounts are forecasted at the current lowest appealed value. Under Ohio law all property tax levies apply to all property valuation (real property and Public Utility Tangible Property). This means that if an existing levy falls off, it is no longer applied to any type of value. Additionally, NEXUS has the right to appeal valuation annually.

*Projected % trends include renewal levies

1.030 - No Income Tax

Revenue collected from income tax earmarked specifically to support schools with a voter approved tax by residents of the school district; separate from federal, state and municipal income taxes.

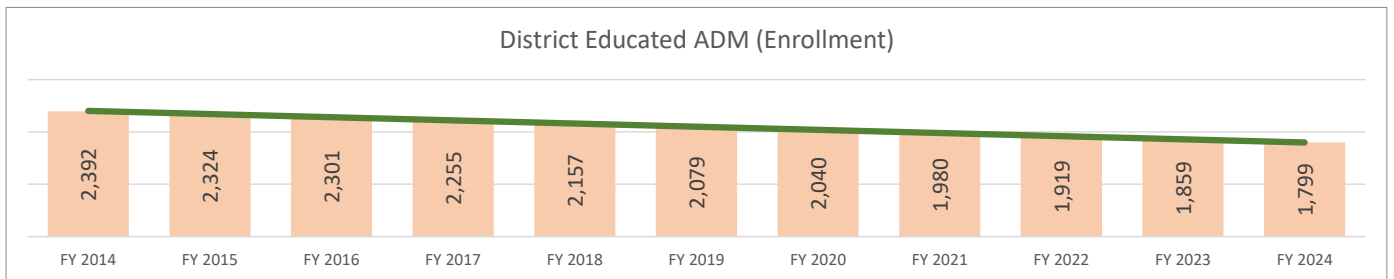
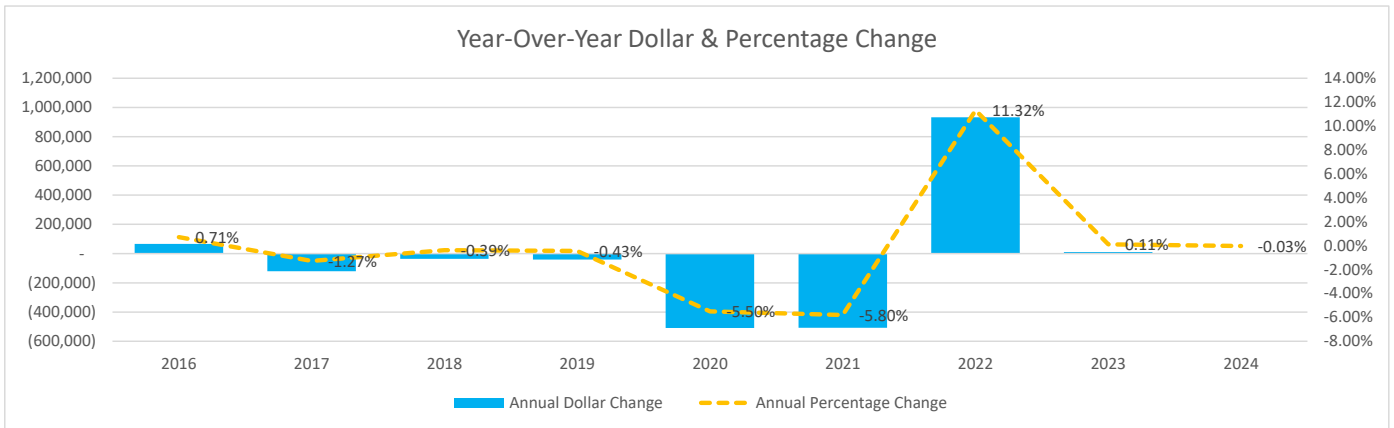
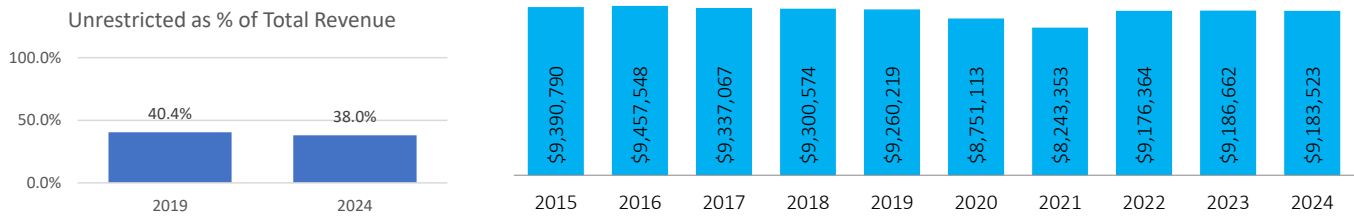


The district does not have an income tax levy.

**Projected % trends include renewal levies*

1.035 - Unrestricted Grants-in-Aid

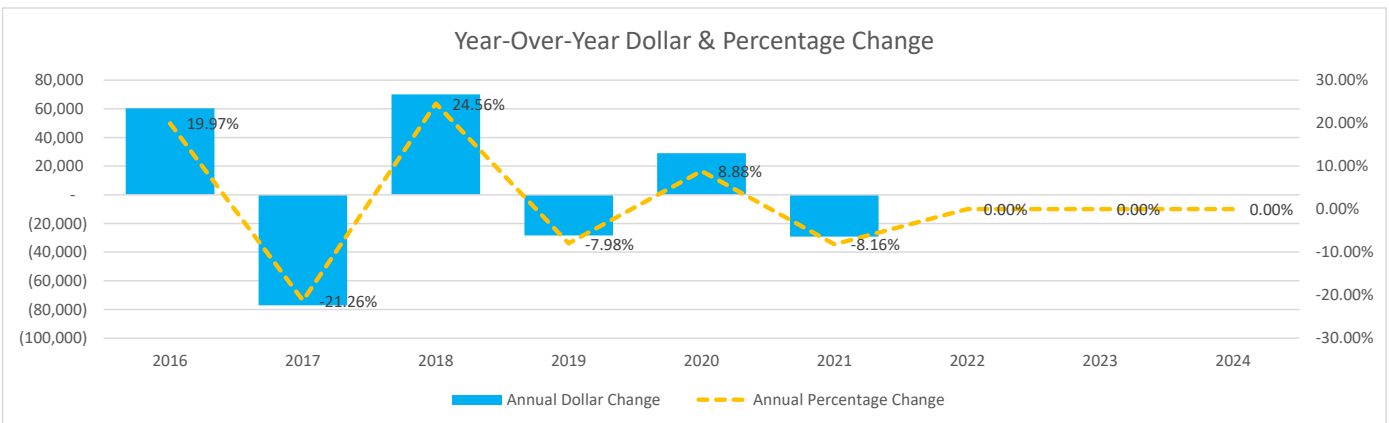
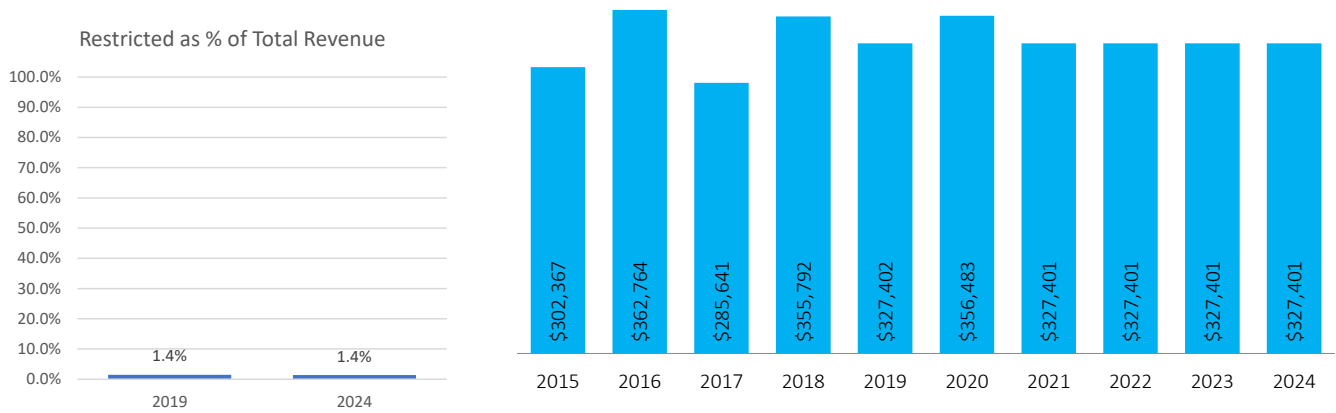
Funds received through the State Foundation Program with no restriction.



The FY2019 per pupil and foundation revenue amount is the base aid amount used in FY2020. The projected funding that the district should have received for this line including any additional aid adjustments is an estimated \$9,159,350 for FY2020. Wellness dollars are recorded in a special revenue fund and are not included in this forecast. The district has the option to move some expenditures from the general fund to the special revenue fund receiving these dollars. The new biennium budget for FY2020-2021 suspended the previous formula at FY2019 levels. Enrollment has historically been decreasing at an annual average rate of about 2.8% since 2015 and is projected accordingly. At the end of FY2020, the state cut foundation funding by \$408,237. It is unknown, but likely that there will be cuts in FY2021, however the only information that we have at this time is that the Governor has stated that "there will be a budget shortfall in FY2021" and the Lt. Governor stated "the deficit could be double the rainy day fund." The district's most recent cut was 4.5% of the foundation payment for the year and as such, with the information we have at this current time, the projected foundation revenues are reduced by 10% for FY2021.

1.040 & 1.045 - Restricted Grants-in-Aid

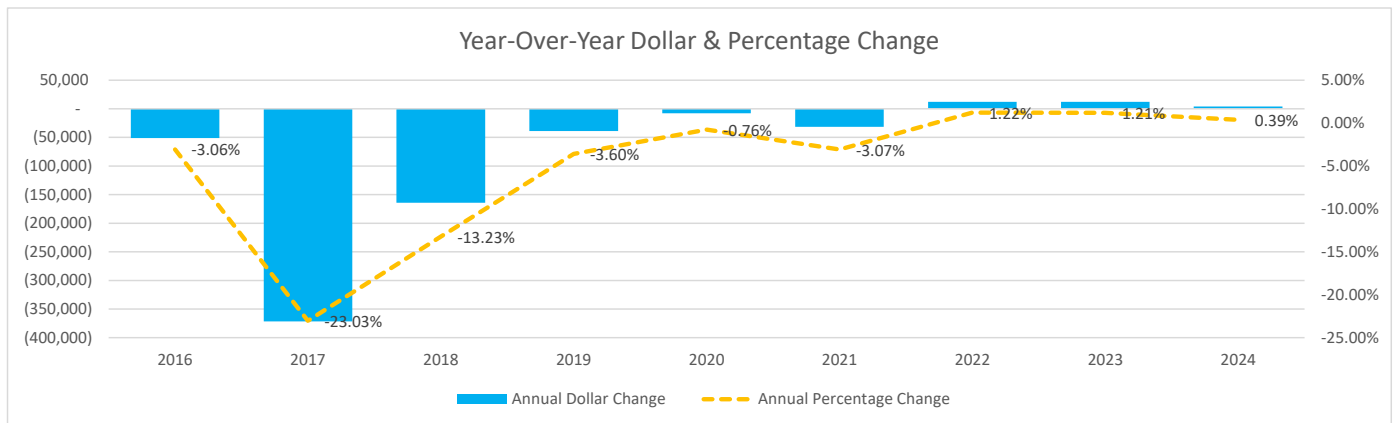
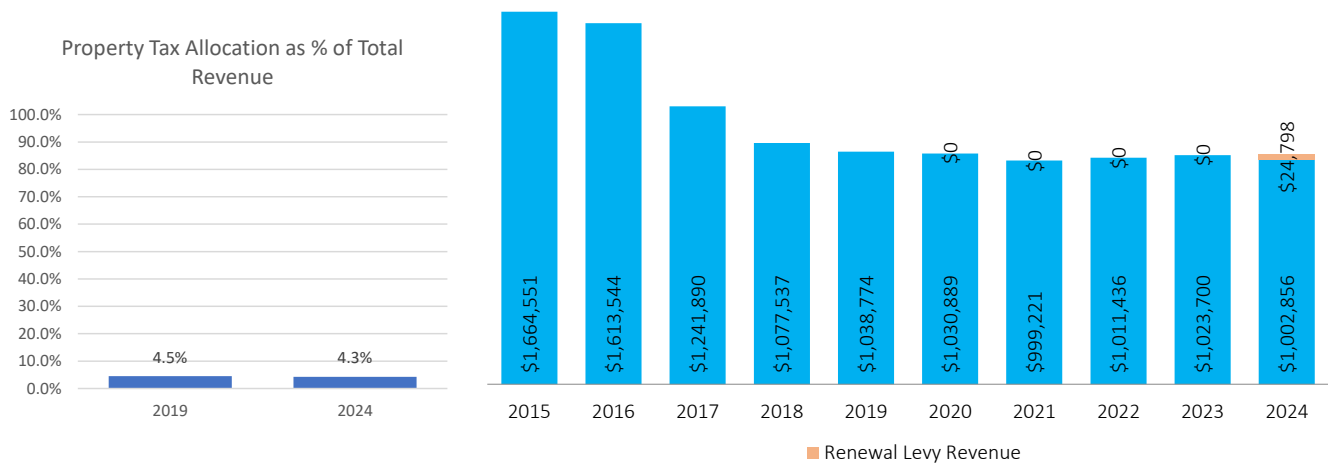
Funds received through the State Foundation Program or other allocations that are restricted for specific purposes.



Restricted aid is the portion of state per pupil funding that must be classified as restricted use. Historically the district's restricted state aid changed annually on average by -\$11,787 and is projected to change annually on average by \$0. Restricted funds represent 1.43% of total revenue. This funding source fluctuates with the quantity of students that qualify under these programs.

1.050 - Property Tax Allocation

Includes funds received for Tangible Personal Property Tax Reimbursement, Electric Deregulation, Homestead and Rollback.

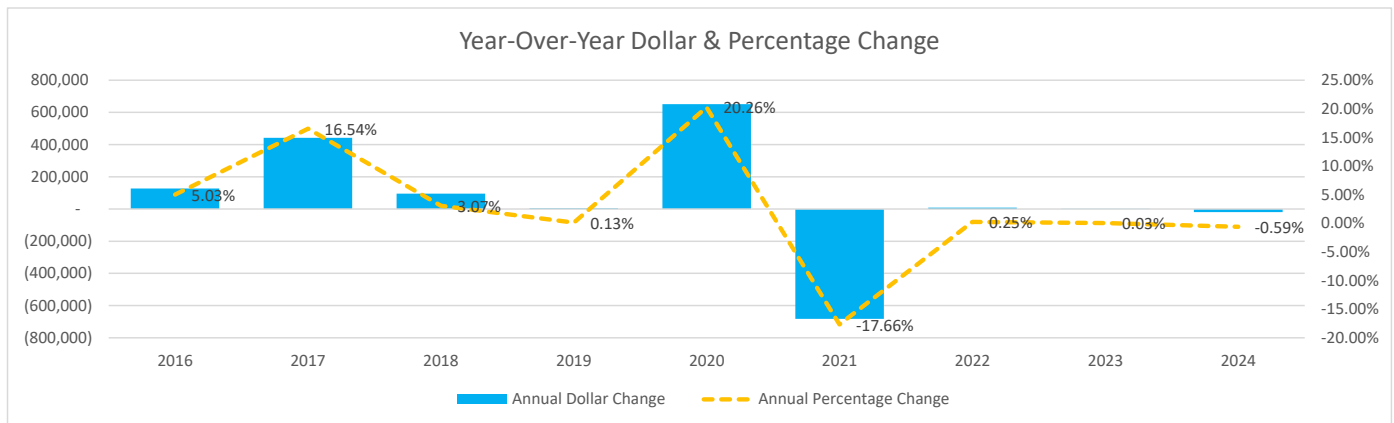
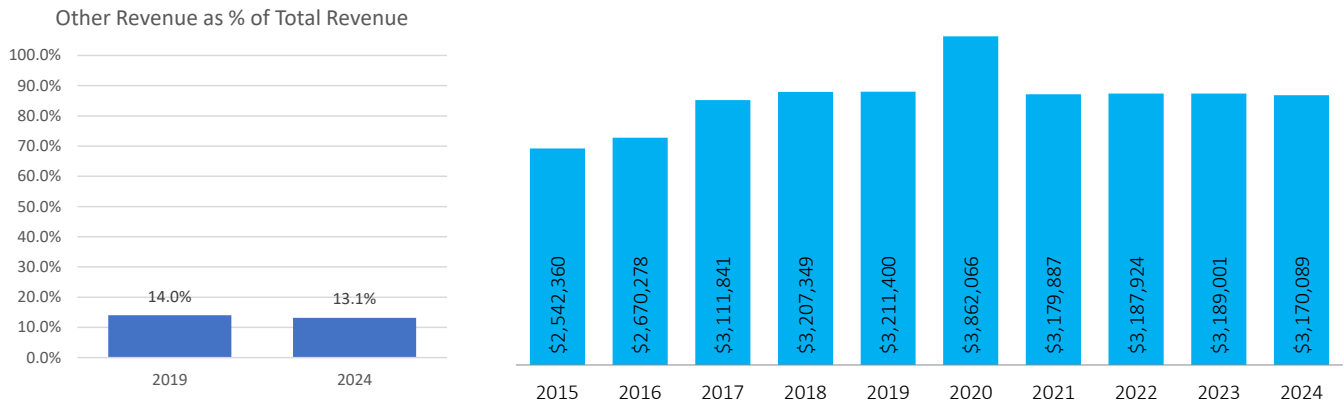


Property tax allocation primarily consists of reimbursements from the state of Ohio for local taxpayer credits or reductions. The state reduces the local taxpayer's tax bill with a 10% rollback credit, and 2.5% owner-occupied rollback credit, plus a homestead credit for qualifying taxpayers. In FY 2020, approximately 11.6% local residential property taxes will be reimbursed by the state in the form of rollback credits and approximately 3.5% will be reimbursed in the form of qualifying homestead exemption credits. The Property Tax Loss-Make Ups deal with the State's attempt to hold the District harmless for the loss of Tangible Personal Property Taxes. The Property Tax Loss-Make Up monies are scheduled to be phased out over a period of time with the largest reduction experienced in FY2017 of ~\$360,000 from FY2016 to a total of ~\$202,000 received. In FY2018 approximately \$37,000 was received in TPP phase out revenue. The most recent TPP phase out information from ODE has the district receiving \$0 going forward, and thus no TPP phase out revenue is included in this forecast.

*Projected % trends include renewal levies

1.060 - All Other Operating Revenues

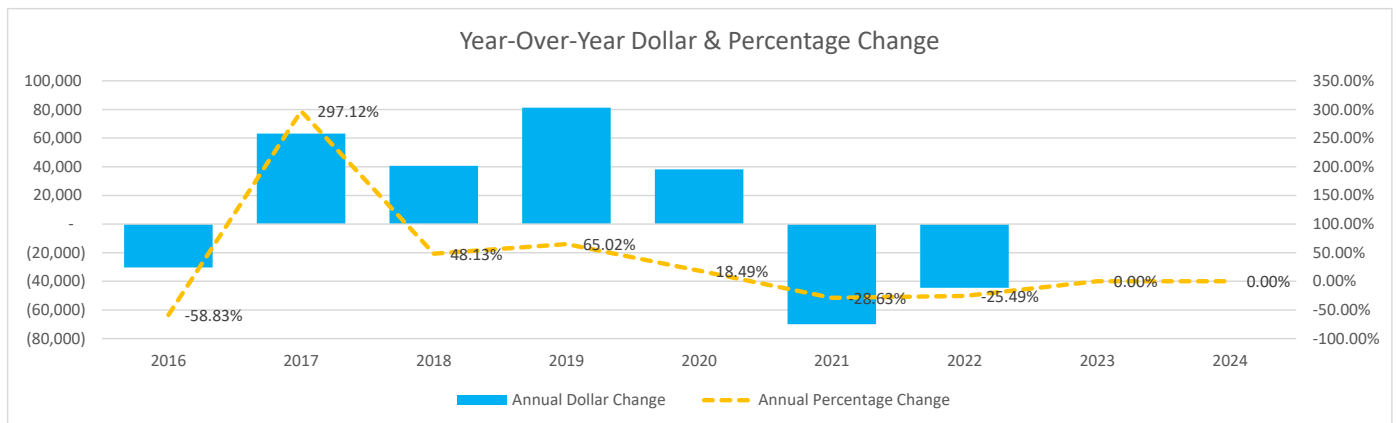
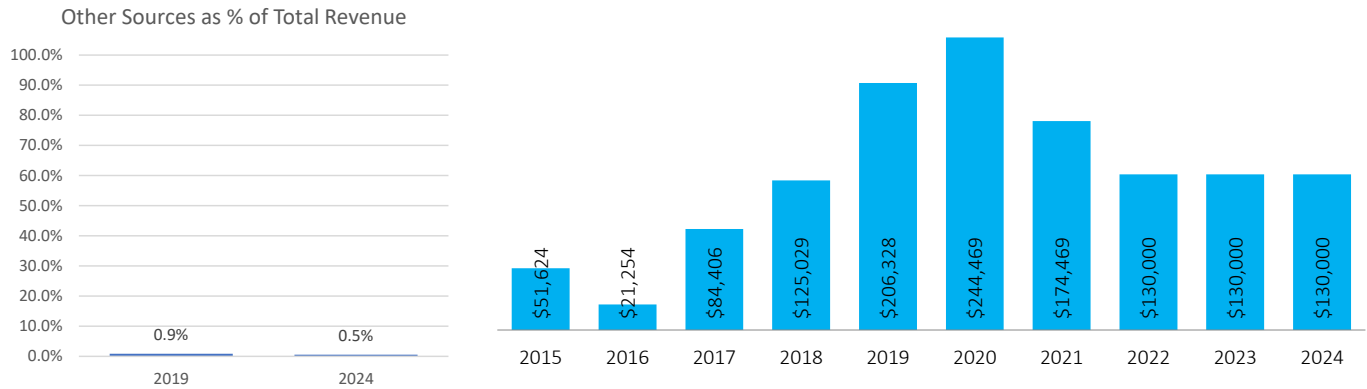
Operating revenue sources not included in other lines; examples include tuition, fees, earnings on investments, rentals, and donations.



Other revenue includes tuition received by the district for non-resident students educated by the district. It also includes interest income, payments in lieu of taxes, and miscellaneous revenue. All Other Operating Revenues consists largely of Open Enrollment tuition, investment earnings, other taxes, reimbursement of excess costs for student support services, and various other miscellaneous revenues. Open Enrollment In has increased the past several years and started to level off. Revenues associated with open enrolled students will be adjusted as trends change. Open Enrolled tuition also increased in FY2017 due to the increase in per student funding. FY2020 also includes \$704,425 from the settlement with Terry's Tire Town.

2.070 - Total Other Financing Sources

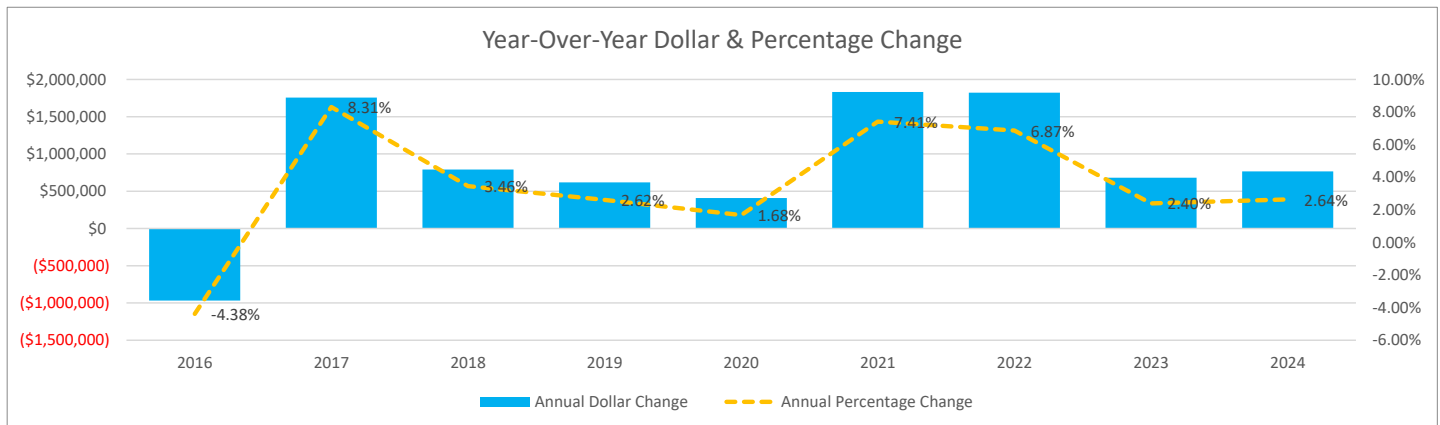
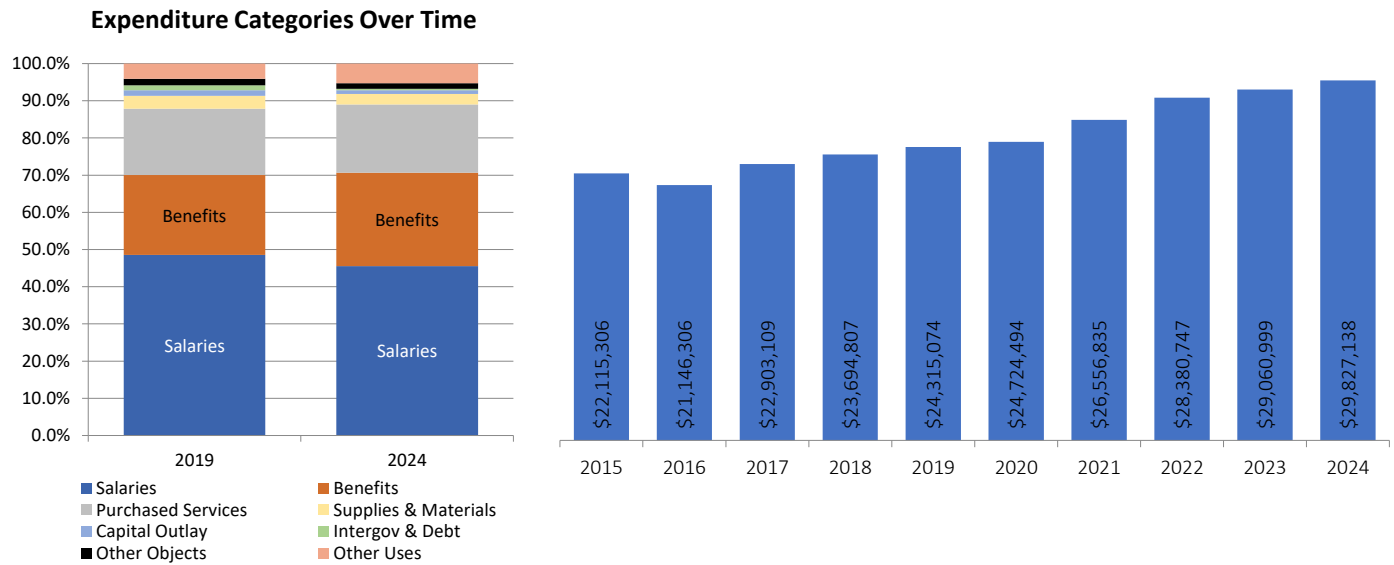
Includes proceeds from sale of notes, state emergency loans and advancements, operating transfers-in, and all other financing sources like sale and loss of assets, and refund of prior year expenditures.



	2019	FORECASTED				
		2020	2021	2022	2023	2024
Transfers In	-	-	-	-	-	-
Advances In	-	-	-	-	-	-
All Other Financing Sources	206,328	244,469	174,469	130,000	130,000	130,000

All Other Financing Sources consists primarily of refunds of prior fiscal year expenditures. These amounts are usually nominal, are difficult to predict, and can vary greatly from year-to-year. In FY 2019 the district received \$0 as advances-in and is projecting advances of \$0 in FY 2020. The district is projecting that all other financing sources will be \$244,469 in FY 2020 and average \$141,117 annually through FY 2024.

Expenditure Categories and Forecast Year-Over-Year Projected Overview



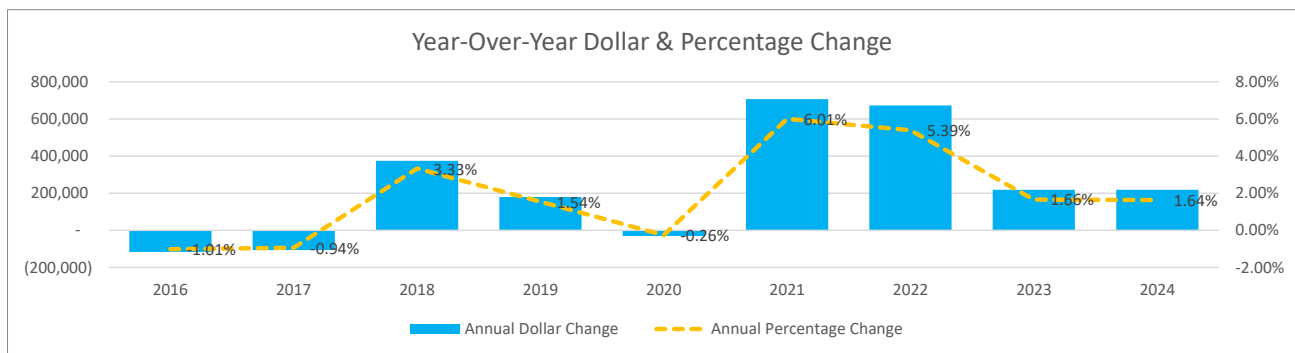
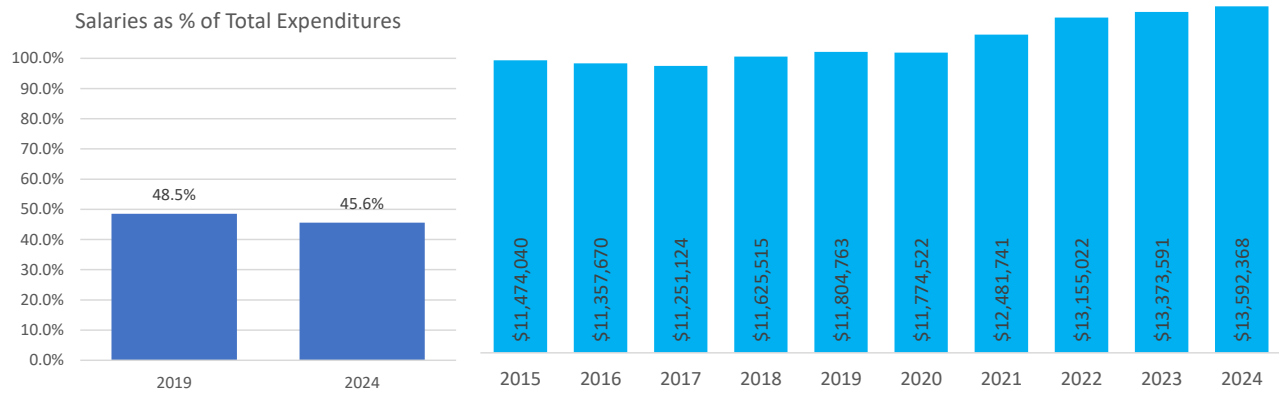
3-Year Historical Actual Average Annual Dollar Change Compared to 5-Year Projected

	Historical Average Annual \$ Change	Projected Average Annual \$ Change	Projected Compared to Historical Variance	
Salaries	\$149,031	\$357,521	\$208,490	Total expenditures increased 4.79% or \$1,056,256 annually during the past five years and is projected to increase 4.53% or \$1,102,413 annually through FY2024. Benefits has the largest projected average annual variance compared to the historical average at \$272,810.
Benefits	\$180,292	\$453,103	\$272,810	
Purchased Services	\$384,719	\$225,402	(\$159,317)	
Supplies & Materials	\$91,726	\$1,780	(\$89,946)	
Capital Outlay	(\$107,772)	(\$14,121)	\$93,651	
Intergov & Debt	\$14,169	(\$42,337)	(\$56,506)	
Other Objects	\$10,758	\$7,102	(\$3,656)	
Other Uses	\$333,333	\$113,963	(\$219,370)	
Total Average Annual Change	\$1,056,256	\$1,102,413	\$46,157	
	4.79%	4.53%	-0.26%	

Note: Expenditure average annual change is projected to be > \$1,102,413 On an annual average basis, revenues are projected to grow slower than expenditures.

3.010 - Personnel Services

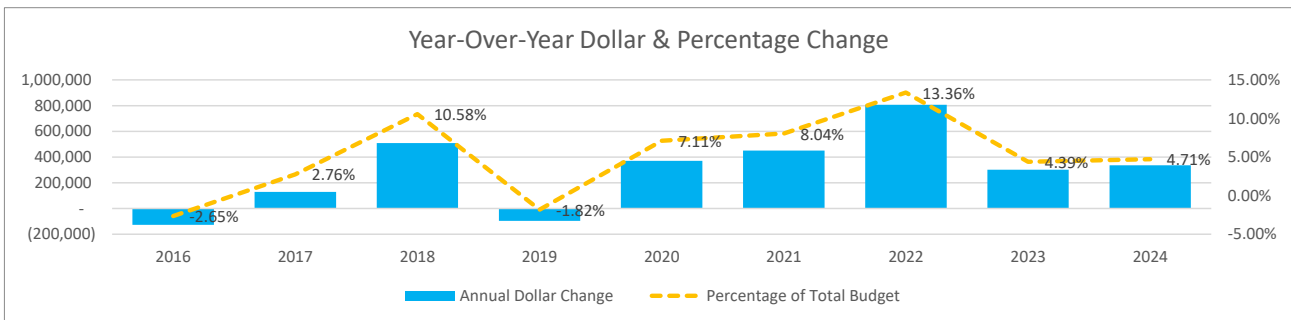
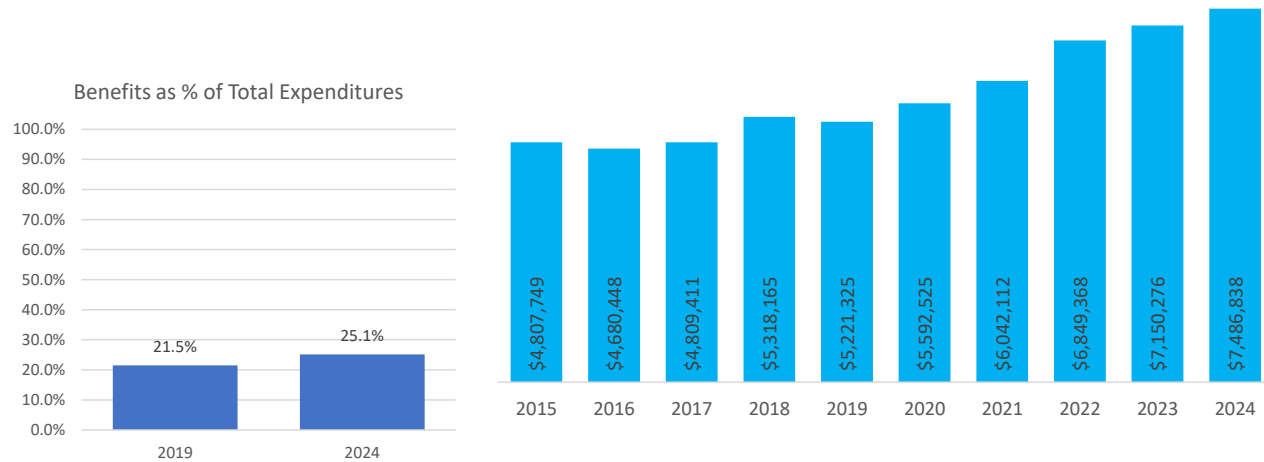
Employee salaries and wages, including extended time, severance pay, supplemental contracts, etc.



Salaries represent 48.55% of total expenditures and increased at a historical average annual rate of 1.31% or \$149,031. This category of expenditure is projected to grow at an average annual rate of 2.89% or \$357,521 through FY 2024. The projected average annual rate of change is 1.58% more than the five-year historical annual average. Personnel Services include salaries and paid leave for all district employees. The current three-year certified and classified contracts were ratified and board approved on April 2019 and April 2020 with effective dates of July 1, 2019 - June 30, 2022 and July 1, 2020-June 2023 respectively. The contracts include base increases of 2.5% each year in addition to continuation of one step movement for each year - both of those items are included in FY2020-2022. FY 2023-2024 includes only the continuation of one step movement for both certified and classified staff. FY2020 included reclassification of \$186,000 in expenditures to federal funds, decreased expenditures from reduction of staff, a one-time 2% bonus payout for staff and decreased payroll March through June due to COVID-19. FY2021 includes an estimated \$230,000 annually that will change as staffing decisions are finalized (not including benefits, only general fund reported) as well as a non-replaced staff retirement. Food service staffing is also being discussed at this point which would come from the food service fund. This fund has been experiencing a need to reduce expenditures this past year in addition to a strain caused by the current economic situation. The wellness funding granted to the district is temporarily offsetting the various salaries, benefits and purchased service line item expenditures. The dollars are restricted to specific initiatives and are not included in this forecast. In years going forward, the line item expenditures are brought back into the forecast in 2022 as there is no guarantee that those funds will continue past FY2021. The current projected amount for wellness funds for FY2020-2021 is \$1,178,996, however this is based on a per pupil amount and will likely change. The expenditures that are currently being offset are put back into the forecast in FY2022 in the case that the funding does not continue. With respect to the current economic situation, it is important to keep in mind that these assumptions could also be strongly impacted by decreases in federal funding as those expenses would have to be reallocated back to the general fund.

3.020 - Employees' Benefits

Retirement for all employees, Workers Compensation, early retirement incentives, Medicare, unemployment, pickup on pickup, and all health-related insurances.

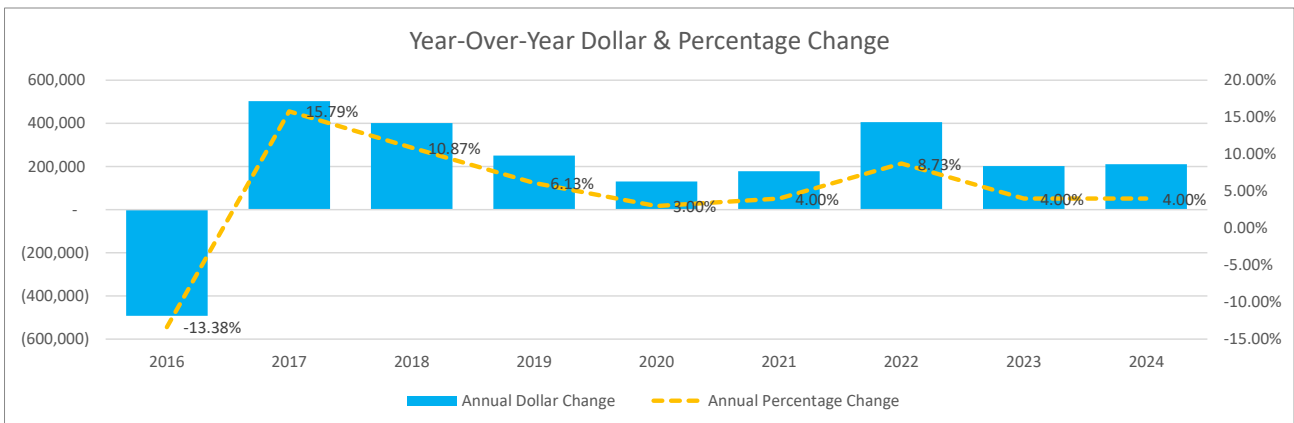
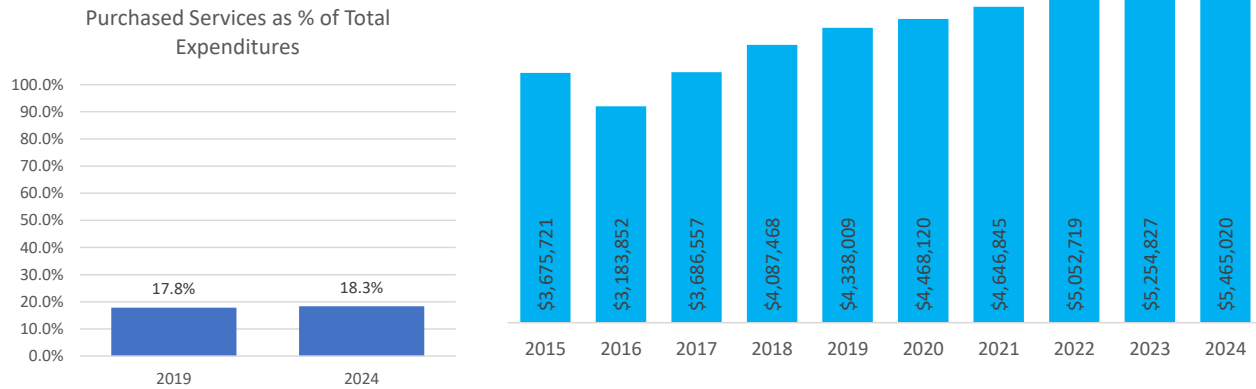


Benefits represent 21.47% of total expenditures and increased at a historical average annual rate of 3.84%. This category of expenditure is projected to grow at an annual average rate of 7.52% through FY 2024. The projected average annual rate of change is 3.68% more than the five year historical annual average. An estimated \$120,000 (General Fund) in benefits related to the district staffing increases are also included on this line for FY2021 and forward which will change as staffing decisions are finalized. Employees' Retirement/Insurance Benefits include pension, medical/prescription/ dental/ life insurances, workers' compensation, unemployment, and tuition reimbursement. Pension benefits are forecasted to increase/decrease based on the projected salaries. The district has historically forecasted 7% premium increases and the premium holiday projections of typically 1 annually. One additional premium holiday has been added for FY2021 due to the probability of occurrence and historical figures. The Board share of Pension Benefits is 14% of employee's compensation for both certified and classified retirement systems. This line also includes current expenditures associated with wellness dollars which would be brought back into the general funds if those funds do not continue after FY2021. Historical data along with projections on benefits is shown below:

Employee Share			Premium Increase	Premium Holiday
	Medical	Dental		
			2016	2
2015-2017	10.00%	20.00%	2017	3
2018	11.00%	20.00%	2018	2
2019	12.00%	20.00%	2019	3
2020	12.00%	20.00%	2020	2
2021	13.00%	20.00%	2021	2 est
2022	14.00%	20.00%	2022	1 est
			2023	1 est
			2024	1 est

3.030 - Purchased Services

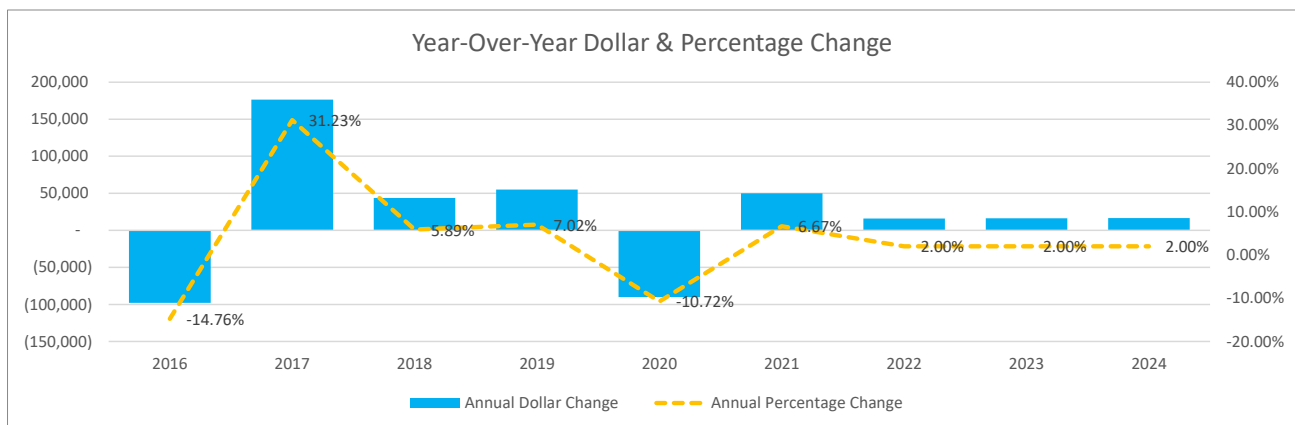
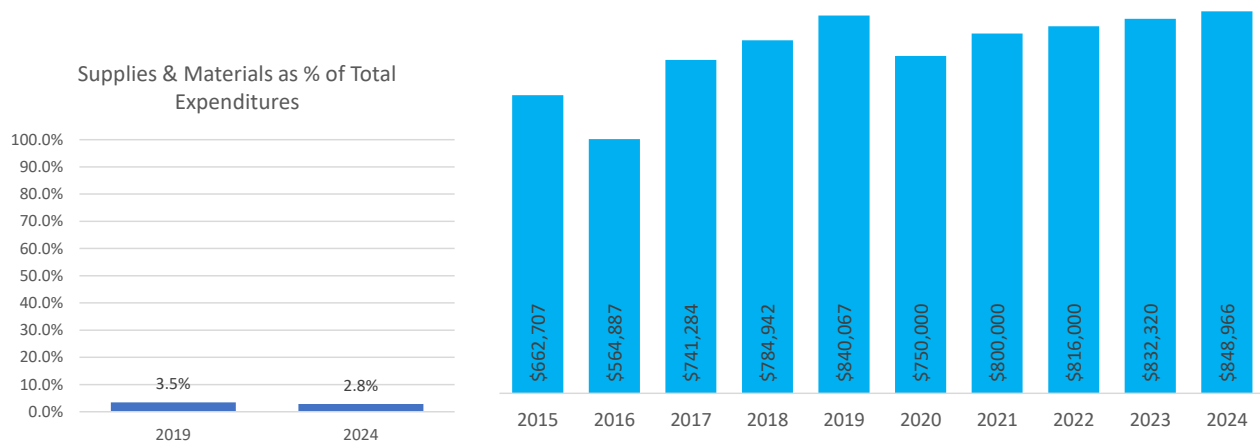
Amounts paid for personal services rendered by personnel who are not on the payroll of the school district, expenses for tuition paid to other districts, utilities costs and other services which the school district may purchase.



Purchased Services represent 17.84% of total expenditures and increased at a historical average annual rate of 10.93%. This category of expenditure is projected to grow at an annual average rate of 4.75% through FY 2024 based on historical trends. Purchased Services are made up of many items, primarily costs associated with Open Enrollment Out, other tuition payments to school districts and community schools, preschool instructional services, repair services, utilities, legal services and various other services performed by others outside of the school district. Costs associated with other tuition payments to community schools, Stem schools, scholarship programs and other school districts vary based on the quantities of students in given year in these other educational programs. This line also includes current expenditures associated with wellens dollars which would be brought back into the general funds if those funds do not continue after FY2021.

3.040 - Supplies & Materials

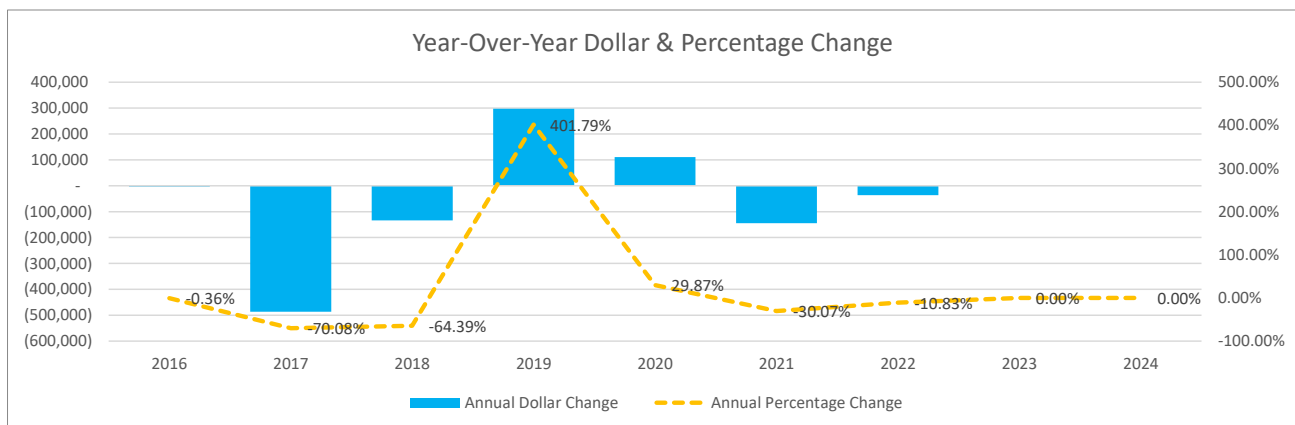
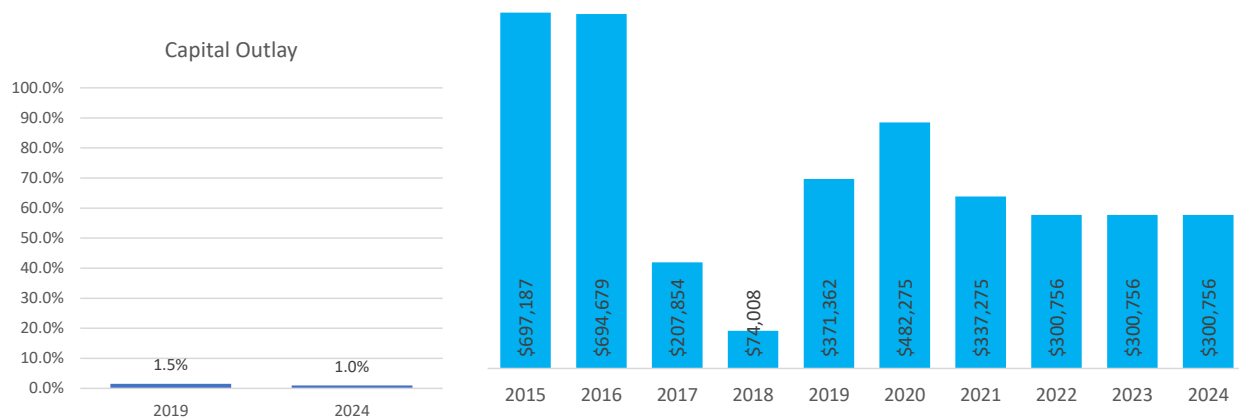
Expenditures for general supplies, instructional materials including textbooks and media material, bus fuel and tires, and all other maintenance supplies.



Supplies & Materials represent 3.45% of total expenditures and increased at a historical average annual rate of 14.71%. This category of expenditure is projected to grow at an annual average rate of .39% through FY 2024. Supplies and Materials consists of primarily instructional and general supplies, textbooks, electronic instructional materials, transportation supplies, maintenance supplies and fuel for transportation. This line reflects a decrease in spending for career tech supplies as in past years too much funding has been allocated. In FY2020 when comparing budgeted amounts to ODE actual funding and guidelines, the deviation was around \$45,000. Since the programs are based on headcount, this number will vary and is the basis for the reduction from the FY2019 spend. FY2020 is projected to end with slight savings over the previous years due to the COVID-19 epidemic and FY 2021 is returned to normal spending with 2% inflationary increases.

3.050 - Capital Outlay

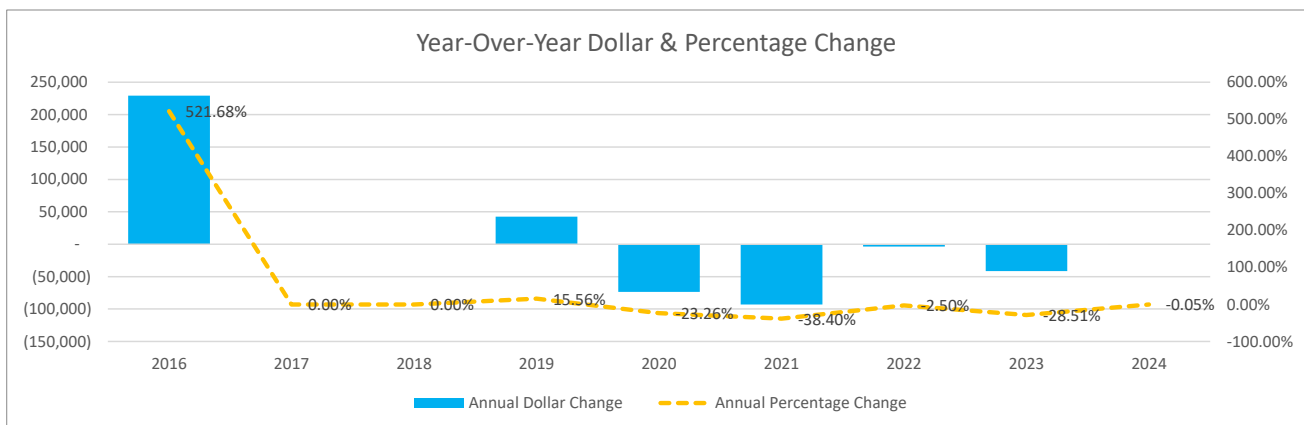
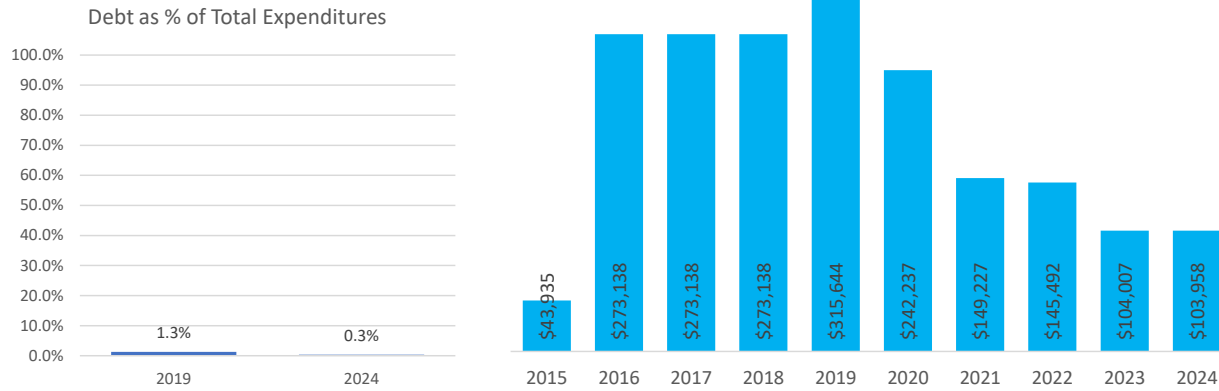
This line includes expenditures for items having at least a five-year life expectancy, such as land, buildings, improvements of grounds, equipment, computers/technology, furnishings, and buses.



Capital Outlay represent 1.53% of total expenditures. Capital Outlay consists of building/land improvements and new/replacement equipment. Due to the age and condition of our current school facilities, upkeep is required. FY2016 included the cost of renovating two high school science rooms, \$516,018, and completion of the repair of the bus garage \$70,795, the construction of the landscape building \$13,101, and various equipment purchases. FY2017 consists of investments in classroom furniture, career tech equipment, technology equipment and grounds maintenance equipment. FY2018 included the purchase of iPads for 6th grade. FY2019 reflects the purchase of new bleachers for the high school gymnasium and the purchase of property on Moulin Avenue. FY2019 also includes the purchase of iPads for 6th and for 3rd grade as the district continues working towards achieving a one-to-one device ratio with students in grades 3-12. FY2020 includes the payment for the erate wireless upgrade for \$92,808 and is also reduced by remaining CARES money funds that were not allocated toward the Apple technology purchase in FY2021 of \$347,132. The payment for the FY2020 bus purchase is also housed on this line and will be a reduction of expenditure the following year when the money is reimbursed. The total CARES funding to be received to reduce expenditures between FY2020 and FY2021 is \$394,225.31. FY2022-2024 is forecasted to include the purchase of iPads for 3rd and 6th and other building or technology needs.

3.060-4.060 - Intergovernmental & Debt

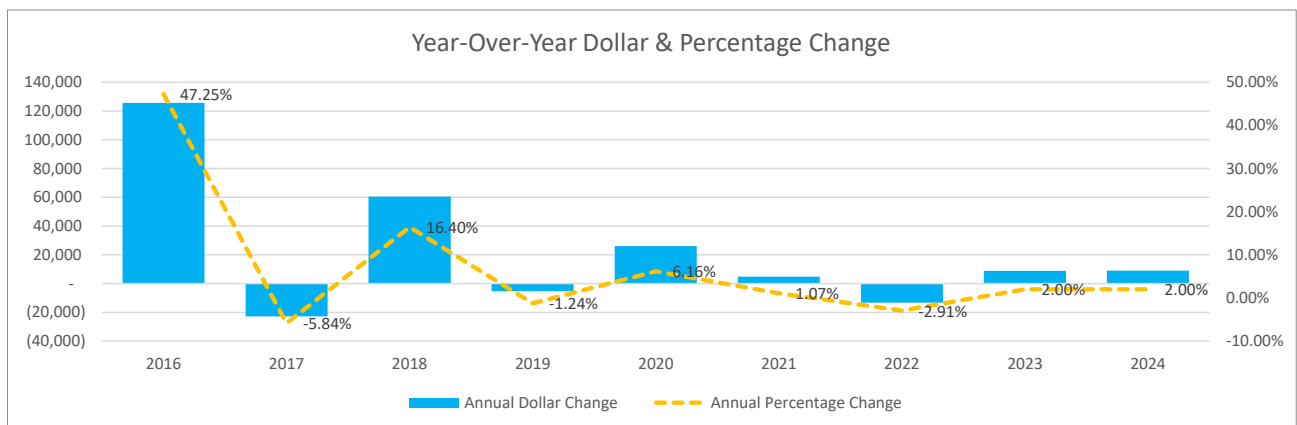
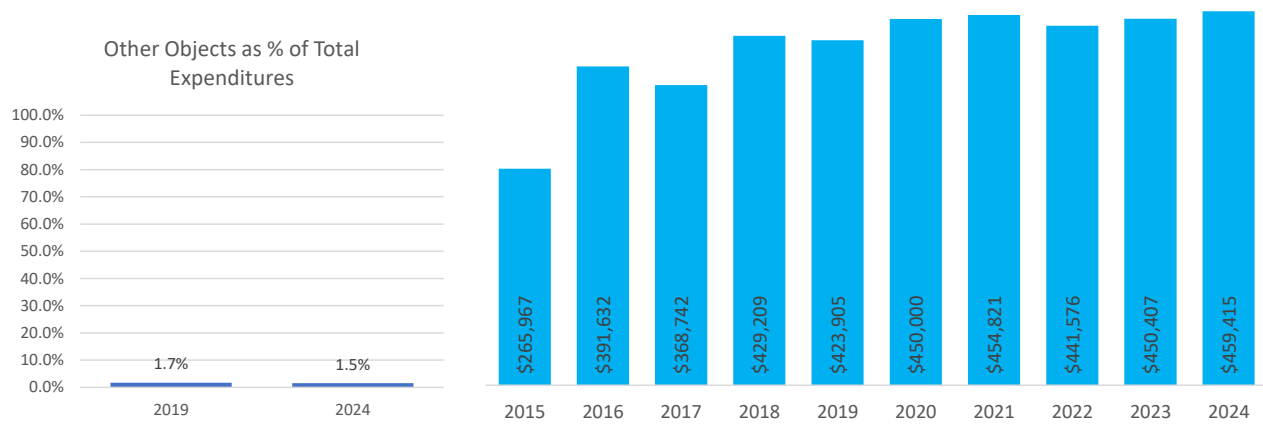
These lines account for pass through payments, as well as monies received by a district on behalf of another governmental entity, plus principal and interest payments for general fund borrowing.



The Intergovernmental/Debt expenditure category details general fund debt issued by the District. Debt service payments began in FY2015 to fund the HB264 energy conservation project. The loan is for a period of 10 years and will mature in December of 2024. FY2019 included a four year lease for MacBook Air laptops for staff. This is a four year lease with ability to trade in used laptops for credit after three years. Interest and fiscal charges for the HB264 loan and leases mentioned above are shown on line 4.060.

4.300 - Other Objects

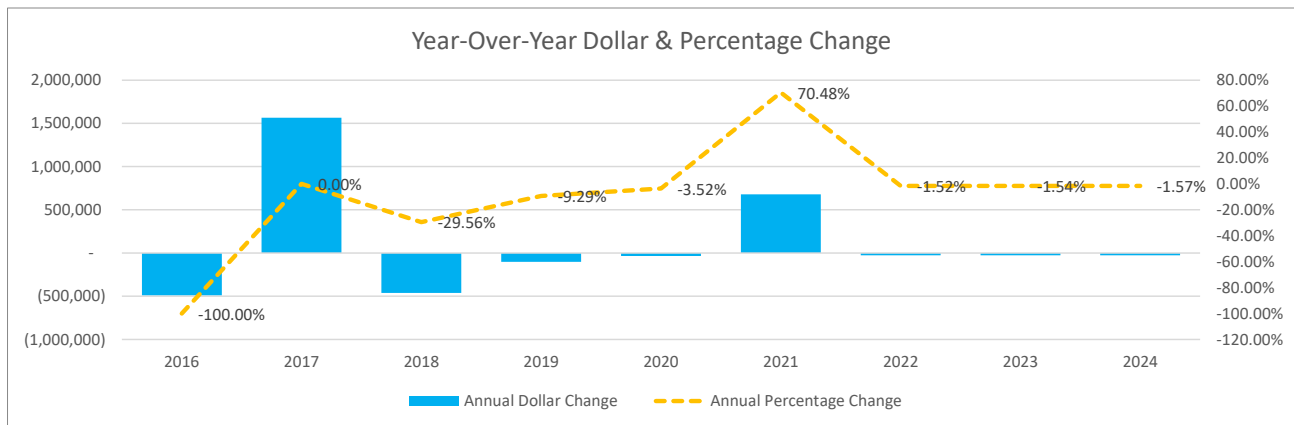
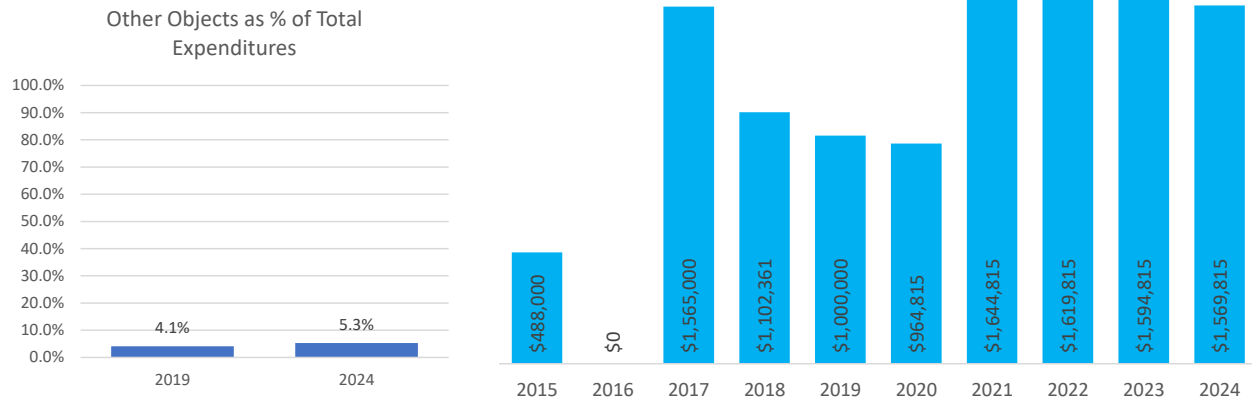
Primary components for this expenditure line are membership dues and fees, ESC contract deductions, County Auditor/Treasurer fees, audit expenses, and election expenses.



Other Objects represent 1.74% of total expenditures and increased at a historical average annual rate of 3.11%. This category of expenditure is projected to grow at an annual average rate of 1.66% through FY 2024. The projected average annual rate of change is -1.44% less than the five year historical annual average. Other Objects consist of County ESC deductions for various services, County Auditor and Treasurer Collection and other Fees, professional organization memberships, and other miscellaneous expenditures. These costs are anticipated to increase slightly throughout the forecast period.

5.040 - Total Other Financing Uses

Operating transfers-out, advances out to other funds, and all other general fund financing uses.



	2019	2020	2021	2022	2023	2024
Transfers Out	1,000,000	964,815	1,644,815	1,619,815	1,594,815	1,569,815
Advances Out	-	-	-	-	-	-
Other Financing Uses	-	-	-	-	-	-

Other uses include expenditures that are generally classified as non-operating. It is typically in the form of advances-out which are then repaid into the general fund from the other district funds. In FY 2019 the district had no advances-out and has no advances-out forecasted through FY 2024. The district can also move general funds permanently to other funds and as the schedule above presents, the district has transfers forecasted through FY 2024. The table above presents the district's planned advances and transfers. FY2017 includes \$1,500,000 transferred to the Permanent Improvement Fund to provide funds to renovate the middle school Science Rooms and common areas as well as to build a new building in the High School stadium for storage, restrooms and concession stand capabilities on the visitor side of the stadium. FY2017 also includes \$50,000 to the Termination of Benefits Fund for retirement severances. FY2018 includes a transfer of \$1,100,000 to the Permanent Improvement Fund to provide funds to replace the Middle School roof and to build a new home side restroom facility for the stadium. FY2019 includes a \$1,000,000 transfer to the Permanent Improvement Fund to provide funds for High school air conditioning and window replacement. FY2020-2024 reflects NEXUS pipeline revenues that are receipted into line 1.010 and transferred into the Board established 070 fund for capital improvements. This fund line also includes the transfer of an estimated \$150,000 to cover a projected deficit in the food service fund 006.

Marlington Local School District

Five Year Forecast

Fiscal Year:	Actual	FORECASTED				
	2019	2020	2021	2022	2023	2024
Revenue:						
1.010 - General Property Tax (Real Estate)	8,878,455	8,269,007	7,993,473	8,109,645	8,288,700	7,971,807
1.020 - Public Utility Personal Property	-	1,505,900	2,335,600	2,300,000	2,265,000	1,907,007
1.030 - Income Tax	-	-	-	-	-	-
1.035 - Unrestricted Grants-in-Aid	9,260,219	8,751,113	8,243,353	9,176,364	9,186,662	9,183,523
1.040 - Restricted Grants-in-Aid	327,402	356,483	327,401	327,401	327,401	327,401
1.050 - Property Tax Allocation	1,038,774	1,030,889	999,221	1,011,436	1,023,700	1,002,856
1.060 - All Other Operating Revenues	3,211,400	3,862,066	3,179,887	3,187,924	3,189,001	3,170,089
1.070 - Total Revenue	22,716,250	23,775,458	23,078,935	24,112,770	24,280,464	23,562,683
Other Financing Sources:						
2.010 - Proceeds from Sale of Notes	-	-	-	-	-	-
2.020 - State Emergency Loans and Adv	-	-	-	-	-	-
2.040 - Operating Transfers-In	-	-	-	-	-	-
2.050 - Advances-In	-	-	-	-	-	-
2.060 - All Other Financing Sources	206,328	244,469	174,469	130,000	130,000	130,000
2.070 - Total Other Financing Sources	206,328	244,469	174,469	130,000	130,000	130,000
2.080 - Total Rev & Other Sources	22,922,578	24,019,927	23,253,404	24,242,770	24,410,464	23,692,683
Expenditures:						
3.010 - Personnel Services	11,804,763	11,774,522	12,481,741	13,155,022	13,373,591	13,592,368
3.020 - Employee Benefits	5,221,325	5,592,525	6,042,112	6,849,368	7,150,276	7,486,838
3.030 - Purchased Services	4,338,009	4,468,120	4,646,845	5,052,719	5,254,827	5,465,020
3.040 - Supplies and Materials	840,067	750,000	800,000	816,000	832,320	848,966
3.050 - Capital Outlay	371,362	482,275	337,275	300,756	300,756	300,756
Intergovernmental & Debt Service	315,644	242,237	149,227	145,492	104,007	103,958
4.300 - Other Objects	423,905	450,000	454,821	441,576	450,407	459,415
4.500 - Total Expenditures	23,315,074	23,759,679	24,912,020	26,760,932	27,466,184	28,257,323
Other Financing Uses						
5.010 - Operating Transfers-Out	1,000,000	964,815	1,644,815	1,619,815	1,594,815	1,569,815
5.020 - Advances-Out	-	-	-	-	-	-
5.030 - All Other Financing Uses	-	-	-	-	-	-
5.040 - Total Other Financing Uses	1,000,000	964,815	1,644,815	1,619,815	1,594,815	1,569,815
5.050 - Total Exp and Other Financing Uses	24,315,074	24,724,494	26,556,835	28,380,747	29,060,999	29,827,138
6.010 - Excess of Rev Over/(Under) Exp	(1,392,496)	(704,567)	(3,303,431)	(4,137,978)	(4,650,536)	(6,134,455)
7.010 - Cash Balance July 1 (No Levies)	8,503,026	7,110,530	6,405,963	3,102,531	(1,035,446)	(5,685,982)
7.020 - Cash Balance June 30 (No Levies)	7,110,530	6,405,963	3,102,531	(1,035,446)	(5,685,982)	(11,820,437)
		Reservations				
8.010 - Estimated Encumbrances June 30	-	-	-	-	-	-
9.080 - Reservations Subtotal	-	-	-	-	-	-
10.010 - Fund Bal June 30 for Cert of App	7,110,530	6,405,963	3,102,531	(1,035,446)	(5,685,982)	(11,820,437)
Rev from Replacement/Renewal Levies						
11.010 & 11.020 - Renewal Levies	-	-	-	-	-	769,946
11.030 - Cumulative Balance of Levies	-	-	-	-	-	769,946
12.010 - Fund Bal June 30 for Cert of Obligations	7,110,530	6,405,963	3,102,531	(1,035,446)	(5,685,982)	(11,050,491)
Revenue from New Levies						
13.010 & 13.020 - New Levies	-	-	-	-	-	-
13.030 - Cumulative Balance of New Levies	-	-	-	-	-	-
15.010 - Unreserved Fund Balance June 30	7,110,530	6,405,963	3,102,531	(1,035,446)	(5,685,982)	(11,050,491)

