

MARION CENTRAL SCHOOL
4034 Warner Road, Marion, NY 14505
Regular Board of Education Meeting
October 2, 2023
6:00 PM Jr-Sr High School Library
Lobby of The Inn at Saratoga, 231 Broadway, Saratoga Springs, NY 12866

AGENDA

Documents Pertaining to this Agenda can be found on the District Website



Mission

We engage all students to achieve their fullest potential today and to be prepared for tomorrow's opportunities.

Vision

The leader in growing future-ready generations.

Core Beliefs

We believe....

Students are at the heart of what we do.

Innovation is critical to our success.

Integrity is the foundation of our conduct.

Engagement is achieved through rigor, relevance and relationships.

Teamwork is the key to excellence.

Personalized

Learning is the future of education.

- A. OPENING**
1. Call to Order
 2. Roll Call
 3. Pledge of Allegiance
 4. **Approval of Agenda** (Action)
- B. COMMUNITY COMMENTS ON AGENDA ITEMS**
- Opportunity for Public Comments on agenda items
- C. PRESENTATIONS**
- Building Plans ~ C. Steiner, S. Dehn (Action)
- D. REPORTS**
1. Board of Education
 - September 25th Retreat
 - Student Representative (Enc.)
 - Policy Review Schedule (Enc.)
 2. Superintendent – E. Lloyd
 - W-FL BOCES Names District Superintendent (Enc.)
 - October 6th Conference Day
 - Homeschool Participation Discussion
 - Wayne County grant application in collaboration with Town of Marion
 - Resolution Authorizing Partial Settlement of Vaping Litigation (Enc.)** (Action)
 - Recertify APPR Evaluators (Enc.)** (Action)
 - Approve Building Safety Plans (Enc.)** (Action)
 3. Director of Finance & Operations – R. Walker
 - Capital Project Update
 - Financial Report (Enc.)
 - Title Change (Enc.)
 - Approval of Financial Report** (Action)
 4. Administrators
- E. CONSENT AGENDA** (Action)
1. Accept Minutes of Board of Education Meeting/Retreat of September 25, 2023 (Enc.)
 2. Approval of Placement of CSE/CPSE Students (Enc.)
 3. Approval of Warrants Report (Enc.)
 4. Approval of the Payment of Federal Grant Stipends (Enc.)
 5. Approval to change title only of Director of Finance & Operations to School Business Administrator

6. Approval of the appointment change of **Hannah Tones** from a 4 hour/day to a 5 hour/day Food Service Helper at Marion Jr-Sr High School, effective October 2, 2023.
7. Approval to abolish the 3 hour/day Food Service Helper position at Marion Jr-Sr High School.
8. Approval of Overnight Field Trips (Enc. amended)
9. Approval the declaration of cafeteria kitchen equipment listed as surplus (Enc.)
10. Approval of the appointment of **Maxine Murray** as a 1:1 Teacher Aide at Marion Elementary School, effective October ~~10~~5, 2023; rate: \$14.45. (Enc.)
11. Approval of the appointment of **Sam Aiken** as a Substitute Groundskeeper for Marion Central School District.
12. Approval of the appointment of **Mark DeYoung** as a Volleyball timer/score clock.
13. Approve the creation of a 1:1 Teacher Aide position at Marion Elementary School needed to fulfill special education IEP requirements.
- ~~12.~~14. Accept the resignation of **Brenda Doell**, as a 1:1 Teacher Aide at Marion Jr-Sr High School, effective September 26, 2023.

F. COMMUNITY COMMENTS

G. ADJOURNMENT

(Action)

Next Regularly Scheduled Meeting – Monday, October 16, 2023 6:00 PM Jr.-Sr. High School Library

Marion Central School District

1000 - BYLAWS

1000 STUDENTS SERVING AS EX OFFICIO MEMBERS OF THE SCHOOL BOARD

Last Updated Date: 02/13/2023

The School District may offer to the voters once every two years, on the same date as the annual School District budget vote, a separate referendum to decide whether the School District shall allow a student, as established pursuant to law, to serve on the School Board as an ex officio, non-voting member.

Provided that District voters have voted in favor of having a student serve as a member of the School Board, the School District will allow a District high school student (to be selected in accordance with the provisions enumerated below) to serve as an ex officio member of its Board of Education. This ex officio student member of the Board shall be entitled to sit with Board members at all public meetings of the Board and participate in all Board hearings and meetings.

This ex officio student member of the Board would not have a vote, would not be allowed to attend executive sessions, and would not be entitled to receive compensation of any form for participating at Board meetings.

The ex officio student member of the Board may be any of the following: the elected student president of the high school, a student elected by the student body, a student selected by the high school student government, a student selected by either the high school principal or superintendent of schools, or a student selected by a majority vote of the school board. The student selected must be a senior at the high school and have attended the high school for at least two years prior to the selection.

Policy References

Education Law Sections 1702(3) (a), (b), (c), and (d),

1804 (12) (a), (b), (c), and (d), 1901 (2)(a), (b), (c), and (d), 2502(10) (a), (b), (c), and (d)

**POLICY REVIEW 2023-2024
SUGGESTED SCHEDULE**

	<u>Policies</u>	<u>Leadership</u>	<u>Committee</u>	<u>First Read</u>	<u>Second Read</u>
<u>Review #1</u> (12 policies)	3150, 3410, 5220, 5410, 5411, 5412, 5730, 6121, 6180, 7110, 7410, 8260, 8470	Nov 6	Nov 17	Dec 4	Jan 8
<u>Review #2</u> (23 policies)	8110-8460	Dec 4	Dec 8	Jan 8	Jan 22
<u>Review #3</u> (21 policies)	0001, 0002, 0003 1110-1338	Jan 8	Jan 12	Feb 12	Mar 4
<u>Review #4</u> (17 policies)	1410-1730 2110-2340	Feb 12	Feb 16	Mar 4	Mar 18
<u>Review #5</u> (20 policies)	3110-3140, 3210-3320 3411-3520	Mar 4	Mar 16	April 16	May 7

Require Annual Review

Wayne-Finger Lakes BOCES Board Names District Superintendent

The Wayne-Finger Lakes Board of Cooperative Education has selected Mrs. Lynne Rutnik as District Superintendent pending formal appointment to the position at the September 11, 2023, BOCES board meeting. Rutnik will assume her new post on October 23, 2023.

"Our selection process was guided by input from all of the stakeholders in the Region, including Component Superintendents, Staff, and Administrators, and we are thankful for the time everyone took to provide feedback when asked," said Board President Phil Rose. "Our search for a new District Superintendent attracted interest from a diverse pool of applicants with a wide variety of practical experience and proven expertise. We are confident that Lynne Rutnik will build on our successes, fulfill our strategic plans, and inspire a vision to *Make Success Possible* for everyone we serve."

"I am honored to serve the Wayne-Finger Lakes BOCES Region and be a part of NYSED's efforts to accelerate student learning and build authentic community partnerships. Our 25 local districts have built and maintained a strong foundation for success as they work collaboratively to provide opportunities for all learners," Rutnik said. "As the district superintendent for Wayne-Finger Lakes BOCES, I will be laser-focused on providing every student, educator, and district leader in the region with the support, opportunity, access, and advocacy they need to thrive. I look forward to beginning this important work."

Rutnik is currently the Schenectady School District Deputy Superintendent. She began her 26-year career in education as a special education teacher. Rutnik has held the positions of principal, academic administrator for special education, director of special education, and was the Lake George Central School District Superintendent of Schools for five years.

Rutnik earned her bachelor's degree in psychology at SUNY Plattsburgh, her master's in special education from the College of Saint Rose, and her certificate of advanced study in education administration from SUNY Albany.

Monroe 2-Orleans BOCES District Superintendent Jo Anne L. Antonacci assisted the Wayne-Finger Lakes BOCES Board with the search.

RESOLUTION AUTHORIZING PARTIAL SETTLEMENT OF VAPING LITIGATION

WHEREAS, in recent years the use and abuse of e-cigarettes and vaping devices increased dramatically among high school and middle school students, leading to significant risks of addiction and potentially life-threatening respiratory ailments; and

WHEREAS, students attending the Marion Central School District (the "School District") have not been immune to this phenomenon with the School District observing students using e-cigarettes and vaping devices in school and on school grounds; and

WHEREAS, the use of e-cigarettes and vaping devices by students has caused the School District to incur costs in the form of staff time, disciplinary proceedings, and other costs, with the expectation that these costs will only increase unless and until student use of these devices decreases and stops; and

WHEREAS, the School District authorized the law firms of Ferrara Fiorenza PC, and the Frantz Law Group, APLC, to initiate litigation against Altria Group, Inc. and Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively "Altria") by board resolution relating to the production, marketing, sale, and distribution of e-cigarettes and vaping devices; and

WHEREAS, a tentative settlement has been reached with Defendant Altria whereby in return for discontinuing the litigation, the School District would receive certain cash payment; and

WHEREAS, the amount that the School District receives will be no less than \$2,524 ; and

WHEREAS, the Board of Education (the "Board") has determined it is necessary, advantageous, desirable, and in the public interest and the best interests of the School District that it settle this litigation against Altria.

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

1. The Board authorizes the partial settlement of the vaping lawsuit against defendant Altria.
2. A Settlement with the substantive terms contained herein is hereby approved in substantially the form reviewed by the Board and together with such minor modifications as are deemed necessary by the School District's attorneys and administrators to protect the best interests of the School District.
3. The Board President, Superintendent and their designee(s) are hereby authorized to finalize, sign and enter into the Settlement Agreement on behalf of the School District and take all actions and execute all documents necessary or appropriate to carry out the intent of this Resolution.
4. This Resolution shall take effect immediately.

Dated: _____

District Clerk



FERRARA FIORENZA PC

ATTORNEYS AND COUNSELORS AT LAW

SYRACUSE • ROCHESTER • BINGHAMTON

5010 CAMPUSWOOD DRIVE, EAST SYRACUSE, NY 13057

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**NOT FOR SERVICE OF PROCESS*

JSHIELDS@FERRARAFIRM.COM

PRIVILEGED AND CONFIDENTIAL

September 15, 2023

Via E-Mail Only

Dr. Ellen Lloyd, Superintendent of Schools
Marion Central School District
4034 Warner Rd
Marion, NY 14505

Re: *Settlement Offer for Claims Against Altria*

Dear Dr. Lloyd:

We are pleased to inform you that pursuant to the recently announced \$168,250,000 settlement with Altria Group, Inc. and Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively "Altria"), Marion Central School District is expected to receive a gross offer of **\$2,524** to resolve its claims against Altria.¹ **This is in addition to the amount the School District was awarded with respect to the Juul Labs, Inc. settlement.** For background, Altria is alleged to have assisted Juul Labs, Inc. with investment and marketing strategy with respect to the child vaping epidemic. We recommend accepting the settlement, as it is our belief it represents the best opportunity for the School District to receive compensation from Altria.

The Board of Education will need to approve the proposed settlement. Following this letter, the School District will receive a "DocuSign" email. That DocuSign link will provide the School District with online access to sign the settlement agreement once it has been board approved. The deadline to receive board approval and sign the agreement via DocuSign is **November 30, 2023.**

A. Settlement Allocation

The gross settlement offer amount was determined by an allocation method and group of factors. The accompanying "Altria Allocation Approach" document describes in detail those

¹ From that amount, attorneys' fees of 25%, case costs, and the court-ordered Common Benefit Expense assessment will be deducted. The Judge assigned to this case is expected to order a Common Benefit Expense assessment of between 7%-10%. This amount is deducted from each participant's award, and paid to the law firms that prepared for trial in the "bellwether" cases (i.e. the first cases scheduled for trial), and is intended to cover these law firm's expenses.

Dr. Ellen Lloyd, Superintendent of Schools

September 15, 2023

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factors, which include number of students, number of school buildings, date the School District filed the lawsuit, etc.

The School District is free to accept or reject this settlement offer, but we recommend the School District accept it. We believe this is a reasonable settlement offer for claims against Altria given (a) the burdens, risks, uncertainties, time, and expense of continued litigation, including retention of experts, participation in depositions, trial, etc.; and (b) the relatively low time and expense incurred to join the lawsuit. In our opinion, this Settlement is the best opportunity to receive compensation for claims against Altria, and we believe that settling now and receiving payment is clearly in the School District's best interest.

If the School District rejects this settlement offer, it's claims against Altria will continue in the court system. This will involve substantial additional delay, and the School District runs the risk of ultimately not receiving an award.

B. Effect of Signing the Release

Please keep in mind that by signing the agreement in the Docusign link, the School District is agreeing to accept the settlement money offered by Altria, in exchange, is giving up its right to a trial against Altria. Of course, trial is inherently risky. At trial, the jury could award more, less, or no money against Altria. In addition, even if you prevail at trial, Altria always has the right to appeal any jury award. The appeal process may take several years to complete and would result in additional time, costs and expenses. Any money awarded by the jury would not be paid until the appeal process is complete and only if a finding has been made in your favor. Further, an appeal could also result in a judgment being set aside entirely, or a new trial could be ordered, meaning that the entire time-consuming, risky, and expensive litigation process would start over again.

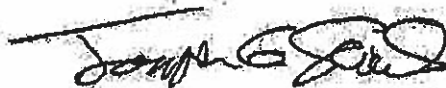
C. The Net Settlement Offer Amount and Payment Schedule

As indicated above, the *net* settlement amount received will be the gross settlement amount after deductions for attorneys' fees, case costs, and the court-ordered Common Benefit Expense assessment. Altria is required to pay the settlement amount within 60-days of the Court's approval of the settlement. We expect this to occur during the 2023-24 school year.

We are happy to answer any questions you or your Board may have.

Very truly yours,

Ferrara Fiorenza PC



Joseph G. Shields

Enclosures



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**CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

September 8, 2023

Ellen Lloyd
4034 Warner Rd
Marion, NY 14505

Re: *Settlement Offer for Government Entity Claims Against Altria*

Dear Marion Central School District:

We are pleased to inform you that pursuant to the global “Government Entity Settlement Agreement” with Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively “Altria”), Marion Central School District is eligible to receive a gross offer of \$ 2,524 to resolve its Government Entity claims against Altria. From that amount, attorneys’ fees, case costs, and the court-ordered Common Benefit Expense assessment will be deducted. In addition, any liens that may exist on the Settlement Funds must be satisfied and discharged before any Settlement Funds are released to Marion Central School District.

This gross settlement offer amount was determined by an allocation method and group of objective factors approved by the court-appointed Mediator. The accompanying “Altria School District Allocation Approach” document describes in detail those factors and the allocation methodology. The accompanying “Final Allocation: School Districts” document provides further information regarding the objective factors used in the allocation.

You are free to accept or reject this settlement offer, but we strongly recommend that you accept it. We believe that this is a fair and reasonable settlement offer for your Government Entity claims against Altria given (a) the Altria-related harm the Entity has suffered; and (b) the burdens, risks, uncertainties, time, and expense of continued litigation (expense that the Entity would ultimately bear). In our opinion, this Settlement is the best opportunity to receive fair and reasonable compensation for your Government Entity claims against Altria in the foreseeable future. Based upon the knowledge and experience we have gained through our years of involvement in the litigation against Altria, we believe that settling now and receiving payment for your

Government Entity claims is clearly in your best interest.

If you reject this settlement offer, your Government Entity claims against Altria will continue in the court system. This will involve substantial additional delay and expense to you, and you also run the risk of ultimately receiving nothing for your claims against this defendant.

If you choose to follow our recommendation and accept your Government Entity settlement offer, please carefully review all of the accompanying documents, and then do ALL of the following:

1. An individual authorized by law to enter into settlement agreements on behalf of the Government Entity should sign the accompanying "Government Entity Release of All Claims" ("Release").
2. That same authorized individual should sign this letter where indicated below.

Please return BOTH signed documents as soon as possible. You must return ALL PAGES of BOTH documents so that the processing of your claim will not be delayed.

A. Effect of Signing the Release

Please keep in mind that by its authorized representative signing the Release, the Government Entity is agreeing to accept the settlement money offered by Altria through the Settlement Program and, in exchange, is giving up its right to a trial against Altria and the other Released Parties.¹ Of course, trial is risky because the Government Entity could win or lose its case. If the Entity goes to trial, the jury could award it more, less, or no money against Altria. In addition, even if the Entity is successful at trial, Altria always has the right to appeal any jury award. The appeal process may take anywhere from two to three years to complete and would result in additional costs and expenses in the Entity's case. Any money awarded by the jury would not be paid to the Entity until the appeal process is complete and only if a finding has been made in the Entity's favor. Further, an appeal could also result in a judgment in the Entity's favor being set aside entirely, or a new trial could be ordered, meaning that the entire time-consuming, risky, and expensive litigation process would start over again.

Please note that the Release is a full and final release of ALL claims the Government Entity currently has, or may have in the future, against Altria and the other Released Parties "concerning and/or connected with JUUL Products and/or with any injury [the Government Entity] has ever claimed, or may at any time in the future claim, the Released Parties [including Altria] caused in whole or in part concerning and/or connected with JUUL Products." Please also note that, pursuant to the terms of the Release and the

¹ Page 3 of the enclosed Release (definition 10) sets out all of the Released Parties.

Settlement Agreement, the executed Release becomes effective concurrent with Altria's payment into the Government Entity Qualified Settlement Account of the total gross Settlement Amount described in the accompanying "Description of Settlement Agreement."

B. The Government Entity's Net Settlement Offer Amount

As indicated at the outset of this letter, the *net* settlement amount the Government Entity will receive will be the gross settlement amount after deductions for attorneys' fees, case costs, and the court-ordered Common Benefit Expense assessment. In addition, any liens that may exist on the Government Entity's Settlement Funds must be satisfied and discharged by the Government Entity before any Settlement Funds can be released to the Entity.

The Government Entity's *gross* settlement offer amount was determined by an allocation method and group of objective factors approved by the court-appointed Mediator. The accompanying "Altria School District Allocation Approach" document and the "Final Allocation: School Districts" document describe in detail those factors and the allocation methodology. Please feel free to contact us if you have any questions about how the settlement offer value for your Government Entity was determined.

C. When the Government Entity Should Expect to Receive Its Settlement Payment

As explained in the accompanying "Description of Settlement Agreement," Altria's Settlement Payment into the Government Entity Qualified Settlement Account will be paid within 60 days of the federal MDL Court's Final Approval of the proposed class action settlement against Altria involving economic loss claims by consumers who said they overpaid for JUUL's vaping products. We do not yet know what the Court's timetable will be for considering preliminary, then final, approval of the proposed class action settlement, but expect payments to be made in the first half of 2024.

The best way to ensure that your Government Entity receives its settlement payment as quickly as possible is to promptly review, sign, and return the Release and this letter, after you carefully review all of the accompanying documents. We will keep you apprised of any developments that may affect the timing of Judge Orrick's grant of final approval of the class action settlement and, thus, the anticipated date of Altria's Settlement Payment into the Government Entity Qualified Settlement Account.

* * * * *

Again, if you choose to follow our strong recommendation and accept your Government Entity settlement offer, please have an authorized official sign BOTH the Release and this letter where indicated and return all pages of BOTH executed documents to us as soon as possible.

If you have questions about any aspects of this aggregate Government Entity Settlement, this letter, the Release, or any of the accompanying documents, feel free to contact me by email: WShinoff@frantzlawgroup.com or by phone: 619-964-0073.

Sincerely,

William Shinoff, Esq.

READ AND AGREED:

I am an official of the Government Entity on whose behalf I am acting and affirm that I am authorized by law to enter into settlement agreements on behalf of the Government Entity. I affirm that any and all processes required by law for me to enter into a settlement agreement on behalf of the Government Entity have been followed. I affirm that I have read and understand this letter, the Release, and the accompanying disclosure documents, and I am consenting on behalf of the Government Entity to the terms of the aggregate settlement and the settlement offer described in this letter, the Release, and the accompanying documents.

Ellen Lloyd
Printed Name

9/21/2023 | 11:02 PDT

Date

Dr. Ellen Lloyd
Title within Government Entity

DocuSigned by:
Dr. Ellen M. Lloyd
Signature

GOVERNMENT ENTITY RELEASE OF ALL CLAIMS

Marion Central School District, the undersigned Releasor (the “Releasor”), is a plaintiff in the Juul Labs Inc. (“JLI”), Marketing, Sales Practices, and Products Liability Litigation. Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Payments including its own expected settlement offer amount and has chosen to participate in the Government Entity Settlement Program¹ set forth in the Government Entity Settlement Agreement dated as of July 26, 2023. Releasor understands that the terms of the Government Entity Settlement Agreement and this Release govern the resolution of Releasor’s claim. Releasor understands and agrees that this Release shall become effective concurrent with Altria’s payment of the Government Entity Settlement Amount described in the Settlement Agreement. Once effective, this Release shall release any and all Claims Releasor and the other Releasing Parties have, or may have in the future, against the Released Parties concerning and/or connected with JUUL Products and/or with any injury Releasor has ever claimed, or may at any time in the future claim, the Released Parties caused in whole or in part, directly or indirectly, concerning and/or connected with JUUL Products, and/or the Released Claims and Liabilities.

Accordingly, in consideration for the Released Parties’ agreement to establish the Government Entity Settlement Program, the significant expenses being incurred by Altria in connection with the Government Entity Settlement Program, and the compensatory restitution or remediation amounts to be received for the Releasor’s claim in connection with the Government Entity Settlement, Releasor hereby gives and makes the following Release. By signing this Release, Releasor understands and acknowledges that although Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Amount, including its own expected settlement amount, there is no assurance as to the precise amount of the payment to be made to any claimant under the Government Entity Settlement, and this fact shall in no way affect the validity or effect of this Release.

Definitions: As used in this Release, and in addition to the definitions set forth in the Preamble above, capitalized terms shall have the following definitions and meanings or such definitions and meanings as are accorded to them elsewhere in this Release. Terms used in the singular shall be deemed to include the plural and vice versa.

1. “**Altria**” means Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises, LLC, and Altria Group Distribution Company.
2. “**Claims**” means any and all rights, remedies, actions, proceeding under any Law, claims, demands, causes of action, suits at law or in equity, verdicts, enforcement actions, suits of judgments and/or Liens, past, present, and future (including each and every element, component, or enhancement of any of the foregoing), and any fraudulent transfer, conveyance, and related types of claims, of any kind whatsoever.

¹ Capitalized terms are either (i) defined below, or (ii) in the Settlement Agreement. Capitalized terms that are used but not otherwise defined herein shall have the meanings given such terms in the Settlement Agreement.

3. **“Individual Government Entity Settlement Payment”** means any payment made to a Releasing Party.
4. **“Law”** means a law, statute, ordinance, rule, regulation, case, or other legal provision or authority.
5. **“Liabilities”** means any and all damages, civil fines, penalties, monetary impositions of any nature, expenses, injunctive relief, debts, liabilities, obligations, covenants, promises, contracts, agreements and/or obligations, of any kind whatsoever, past, present, and future (including each and every element, component, or enhancement of any of the foregoing).
6. **“Lien”** means any lien, pledge, charge, security interest, assignment, encumbrance, subrogation right, third-party interest, or other adverse claim of any nature whatsoever against Releasor’s Individual Government Entity Settlement Payment.
7. **“Non-Released Party”** or **“Non-Released Parties”** means Juul Labs, Inc. and any past, present, and future parents, subsidiaries, and affiliates and any Person who is not Altria or a Released Party, including but not limited to other e-cigarette manufacturers, or any other vaping or e-cigarette company, or any of their respective past, present, or future parents, subsidiaries, and affiliates. Nothing in the Settlement Agreement or in any Release is intended to, or does, constitute a release of a Non-Released Party. For the avoidance of doubt, and by way of illustration only, if a Non-Released Party acquires a Released Party, then the Non-Released Party shall acquire the rights and obligations of that Released Party under this Release with respect to Released Conduct without enhancement or limitation.
8. **“Release”** means releases, waivers, acknowledgements, and agreements for the benefit of the Released Parties.
9. **“Released Claims and Liabilities”** means, collectively, (i) Claims that any Releasing Party may have ever had, may now have, or at any time hereafter may have against any Released Party based on, arising out of, or in any way related to the design, marketing, distribution, and sale of JUUL products, Altria’s investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, and any and all of the conduct, events, and transactions relating to the design, marketing, distribution and sale of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria and (ii) Liabilities that any Released Party may have ever had, may now have, or at any time hereafter may have to any Releasing Party based on, arising out of, or in any way related to the design, marketing, distribution, and sale of JUUL products, Altria’s investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, and any and all of the conduct, events, and transactions relating to the design, marketing, distribution and sale of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria, in the case of clause (i) and clause (ii), to any extent, or in any way, arising out of, relating to, resulting from and/or connected with any conduct a Released Party engaged in on or before the date on which this Release takes effect. For the

avoidance of doubt, Released Claims and Liabilities does not include claims against Non-Released Parties.

10. **“Released Parties”** means Altria; each and all of its predecessors, successors, and assigns; each and all of its past, present, and future direct or indirect subsidiaries, affiliates, joint ventures, partnerships, and related companies and each and all of their past, present and future principals, partners, officers, managers, directors, supervisors, employees, stockholders, advisors, agents, representatives, administrators, advertisers, distributors, attorneys, and members, and insurers.
11. **“Releasing Parties”** means (i) Releasor and (ii) any and all Persons and/or entities within the Releasor’s authority to release Claims and/or Liabilities, whether their right to sue is independent, derivative, or otherwise.
12. **“Settlement Agreement”** means the Government Entity Settlement Agreement dated as of July 26, 2023.
13. **“Settlement Program”** means the Government Entity Settlement Program set forth in the Government Entity Settlement Agreement.

Releases: Except as set forth in the section “Pursuit of Certain Claims” below, on its own behalf and on behalf of each other Releasing Party, Releasor hereby knowingly and voluntarily releases, relinquishes, and forever discharges the Released Parties from the Released Claims and Liabilities. Further, on its own behalf and on behalf of each other Releasing Party, Releasor hereby releases Released Parties from responsibility or liability for any individual settlement amount allocation, or division, or payment of any individual settlement amount in the Government Entity Settlement Agreement or Government Entity Settlement Program. Provided that nothing in this release eliminates or impairs the obligations of the Released Parties to fund the Government Entity Settlement Program under the Government Entity Settlement Agreement.

Releasor acknowledges that it may in the future learn of additional and/or different facts as they relate to JUUL Products, the Released Parties’ activities as they relate to JUUL Products, and/or any injury Releasor has ever claimed, or may at any time in the future claim, JUUL Products caused in whole or in part. Releasor understands and acknowledges the significance and consequences of releasing all of the Released Claims and Liabilities and hereby assumes full risk and responsibility for any and all such additional and/or different facts and any and all Released Claims and Liabilities that Releasor may hereinafter incur or discover. To the extent that any Law may at any time purport to preserve Releasor’s and/or any other Releasing Party’s right to hereinafter assert any such unknown and/or unanticipated Claims and/or Liabilities, Releasor hereby specifically and expressly waives (to the fullest extent permitted by applicable Law) each Releasing Party’s rights under such Law. Releasor further acknowledges having had an opportunity to obtain advice of counsel of its choosing regarding this waiver, and having discussed it with such counsel to its satisfaction.

On its own behalf and on behalf of each other Releasing Party, Releasor acknowledges and agrees that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each Released Party, and are intended to be as broad as can possibly be created.

WITHOUT LIMITATION OF THE FOREGOING, THIS RELEASE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED, OR PROVED THAT SOME OR ALL OF THE RELEASED CLAIMS AND LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF LAW, DEFECTIVE PRODUCT, MALICE, AND/OR CONDUCT OF ANY TYPE BY ALTRIA, ANY OF THE OTHER RELEASED PARTIES, ANY RELEASING PARTY AND/OR ANY OTHER PERSON. THIS RELEASE IS SPECIFICALLY INTENDED TO AND DOES INCLUDE, BUT IS NOT LIMITED TO, A RELEASE OF, AND COVENANT NOT TO SUE FOR, ANY LATENT, FUTURE, OR WRONGFUL DEATH CLAIM THAT MAY BE BROUGHT AT ANY TIME OR ON BEHALF OF ANY OF THE RELEASING PARTIES IN CONNECTION WITH ANY OF THE FACTS, EVENTS AND/OR INCIDENTS THAT GAVE RISE TO ANY OF THE RELEASED CLAIMS AND LIABILITIES.

Waiver of Civil Code Section 1542: Releasor, along with each of its personal representatives, officers, employees, attorneys, administrators and assigns, expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code Section 1542, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasor acknowledges that it may have sustained damages, losses, fees, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses might give rise to claims in the future. Nevertheless, Releasor acknowledges that this Release has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses, and it acknowledges and waives such claims.

Characterization of Settlement Payments: Releasor sought compensatory restitution and remediation amounts (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as set forth in its complaint, Plaintiff Fact Sheet, and any subsequent pleadings, as alleged damages for past, present, and future financial, societal, and other alleged harms and related expenditures allegedly attributable to the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products (the “**Alleged Harms**”), and the amounts to be paid to Releasor under the Settlement Agreement are for such compensatory restitution or remediation and are no greater than the Alleged Harms suffered by the Releasor. The amounts paid to Releasor are being paid as compensatory restitution to restore, in whole or in part, Releasor to the same condition or position it would have been in had it not suffered such Alleged Harms. No amount paid to Releasor represents reimbursement to Releasor for the costs of any investigation or litigation and no portion of any amount paid to Releasor under this Settlement Agreement is in lieu of any fine or penalty,

and no such amounts are properly characterized as disgorgement or the payment of statutory or other fines, penalties, punitive damages, other punitive assessments (including treble damages).

Attorneys' Fees: Division of Any Individual Government Entity Settlement Payment:

Releasor understands that the Released Parties are not responsible for any attorneys' fees or costs Releasor has incurred or may at any time incur, including, but not limited to, entering into this Release and any other documents. Nothing in this Release shall be read to prohibit or impair the payment of Attorneys' Fees and Expenses by Releasor out of the settlement proceeds. Releasor understands that, with respect to Individual Government Entity Settlement Payment, any dispute regarding the division of such gross Individual Government Entity Settlement Payment between it and its counsel (if any) shall in no way affect the validity of this Release.

Pursuit of Certain Claims: Releasor agrees that it will never (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect or otherwise enforce, any of the Released Claims and Liabilities of or against any Released Party; (ii) institute or participate in any new legal action (excluding criminal prosecutions) against any Released Party to any extent, or in any way, arising out of, relating to, resulting from and/or connected to any of the Released Claims and Liabilities; (iii) attempt to execute or collect on, or otherwise enforce, any judgment that may be entered against any Released Party in any legal action described in clause (ii) or its pending legal action against Altria; or (iv) take any legal or other action against any Released Party concerning the administration, settlement allocation, individual settlement amount, or any other aspect of the Government Entity Settlement Program.

Liens and Other Third-Party Payor Claims: Releasor agrees that prior to the first time, if any, that a Settlement Payment is made to it, Releasor shall identify to the Government Entity Settlement Administrator for the Government Entity Settlement all Persons and entities known to it to hold or assert any Lien with respect to any Settlement Payment (and/or the right to receive such Settlement Payment) payable to it, through procedures and protocols to be established by the Government Entity Settlement Administrator for the Government Entity Settlement.

Releasor understands and acknowledges that satisfaction and discharge of any and all Liens with respect to any Settlement Payment (and/or the right to receive any Settlement Payment) is its sole responsibility, to be established to the satisfaction of the Government Entity Settlement Administrator before any Settlement Payment (if any) can be disbursed to Releasor.

Prior to the first time, if any, that an Individual Government Entity Settlement Payment is made to it, Releasor shall represent and warrant that any and all Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been satisfied and discharged. Furthermore, upon request to the Government Entity Settlement Administrator, Altria shall be entitled to proof of satisfaction and discharge of any or all such Liens. Documentation of a holdback amount determined by the Government Entity Settlement Administrator shall count as sufficient proof for the release of funds to the Government Entity.

No Released Party shall seek to recover for amounts paid under this Settlement Agreement based on indemnification, contribution, or any other theory from any other party. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.

Releasor, by accepting the settlement set forth in the Settlement Agreement, accepts that it is responsible for any tax consequences arising from, related to, or in any way connected with the relief afforded to it under this Settlement Agreement.

Claim-Over: Releasor agrees if (a) a Settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party and obtains a resulting judgment (a “**Non-Released Party Judgment**”); and (b) if such non-released party asserts a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such non-released party’s joint liability with such Released Party (a “**Claim-Over**”), then the Settling Government Entity Plaintiff and the Released Party shall take the following steps:

1. Releasor shall jointly seek a bar order from the MDL Court or such other court as may have jurisdiction reflecting that this settlement is a good faith settlement and that relevant state laws governing such settlements should be enforced;
2. Releasor, with respect to any proceeding to which it is a party, shall consent to and join in, and with respect to all other proceedings shall consent to, any motion by JLI or any of the other Released Parties against any non-released party to dismiss any Claim-Over on the grounds that this Agreement and/or the Settlement moots or otherwise extinguishes any such Claim-Over;
3. Releasor, jointly with JLI, shall engage a mediator to determine whether some portion of any funds that have been paid as part of the Non-Released Party Judgment should be held in escrow pending resolution of legal issues related to the Claim-Over. In no event shall the escrow funds exceed the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment.
4. In the event that the non-released party obtains a judgment against the Releasing Party for a Claim-Over related to a Non-Released Party Judgment, the settling Government Entity Plaintiff that won the Non-Released Party Judgment shall reduce the unsatisfied amount of the Non-Released Party Judgment by the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment; provided that the amount of such reduction shall in no event be greater than the then-unsatisfied amount of the Non-Released Party Judgment.

Non-Party Settlement: To the extent that on or after the date of this Settlement Agreement Releasor settles any Claims it may have against any Non-Released Party relating to the Released Claims and Liabilities and provides a release to such non-party or non-parties (a “**Non-Party Settlement**”), Releasor shall (i) include in the Non-Party Settlement a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to the releases contained herein) of any Claim-Over under which JLI or any other Released Party may be liable to pay any part of such Non-Party Settlement or may otherwise be liable to such Non-Released Party with respect thereto, and/or (ii) a provision substantively identical to Section 14.4 of the Government Entity Settlement Agreement prohibiting pursuit of a claim for contribution or indemnity or any

similar theory other than contractual indemnification relating to such Non-Released Party's joint liability with such Released Party.

ACKNOWLEDGEMENT OF COMPREHENSION: RELEASOR IS ENTERING INTO THIS RELEASE FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF, ALTRIA OR ANY OTHER PERSON. RELEASOR UNDERSTANDS AND ACKNOWLEDGES THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THE SECOND PARAGRAPH IN THIS RELEASE. RELEASOR ACKNOWLEDGES THAT IT HAS READ THIS RELEASE AND THE GOVERNMENT ENTITY SETTLEMENT AGREEMENT, AND RELEASOR HAS HAD AN OPPORTUNITY TO OBTAIN ADVICE FROM, AND ASK QUESTIONS OF, COUNSEL OF ITS CHOOSING REGARDING THE TERMS AND LEGAL EFFECT OF THESE DOCUMENTS AND ITS DECISION TO PARTICIPATE IN THE GOVERNMENT ENTITY SETTLEMENT PROGRAM. RELEASOR FURTHER ACKNOWLEDGES THAT IT HAS DISCUSSED ALL THESE MATTERS WITH THE COUNSEL TO IT EXECUTING A "CERTIFICATION OF COUNSEL" ATTACHED TO THIS RELEASE, AND SUCH COUNSEL HAS ANSWERED ALL ITS QUESTIONS TO ITS SATISFACTION. RELEASOR FURTHER ACKNOWLEDGES THAT IT UNDERSTANDS THIS RELEASE AND AGREEMENT AND THAT ALTHOUGH IT HAS RECEIVED DISCLOSURE DOCUMENTS REGARDING THE ALLOCATION OF THE GOVERNMENT ENTITY FUND AND ITS EXPECTED SETTLEMENT AMOUNT THERE IS NO GUARANTEE OF THE PRECISE AMOUNT OF THE SETTLEMENT PAYMENT THAT IT WILL RECEIVE THROUGH THE SETTLEMENT PROGRAM.

Waiver of Certain Provisions Regarding Timing of Any Payments. If Releasor has any civil action pending in any jurisdiction that has enacted, promulgated, or otherwise adopted any Law containing provisions that establish specific time periods within which settlement funds, if any, must be paid to it in connection with the settlement of such civil action and/or impose sanctions, penalties or other similar obligations against the paying party if the settlement funds are not paid within such time periods and/or invalidate or otherwise affect the terms of the settlement of such civil action, Releasor hereby (i) specifically and expressly waives (to the fullest extent permitted by applicable Law) its rights under any such provisions and (ii) agrees that payment of any Settlement Payment shall be made solely in accordance with the terms and conditions of the Government Entity Settlement Program.

No Admission of Fault: Releasor understands and agrees that Altria has entered into this Release and the Government Entity Settlement Agreement solely by way of compromise and settlement. These documents are not and shall not be construed at any time to be, an admission or concession by Altria or any other Released Party of any liability or wrongdoing, or of the truth of any of the Government Entity Plaintiffs' allegations.

Representations and Warranties: Releasor hereby represents and warrants that Releasor has full power, authority and capacity to enter into this Release, which is enforceable in accordance with its terms. Except as set forth in the section "Attorneys' Fees; Division of Any Individual

Government Entity Settlement Payment” above, Releasor affirms that it has the sole right to receive any and all Individual Government Entity Plaintiff Settlement Payments with respect to Releasor’s claim under the Settlement Program. Neither Releasor nor any other Releasing Party has sold, assigned, transferred or otherwise disposed of, or pledged or otherwise encumbered, any of the Released Claims and Liabilities in whole or in part.

GOVERNING LAW: THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF CALIFORNIA, WITHOUT REGARD TO ANY CHOICE-OF-LAW RULES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

Severability: Releasor agrees that if any provision of this Release is adjudicated to be invalid, illegal or unenforceable in any jurisdiction, the relevant provision shall be deemed modified to the extent necessary to make it enforceable in such jurisdiction and, if it cannot be so modified, this Release shall be deemed amended to delete herefrom the invalid or unenforceable provision, and this Release shall be in full force and effect as so modified. Any such modification or amendment in any event shall apply only with respect to the operation of this Release in the particular jurisdiction in which such adjudication was made and shall not affect such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, Releasor hereby (on its own behalf and on behalf of each other Releasing Party) specifically and expressly waives any provision of Law that renders any provision of this Release invalid, illegal or unenforceable in any respect.

Electronic Signatures: This Release, and any exhibits thereto, to the extent signed and delivered electronically or by facsimile, shall be treated in all manner and respects as an original agreement, and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person.

[The remainder of this page is intentionally left blank.]

Releasor has executed this Release on the date below, to be effective as of the date set forth in the first paragraph of this Release above:

Instructions: A person with authority to bind the Releasor to this Government Entity Release of All Claims must: (1) ensure that you entered the complete name of the Government Entity on page one of the Release; (2) type your electronic signature in the field labeled "By:"; (3) type the name of the person signing the Release on behalf of the Government Entity in the field labeled "Name"; (3) type the title of the person signing the Release on behalf of the Government Entity in the field labeled "Title"; (4) type the name of the Government Entity agreeing to this Release in the field labeled "Government Entity Name"; and (4) indicate the date of signature in the last line. Return the signed Release to your lawyer who will review it and provide it to the Government Entity Settlement Administrator.

RELEASOR:

DocuSigned by:
By: /s/ Dr. Ellen M. Lloyd
Name: Ellen Lloyd
Title: Dr. Ellen Lloyd
Government Entity Name: Marion Central School District
Dated: 9/21/2023 | 11:03 PDT

Altria School District Allocation Approach

This document describes the allocation method used to determine how the Altria global settlement amount will be distributed among the group of litigating educational entities. A similar method is applied to the allocation for counties and cities and to school districts in the settlement.¹ As of August 10, 2023, the total number of litigating educational entities was 1,540, comprised of 1,508 school districts and 32 regional education agencies.² **Table 1** provides a distributional summary of litigating entities by type and size.

TABLE 1. SUMMARY OF LITIGATING EDUCATIONAL ENTITIES, BY ENTITY TYPE³

STUDENT POPULATION	SCHOOL DISTRICTS	REGIONAL EDUCATION AGENCIES	TOTAL
< 250	61	-	61
251 - 1,000	331	1	332
1,001 - 2,500	411	-	411
2,501 - 10,000	433	7	440
10,001 - 25,000	176	14	190
25,001 - 100,000	78	7	85
100,001 - 200,000	11	1	12
>= 200,000	7	2	9
Total	1,508	32	1,540
Percent of Total	98%	2%	100%
Median Size	2,164	15,397	2271

The allocation method relies on student population as the primary allocation factor, with the number of physical schools serving as a secondary factor for school districts. Given the heterogeneity of the group of litigating educational entities, the allocation method also incorporates additional weighting factors and rules establishing a minimum and maximum allocation per entity. The allocation method is described in greater detail below.

¹ Entities which also filed against JUUL will receive this allocation in addition to the JUUL allocation.

² Regional education agencies are agencies which provide specialized education services and support for more than one school district. These include County Offices of Education (CA), Educational Service Centers (OH), Boards of Cooperative Educational Services (NY), and Intermediate School Districts (MI).

³ As discussed further in Section A, regional education agencies may also directly administer a group of schools within its jurisdiction. In the 12 instances where the NCES enrollment for those schools is non zero, a regional education agency is counted twice – once as a school district and once as a regional education agency.

A. ALLOCATION FACTORS

Student population is the primary factor used to determine the share of a global settlement that each entity will receive, where each entity is provided a fixed dollar amount per student. Student population is drawn from the National Center of Education Statistics (NCES) Elementary/Secondary Information System (ELSI) for the school year 2020-21.^{4,5}

The allocation model includes a second factor: **number of schools**. The same NCES data set is used to determine the number of schools operated by each school district. This second factor is intended to recognize that a portion of abatement costs is driven by the number of schools that a school district operates.

For both student population and the number of schools, the allocation model weights elementary and middle school-aged students to high school-aged students at a ratio of one-third, and two-thirds, respectively. **Table 2** below shows how the model defines elementary, middle, and high school-aged students. Schools are defined based on the highest grade level served. For example, a school that serves kindergarten through fifth grade is defined as an elementary school where a school that serves kindergarten through eighth grade is defined as a middle school. These weightings recognize that the potential for use generally increases with age.

TABLE 2. GRADE-LEVEL WEIGHTING FACTORS

	WEIGHTING FACTOR	SCHOOL DISTRICTS
Elementary School (ES)	1/3	Grades PK-5
Middle School (MS)	2/3	Grades 6-8
High School (HS)	1	Grades 9-12

In addition to grade-level weighting, the allocation model incorporates the following additional factors:

- **Special Consideration for Bellwethers.** In recognition of the additional level of effort and associated litigation costs, all litigating entities that are serving as bellwether cases will receive a baseline allocation of 0.720 percent (or \$4.00 million under the current \$168.25 million settlement) and a weighting factor of 4.5.

In recognition of its role as both a municipality and an administrator of the local school district, the City of Rochester will receive a baseline allocation of 0.720 percent as a school district (or \$1.21 million under the current \$168.25 million settlement) and a separate baseline allocation of 0.0720 percent as a city (or \$121,140 under the current \$168.25 million settlement). In addition, the allocation method applies a 5.0 weight to the City of Rochester.

- **Regional Education Agencies.** The allocation method applies a 0.05 weighting to regional education agencies. This weighting is intended to recognize the more minimal level of engagement and interaction that occurs between these entities and students relative to

⁴ U.S. Department of Education. Institute of Education Sciences, National Center for Education Statistics. See Elementary/Secondary Information System. Available online at: <https://nces.ed.gov/ccd/elsi/>

⁵ For Regional Education Agencies, we calculate the population as the total population of all districts served by that agency.

school districts. Regional education agencies may also directly administer a group of schools within its jurisdiction; the method separately treats these schools and the associated student population as a school district for purposes of allocation.⁶

- **Litigation Risk Weighting.** The allocation method incorporates three factors to reflect litigation risk: (a) entity size as measured by student population, (b) filing status, and (c) state jurisdiction. Note, these weighting factors do not apply to bellwethers.

Entity Size. As previously discussed, the group of litigating entities is highly heterogeneous with respect to the number of students that each entity serves. In general, there is an inverse relationship between entity size (based on the number of students served) and litigation risk. Accordingly, the allocation method incorporates the following weights based on student population (**Table 3**). These weights apply to both the per student and per school portions of the allocation method.

TABLE 3. LITIGATION RISK WEIGHTING BY SIZE CLASS: SCHOOL DISTRICTS

STUDENT POPULATION	WEIGHTING FACTOR
< 10,001	0.50
10,001 to 25,000	0.75
25,001 to 100,000	1.00
100,001 to 200,000	1.25
>200,000	1.50

Filing Status. In addition to size, the allocation method also considers filing status as a secondary risk factor. Specifically, we define three filing groups:

- Filing Group 1 includes entities filed before 9/1/2022.
- Filing Group 2 includes entities filed after 9/1/2022 or filed after 10/3/2022 but appearing on either of two MDL census lists.⁷
- Filing Group 3 includes entities filed after 10/3/2022.

No adjustments are applied to entities in Filing Group 1. **Table 4** show the percentage discounts applied to Filing Groups 2 and 3. Note, the discount for Filing Group 3 is applied on top of the Filing Group 2 discount.

⁶ For example, San Diego County Office of Education supports all the districts in SD County (which include almost 500,000 students) and directly runs 7 schools with over 1,000 students.

⁷ The allocation method considers presence on either the MDL census dated 12/2019 and 10/4/2022.

TABLE 4. LITIGATION RISK WEIGHTING: SCHOOL DISTRICTS

STUDENT POPULATION	FILING GROUP 1	FILING GROUP 2		FILING GROUP 3	
		PERCENTAGE DISCOUNT	ADJUSTED-WEIGHT	PERCENTAGE DISCOUNT	ADJUSTED-WEIGHT
< 10,001	0.50	10%	0.45	65%	0.16
10,001 to 25,000	0.75		0.68		0.24
25,001 to 100,000	1.00	25%	0.75		0.26
100,001 to 200,000	1.25	40%	0.75		0.26
>200,000	1.50		0.90		0.32

State Jurisdiction. Finally, the method applies a 0.50 weighting for litigating entities located in the State of Oklahoma. This factor reflects information provided by the legal team regarding rulings issued by the Oklahoma Supreme Court that would have a likely negative effect on cases brought in that state.

B. MINIMUM AND MAXIMUM ALLOCATION PER ENTITY

Given the heterogeneity of the educational entities, the allocation method applies the following minimum and maximum allocation rules:

- **Minimum Allocation.** The minimum allocation for any entity is 0.0015 percent of the total settlement amount, or \$2,524 based on the current settlement amount of \$168.25 million. Funding for minimums is taken from all entities above the minimum in proportion to their original allocation excluding baseline allocation amounts to the bellwether entities.
- **Maximum Allocation.** The maximum allocation for any entity is 4.286 percent of the total settlement amount, or \$7.21 million based on the current settlement amount of \$168.25 million. Any funding in excess of the maximum allocation is redistributed to the remaining litigating entities in proportion to their original allocation excluding baseline allocation amounts to the bellwether entities. Entities that received the minimum allocation do not receive any of the redistributed 'excess' funding.

To execute the minimum and maximum allocation rules, we first find all entities below the minimum allocation and bring them up to the minimum allocation by redistributing funds from all entities which receive more than the minimum allocation. If this redistribution results in any entities falling below the minimum, the process is repeated. After ensuring that all entities receive the minimum allocation, we then find all entities above the maximum allocation. We redistribute all funding in excess of the maximum to the subset of entities below the maximum, excluding the subset of entities that received the minimum allocation. This process is repeated until no entities receive more than the maximum allocation.⁸

C. ALLOCATION PER STUDENT AND PER SCHOOL

The allocation is distributed using a defined dollar amount per student and, for school districts, an additional amount based on a defined dollar amount per school. To calculate the amount per student (or per school), the total amount allocated to students is divided by the total student (or school) population, adjusted for the weighting factors described above. The steps for calculating the

⁸ For the minimum and maximum allocation rule the process is repeated once under the current allocation.

per student allocation for school districts is described in greater detail below. The steps are the same for calculating the per school allocation for school districts.

To calculate the per student allocation for school districts:

1. Calculate the share of the global settlement allocated to students for school districts.

Under the current allocation method, 78.5 percent of the global settlement is allocated to school districts and 21.5 percent to municipalities (i.e., cities and counties). After taking into the baseline allocation for school districts (e.g., \$1.21 million for bellwethers), the remaining amount is allocated: 80 percent in proportion to the weighted number of students and 20 percent in proportion to the weighted number of schools. **Appendix A** provides an illustration of these allocations between school districts and municipalities, and within school districts, between students and schools.

2. Calculate the sum of the *weighted* student population for all school districts.

In the below formula, the *Entity Weight* refers to the product of all weighting factors applicable to a specific entity. For example, a regional education agency that serves 25,000 students has a weight of 0.0375 (i.e., 0.05 multiplied by 0.75).

$$\text{Total Weighted Student Population} = \sum_{\text{Entities}} \text{Weighted Student Population}_{\text{Entity}}$$

Where:

$\text{Weighted Student Population}_{\text{Entity}}$

$$= \left(\text{ES Students}_{\text{Entity}} \times \frac{1}{3} + \text{MS Students}_{\text{Entity}} \times \frac{2}{3} + \text{HS Students}_{\text{Entity}} \right) \times \text{Entity Weight}_{\text{Entity}}$$

Some examples:

The weighted population for a bellwether school district is the sum of the following three figures multiplied by an Entity Weight of 4.5:

- Elementary school students subtotal multiplied by 1/3
- Middle school students subtotal multiplied by 2/3
- High school students subtotal

The weighted population for a school district with less than 10,000 students is the sum of the following three figures multiplied by an Entity Weight of 0.50:

- Elementary school students subtotal multiplied by 1/3
- Middle school students subtotal multiplied by 2/3
- High school students subtotal

3. Calculate the ‘dollar per weighted student’ by dividing the per student portion of the allocation (Step 1) by the weighted student population (Step 2).

$$\text{\$ per Weighted Student} = \frac{\text{Per Student Portion of School District Allocation}}{\text{Total Weighted Student Population}}$$

Appendix B includes examples of the per capita calculations for students and schools for the global settlement amount.

D. ALLOCATION FORMULA

With the per student and per school allocation amount calculated, the formulas below calculate the allocation amount by entity type. **Appendix B** includes example allocations for representative school districts.

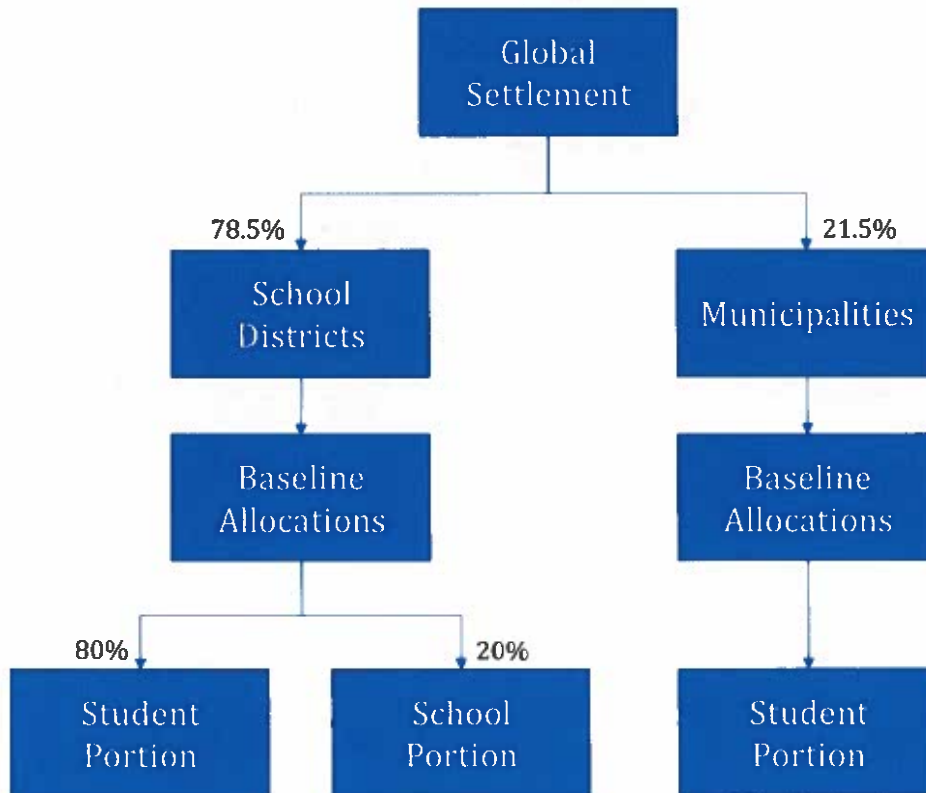
School District Allocation Formula

$$\begin{aligned} \text{Allocation}_{\text{Entity}} = & \text{Baseline}_{\text{Entity}} \\ & + \$ \text{ per Weighted Student} \times \text{Weighted Student Population}_{\text{Entity}} \\ & + \$ \text{ per Weighted School} \times \text{Weighted Number of Schools}_{\text{Entity}} \\ & + \% \text{ change in per capita allocation from the reallocation of max and mins} \end{aligned} \quad \left. \vphantom{\begin{aligned} \text{Allocation}_{\text{Entity}} = & \text{Baseline}_{\text{Entity}} \\ & + \$ \text{ per Weighted Student} \times \text{Weighted Student Population}_{\text{Entity}} \\ & + \$ \text{ per Weighted School} \times \text{Weighted Number of Schools}_{\text{Entity}} \end{aligned}} \right\} \text{Per capita allocation}$$

Below is the allocation formula broken down separately between students and schools:

$$\begin{aligned} \text{Allocation}_{\text{Entity}} = & \text{Baseline}_{\text{Entity}} \\ & + \$ \text{ per Weighted Student} \\ & \quad \times \left(\text{ES Student}_{\text{Entity}} \times \frac{1}{3} + \text{MS Student}_{\text{Entity}} \times \frac{2}{3} + \text{HS Student}_{\text{Entity}} \right) \\ & \quad \times \text{Entity Weight}_{\text{Entity}} \\ & + \$ \text{ per Weighted School} \\ & \quad \times \left(\text{ES Campus}_{\text{Entity}} \times \frac{1}{3} + \text{MS Campus}_{\text{Entity}} \times \frac{2}{3} + \text{HS Campus}_{\text{Entity}} \right) \\ & \quad \times \text{Entity Weight}_{\text{Entity}} \\ & + \% \text{ change in per capita allocation from the reallocation of max and mins} \end{aligned} \quad \left. \vphantom{\begin{aligned} & \times \left(\text{ES Student}_{\text{Entity}} \times \frac{1}{3} + \text{MS Student}_{\text{Entity}} \times \frac{2}{3} + \text{HS Student}_{\text{Entity}} \right) \\ & \times \left(\text{ES Campus}_{\text{Entity}} \times \frac{1}{3} + \text{MS Campus}_{\text{Entity}} \times \frac{2}{3} + \text{HS Campus}_{\text{Entity}} \right) \end{aligned}} \right\} \begin{array}{l} \text{Weighted} \\ \text{Student} \\ \text{Population} \end{array} \quad \left. \vphantom{\begin{aligned} & \times \left(\text{ES Student}_{\text{Entity}} \times \frac{1}{3} + \text{MS Student}_{\text{Entity}} \times \frac{2}{3} + \text{HS Student}_{\text{Entity}} \right) \\ & \times \left(\text{ES Campus}_{\text{Entity}} \times \frac{1}{3} + \text{MS Campus}_{\text{Entity}} \times \frac{2}{3} + \text{HS Campus}_{\text{Entity}} \right) \end{aligned}} \right\} \begin{array}{l} \text{Weighted} \\ \text{Number of} \\ \text{Schools} \end{array}$$

APPENDIX A. ALLOCATION FRAMEWORK



APPENDIX B. ALLOCATION FOR A 168.25 MILLION DOLLAR GLOBAL SETTLEMENT

Table B.1 shows the top-level splits for the current global settlement of \$168.25 million. Below we show in more detail the calculations for school districts.

TABLE B.1. ALLOCATION DISTRIBUTION FOR A \$168.25 MILLION GLOBAL SETTLEMENT

	\$ per Entity (Millions)	Total (Millions)	%
Settlement		\$168.25	
School District Portion		\$132.08	78.5%
Baseline for bellwethers	\$1.21	\$4.85	4%
Baseline for non-bellwethers	\$0.00	\$0.00	0%
Remaining for districts after baselines		\$127.23	96%
Student Portion		\$101.78	80%
School Portion		\$25.45	20%
Municipality Portion		\$36.17	21.5%

School District Allocation***Allocation per Student***

Table B.2 shows the number of students, unweighted and weighted, by grade level for all currently litigating school districts and regional offices of education. The calculation below shows the dollar per weighted student for a global settlement amount of \$168.25 million. Note, that the weighted number of students reflects all the allocation factors described in **Section A**.

TABLE B.2. ALLOCATION PER STUDENT: SCHOOL DISTRICT

Grade Level	Unweighted # of Students (Millions)	Weighted # of Students (Millions)
Elementary School (ES)	7.34	1.93
Middle School (MS)	3.76	1.98
High School (HS)	5.38	4.16
Total	16.48	8.07

*Totals may not sum due to rounding.

$$\begin{aligned}
 \text{\$ per Weighted Student} &= \frac{\text{Per Student Portion of School District allocation}}{\text{Total Weighted Student Population}} \\
 &= \frac{\$102 \text{ Million}}{8.07 \text{ Million Weighted Students}} \\
 &= \frac{\$12.6}{\text{Weighted Student}}
 \end{aligned}$$

Allocation per School

Table B.3 shows the number of schools, unweighted and weighted, by grade level for all currently litigating school districts and regional offices of education. The calculation below shows the dollar per weighted school for a global settlement amount of \$168.25 million. Note, that the weighted number of schools reflects all the allocation factors described in **Section A**.

TABLE B.3. ALLOCATION PER SCHOOL

Grade Level	Unweighted # of Schools	Weighted # of Schools
Elementary School (ES)	11,334	2,884
Middle School (MS)	9,412	4,557
High School (HS)	7,577	5,301
Total	28,323	12,743

*Totals may not sum due to rounding.

$$\begin{aligned}
 \$ \text{ per Weighted School} &= \frac{\text{Per School Portion of School District allocation}}{\text{Total Weighted \# of Schools}} \\
 &= \frac{\$25 \text{ Million}}{12,743 \text{ Weighted Schools}} \\
 &= \frac{\$2.0 \text{ k}}{\text{Weighted School}}
 \end{aligned}$$

Distribution of allocation from minimum and maximum allocation rules

As discussed in **Section B**, the allocation method applies an iterative process to raise the allocation amount for all entities below the minimum and redistributing excess funding for entities above the maximum.⁹ **Table B.4** presents the aggregate change in funding from these two rules and then presents the change in allocation as a percentage for the subset of entities above the minimum but below the maximum.

TABLE B.4. REALLOCATION OF MINIMUMS AND MAXIMUMS (IN MILLIONS)

	Funding for minimums <i>A</i>	Excess from maximums <i>B</i>	Total to be redistributed <i>C = A + B</i>	Per capita allocation of entities not receiving min or max <i>D</i>	% change in per capita allocation <i>E = C/D</i>
School districts	-\$0.17	\$2.71	\$2.54	\$110.97	2.29%

*Totals may not sum due to rounding.

Tables B.5 to B.7 summarize allocations for *example* school districts under a global settlement amount of \$168.25 million.

⁹ For example, to implement the minimum allocation rules, the redistribution process is repeated only once. For the maximum allocation rule, the process is repeated once as well.

TABLE B.5. EXAMPLE ALLOCATION PER STUDENT PORTION

Entity (Filed before 9/1/2022)	Entity Weight <i>A</i>	# ES Students <i>B</i>	# MS Students <i>C</i>	# HS Students <i>D</i>	Total Students (Unweighted) <i>E</i>	Total Student (Weighted) ¹ <i>F</i>	\$ per Weighted Student <i>G</i>	Student Portion of Entity Allocation (\$ Millions) ² <i>H</i>
Bellwether school district	4.50	50,000	30,000	40,000	120,000	345,000	\$13	\$4.35
Midsize school district	0.75	5,000	3,000	4,000	12,000	5,750	\$13	\$0.07
¹ Total # of weighted students = $A \times (B \times \frac{1}{3} + C \times \frac{2}{3} + D)$								
² Student portion of the Allocation = $F \times G$								

*Totals may not sum due to rounding.

TABLE B.6. EXAMPLE ALLOCATION PER SCHOOL PORTION: SCHOOL DISTRICTS ONLY

Entity (Filed before 9/1/2022)	Entity Weight <i>A</i>	# ES School <i>I</i>	# MS Schools <i>J</i>	# HS Schools <i>K</i>	Total Schools (Unweighted) <i>L</i>	Total Schools (Weighted) ¹ <i>M</i>	\$ per Weighted School <i>N</i>	School Portion of Entity Allocation (\$ Millions) ² <i>O</i>
Bellwether school district	4.50	40	30	20	90	240	\$1,997	\$0.48
Midsize school district	0.75	4	3	1	8	3	\$1,997	\$0.01
¹ Total # of weighted schools = $A \times (I \times \frac{1}{3} + J \times \frac{2}{3} + K)$								
² Student portion of the Allocation = $M \times N$								

*Totals may not sum due to rounding.

TABLE B.7. EXAMPLE ALLOCATION TOTAL

Entity (Filed before 9/1/2022)	Entity Baseline (\$ Millions) <i>P</i>	Student Portion of Entity Allocation (\$ Millions) <i>H</i>	School Portion of Entity Allocation (\$ Millions) <i>O</i>	% Change in Per Capita Allocation <i>Q</i>	Redistributed Max and Min (\$ Millions) $R = Q \times (H+O)$	Total Entity Allocation (\$ Millions) $S = P+H+O+R$
Bellwether school district	\$1.21	\$4.35	\$0.48	2.29%	\$0.11	\$6.15
Midsize school district	\$0.00	\$0.07	\$0.01	2.29%	\$0.00	\$0.08

*Totals may not sum due to rounding.

RESOLUTION FOR THE CERTIFICATION OF LEAD EVALUATORS

The Annual Professional Performance Review (APPR) regulations of the Board of Regents provides that, in order to be certified as lead evaluators, administrators must be trained in the following nine elements:

1. NYS Teaching Standards, and their related elements and performance indicators or ISLLC standards and their related functions;
2. Evidence-based observation techniques grounded in research;
3. Application and use of the student growth percentile model and the value-added growth model;
4. Application and use of approved teacher or principal practice rubric(s) selected by the district or BOCES for use in evaluations, including training on the effective application of such rubrics to observe a teacher's or principal's practice;
5. Application and use of any assessment tools that the school district or BOCES utilizes to evaluate its classroom teachers or building principals, including but not limited to, structured portfolio reviews; student, parent teacher and/or community surveys; professional growth goals and school improvement goals, etc.;
6. Application and use of any State-approved locally-selected measures of student achievement used by the school district or BOCES to evaluate its teachers or principals;
7. Use of the Statewide Instructional Reporting System;
8. Scoring methodology utilized by the Department and/or the district or BOCES to evaluate a teacher or principal under this Subpart, including how scores are generated for each subcomponent and the composite effectiveness score and application and use of the scoring ranges prescribed by the Commissioner;
9. Specific considerations in evaluating teachers and principals of English language learners and students with disabilities.

The people listed below have participated in the Lead Evaluator Training provided by a variety of sources including, but not limited to: NYS, Network Team, BOCES, LEAF (NYCOSS), Webinars and in-district training, which included the required components, the following people are considered as Certified Lead Evaluators for teachers for the 2023-2024 School Year:

- Shane Dehn
- Ellen Lloyd
- Nikki Miller
- Casey Steiner
- David Wise

The people listed below have participated in the Lead Evaluator Training provided by a variety of sources including, but not limited to: NYS, Network Team, BOCES, LEAF (NYCOSS), Webinars and in-district training, which included the required components, the following people are considered as Certified Lead Evaluators for principals for the 2023-2024 School Year:

- Ellen Lloyd
- Nikki Miller

REVENUES		2022-2023			2023-2024		
		PROPOSED BUDGET	ADJUSTED + OR -	CURRENT PROJECTION	PROPOSED BUDGET	ADJUSTED + OR -	CURRENT PROJECTION
LOCAL SOURCES							
REAL PROPERTY TAXES		7,176,358	22,801	7,199,159	7,353,555	-	7,353,555
NON-PROPERTY TAXES (SALES TAX)		260,000	(1,449)	258,551	250,000	-	250,000
CHARGES FOR SERVICES		5,000	75,698	80,698	5,000	9,168	14,168
USE OF MONEY & PROPERTY		5,000	325,382	330,382	45,000	31,584	76,584
SALE OF PROP/COMP-LOSS		-	40,800	40,800	-	-	-
MISCELLANEOUS		80,000	224,691	304,691	80,000	67	80,067
TOTAL LOCAL		\$ 7,526,358	\$ 687,923	\$ 8,214,281	\$ 7,733,555	\$ 40,819	\$ 7,774,374
STATE SOURCES							
BASIC FORMULA AIDS/FLEX AID		11,056,411	(1,552,303)	9,504,108	12,663,594	-	12,663,594
PUBLIC EXCESS COST AID (SWD)		198,369	1,602,709	1,801,078	112,745	-	112,745
PRI EXCESS COST AID -		244,992	63,243	308,235	292,825	-	292,825
TRADEWINDS - CRP							
BOCES AID		1,100,251	(48,753)	1,051,498	1,051,592	-	1,051,592
TEXTBOOK AID							52,477
SOFTWARE AID		52,101	(381)	51,720	52,477	-	-
LIBRARY MATERIALS AID							-
COMPUTER HARDWARE & TECHNOLOGY		11,679	(144)	11,535	11,767	-	11,767
UNIVERSAL PRE-K							
HOMELESS AID		-	144,432	144,432	-	-	-
TOTAL STATE AID		\$ 12,663,803	\$ 208,803	\$ 12,872,606	\$ 14,185,000	\$ -	\$ 14,185,000
FEDERAL FISCAL STABILIZATION GRANT							
TOTAL STATE AID ALL SOURCES							
CARES GEER & ESSER							
FEDERAL/MEDICAID		15,000	40,936	55,936	15,000	-	15,000
INTERFUND TRANSFER			275	275			
TOTAL REVENUE		\$ 20,205,161	\$ 937,936	\$ 21,143,097	\$ 21,933,555	\$ 40,819	\$ 21,974,374
USE OF FUND BALANCE							
APPROPRIATED FUND BALANCE		818,934	-	818,934	753,745	-	753,745
APPROP USE OF EPC RESERVES		-	-	-	-	-	-
APPROP USE OF 4.8 RESERVES		-	-	-	-	-	-
APPROPRIATED USE OF 2.3 RESERVES		-	-	-	-	-	-
APPROPRIATED USE OF RESTRICTED FUNDS		200,000	-	200,000	-	-	-
APPROP USE OF 11.595 RESERVES		-	-	-	-	-	-
APPROP USE OF EXCEL RESERVES		-	-	-	-	-	-
TOTAL BUDGET		\$ 21,224,095	\$ 937,936	\$ 22,162,031	\$ 22,687,300	\$ 40,819	\$ 22,728,119

EXPENDITURES			2022-2023		2023-2024	
BUDGET AREA	NET BUDGET =	PROJECTED EXPENSE =	PROJECTED BALANCE =	NET BUDGET =	PROJECTED EXPENSE =	PROJECTED BALANCE =
GENERAL SUPPORT	2,876,155	2,497,097	379,058	2,748,046	2,465,518	282,527
INSTRUCTION	10,877,750	10,009,205	868,545	11,318,573	10,634,677	683,896
TRANSPORTATION	1,091,490	1,045,352	46,138	1,180,410	1,081,753	98,658
COMMUNITY SERVICES	3,000	1,140	1,860	3,000	2,000	1,000
UNDISTRIBUTED	6,063,600	5,503,649	559,951	7,791,190	7,396,977	394,213
INTERFUND TRANSFERS	594,100	582,312	11,788	140,000	140,000	-
CAPITAL OUTLAY						
TOTAL APPROP/EXPENSE/BAL	21,506,095	19,638,754	1,867,341	23,181,219	21,720,925	1,460,293
TOTAL APPROP/EXPENSE/BAL	21,506,095	19,638,754	\$1,867,341	23,181,219	21,720,925	\$1,460,293
PERCENT UNSPENT BUD APPROP	-0.35%			7.23%		
TRANSFER TO CAPITAL FUND						
FUND BALANCE			2022-2023		2023-2024	
BEGINNING TOTAL FUND BAL			\$ 9,775,969		\$ 11,280,312	
ADD REVENUES			21,143,097		21,974,374	
RESERVE EQUITY TRANSFER						
SUB-TOTAL			30,919,067		33,254,686	
SUBTRACT EXPENDITURES			(19,638,754)		(21,720,925)	
SUBTRACT TRANSFER TO CP						
PRIOR PERIOD ADJUSTMENT						
ENDING TOTAL FUND BALANCE			\$ 11,280,312		\$ 11,533,761	
Non Spendable - Prepaid Expenditures			349,386			
RESTRICTED			(349,386)			
- Unemployment Insurance 6/24/1991			86,404		85,255	
- 2010 Bus Purchase Capital Reserve 5/18/2010 - 10 YRS - \$3,000,000			321,988		319,513	
- Retirement Contribution 8/23/2010			1,734,670		2,104,322	
- Employee Benefit Accrued Liability 8/23/2010			920,504		1,099,518	
- Worker's Comp Reserve			466,714		510,026	
- Reserve for Encumbrances			203,455			
- Legal Liability Reserve			9,090		8,960	
- 2018 Reserve for Capital 05/15/18 10 yrs - \$5,000,000			2,485,826		2,863,854	
- 2019 Capital for Bus 5/21/18 10 yrs - \$5,000,000			1,273,440		1,856,555	
TOTAL RESTRICTED RESERVE FUNDS			\$ 7,512,100		\$ 8,848,003	
			(7,512,100)		(8,848,003)	
UNRESERVED FUND BALANCE			\$ 3,418,826		\$ 2,685,758	
ASSIGNED/APPROPRIATED FUND BALANCE						
- RESERVE FOR ENCUMBRANCES						
- DESIGNATED TO REDUCE TAXES						
UNASSIGNED						
UNASSIGNED FUND BALANCE			\$ 2,685,081		\$ 2,685,758	
Projected Unassigned 4%			\$ 907,492			
			\$ 1,757,589		to transfer	



Marion Central School

District Office

Dr. Ellen Lloyd
Superintendent
of Schools

Nikki Miller
Assistant Superintendent
of Instruction

Richard Walker
Director of Finance
and Operations

David Wise
Director of Technology
and Innovative Programs

MEMO TO: **Board of Education**
FROM: **Rich Walker, Director of Finance and Operations**
DATE: **September 27, 2023**
RE: **Title Change**

This email is to inform you of a letter that I received regarding my job title.

The New York State Teacher Retirement System (NYSTRS) sent me a letter stating that I needed to change my retirement membership to New York State Labor Retirement System (NYSLRS). This request is based upon my title having "Director" as part of it. According to NYSTRS, any "Director" must meet all of the following in order to remain in NYSTRS:

1. require a District Leader certificate
2. involve more than 50% instructional duties

Here is where the letter becomes contradictory when it states the following:

1. NYSTRS reportable titles include Business Administrators
2. Unclassified by NYS Civil Service
3. Require an SDBL

I meet all of these.

The letter goes on to cite Education Law Section 501(4) that defines teacher to include Supervisor and Director. It also cites Section 35 of Civil Service Law which also includes supervisory as part of NYSTRS.

I spoke to the person that sent me the letter and she indirectly agreed with my arguments and that by having "Director" in my title is what triggered the letter. The majority of School Business Administrators have the title of Assistant Superintendent of Business and Operations or some variation.

By simply changing my title to School Business Administrator should resolve the issue. It will not change any of my job duties. The October 2nd agenda will include your approval of my title change. Thank you for your continued support. Please let me know if you have any questions.

Sincerely,

Richard Walker

MARION CENTRAL SCHOOL
4034 Warner Road, Marion, NY 14505
Board of Education Meeting
September 25, 2023 – 6:00 PM
Jr.-Sr. High School Library

- BOARD MEMBERS PRESENT:** M. Kuelling R. Marshall, J. Monroe, J. Reesor and A. Taber
- ADMINISTRATORS PRESENT:** E. Lloyd, K. Kellerhouse (Intern), R. Walker
- GUESTS:** Guest Register
- A1. CALL TO ORDER** Mr. Marshall called the meeting to order at 6:00 P.M. and led the Pledge of Allegiance.
- A4. APPROVAL OF AGENDA** Motion by Mrs. Kuelling, seconded by Ms. Taber, and unanimously carried by Board members present the following resolution: BE IT RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the agenda of September 25, 2023 as presented. (FY 23/24 September #2) 5-0-0
- B1. APPRV INTERIM AP** Motion by Mrs. Kuelling, seconded by Mr. Reesor, and unanimously carried by Board members present the following resolution: BE IT RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of **Änna Harasimowicz** as Interim K-12 Assistant Principal; Certification ~ School Building Leader, Initial; School District Leader, Professional; Students w/Disabilities (Grades 1-6), Initial, Salary \$70,000; 12 month position. (FY 23/24 September #2) 5-0-0
- B2. APPROVE PE TEACHER** Motion by Ms. Taber, seconded by Mrs. Kuelling, and unanimously carried by Board members present the following resolution: BE IT RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the four-year probationary appointment of **Brittany Lembaris** as a Physical Education Teacher at Marion Elementary School in the tenure area of Physical Education; salary \$48,400, effective date 10/10/2023 through 10/09/2027 or sooner upon termination by the board. This expiration date is tentative and conditional only. Except to the extent required by the applicable provisions of Section 3014 of the Education Law, in order to be granted tenure the teacher must receive composite or overall annual professional performance review ratings

the three (3) preceding years, and if the teacher receives an ineffective composite or overall rating in the final year of the probationary period the teacher shall not be eligible for tenure at that time. (FY 23/24 September #2) 5-0-0

C. APPRVE MOA TRAINING

Motion by Mr. Monroe, seconded by Mr. Reesor, and unanimously carried by Board members present the following resolution: BE IT RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the MOA regarding Mandated Training between Marion Central School District and Marion School Union 9104, Wayne County Local 859, CSEA, Inc., Local 1000, AFSCME, AFL-CIO as presented. (FY 23/24 September #2) 5-0-0

D. APPRVE MOA LEAVE ALT SCH

Motion by Ms. Taber, seconded by Mr. Reesor, and unanimously carried by Board members present the following resolution: BE IT RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the MOA regarding Leave during Alternate Work Schedule between Marion Central School District and Marion School Union 9104, Wayne County Local 859, CSEA, Inc., Local 1000, AFSCME, AFL-CIO as presented. (FY 23/24 September #2) 5-0-0

E. APPROVE RESOLUTION

Motion by Mr. Reesor, seconded by Ms. Taber, and unanimously carried by Board members present the following resolution: BE IT RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the resolution to approve the written agreement between the Superintendent of Schools and an employee of the District executed on September 15, 2023 as presented in Executive Session. (FY 23/24 September #2) 5-0-0

F. CONSENT AGENDA ITEMS

Motion by Mr. Monroe, seconded by Ms. Taber, and unanimously carried by Board members present: 5-0-0

F1. MEETING MINUTES

RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Meeting Minutes of the September 11, 2023 regular board meeting. (FY 23/24 September #2)

F2. CSE/CPSE PLACEMENTS

RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the placement of students into special education programs. (FY 23/24 September #2)

F3. APPROVE SPORTS AIDE

RESOLVED, that the Board of Education, upon the recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of **Chelsea Nuss** as a 1:1 Student Specific Aide for Sports, effective September 7, 2023, rate: \$14.45/hour. (FY 23/24 September #2)

F4. APPROVE SUB TIMER

RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of **Julie Reesor** as a substitute soccer timer for the 2023-24 school year. (FY 23/24 September #2)

F5. APPROVE STUDENT SUB

RESOLVED, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of **Hunter Goodfriend** as a Student Substitute Evening Cleaner for Marion Jr-Sr High School. (FY 23/24 September #2)

G. BOARD RETREAT

The Board received an overview of Board Docs, reviewed and discussed the proposed NYSSBA Resolutions, confirmed their 2023-24 goals and strategies to complete them. Lastly the Board discussed types and topics of questions for the community survey they want to send out, deciding to first focus on the budget process.

H. ADJOURNMENT

Motion by Mr. Monroe, seconded by Mr. Reesor, and unanimously carried by Board members present the following resolution: BE IT RESOLVED, that the Board of Education approves the adjournment of its September 25, 2023 meeting and retreat at 7:13 PM.

Respectfully Submitted,

Nadine A. Mitchell
School District Clerk

MARION CSD

Check Warrant Report For H - 12: CAPITAL SEPTEMBER 22, 2023 For Dates 9/1/2023 - 9/30/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
200462	09/22/2023	8112	CORPORATE FLOORING INNOVATIONS, INC				
				HA23 2110.240-03-0000	240167	45,815.00	45,815.00
				H21 2110.240-00-0000	230768	25,030.00	25,030.00
				H21 2110.240-00-0000	230768	49,848.00	49,848.00
					Check Total:	120,693.00	
200463	09/22/2023	6511	IVERSEN CONSTRUCTION CORP				
				H21 1620.293-02-0000	221026	68,967.50	68,967.50
				H21 1620.293-04-0000	221026	760.77	760.77
				H21 1620.293-03-0000	221026	51,168.16	51,168.16
				H21 1620.293-03-0001	221026	10,270.36	10,270.36
					Check Total:	131,166.79	
200464	09/22/2023	7977	MONROE PIPING & SHEET METAL, LLC				
				H21 1620.294-02-0000	221028	28,376.18	28,376.18
				H21 1620.294-03-0000	221028	55,826.12	55,826.12
					Check Total:	84,202.30	
200465	09/22/2023	4290	WATCHDOG BUILDING PARTNERS, LLC				
				H21 2110.201-00-0000	210934	4,100.05	4,100.05
				H21 2110.201-00-0000	210568	45,469.95	45,469.95
					Check Total:	49,570.00	

Check Warrant Report For H - 12: CAPITAL SEPTEMBER 22, 2023 For Dates 9/1/2023 - 9/30/2023

Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
Number of Transactions: 4					Warrant Total:	385,632.09	
					Vendor Portion:	385,632.09	

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 4 in number, in the total amount of \$385,632.09. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/22/23 Don M. Levan Deputy P.A.
 Date Signature Title

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 385,632.09. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/22/23 Kim Wempe Claims Auditor
 Date Auditor's Signature Title

MARION CSD



Check Warrant Report For F - 11: SPECIAL AID SEPTEMBER 22, 2023 For Dates 9/1/2023 - 9/30/2023

Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
2964	09/22/2023	122	BRIGHT START PEDIATRIC SERV.				
				FW22 2250.400-00-0000	230190	548.00	548.00
				FV22 2250.400-00-0000	230190	576.00	576.00
					Check Total:	1,124.00	
2965	09/22/2023	1604	HILLSIDE CHILDREN'S CTR				
				FV22 2250.400-00-0000	230188	288.00	288.00
					Check Total:	288.00	
2966	09/22/2023	1733	NYS COUNCIL SCHOOL SUPERINTEND				
				FF24 2110.450-00-0000	240387	1,520.00	1,520.00
				FF24 2110.460-00-0000	240387	470.00	470.00
					Check Total:	1,990.00	
					Warrant Total:	3,402.00	
					Vendor Portion:	3,402.00	

Number of Transactions: 3

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 3 in number, in the total amount of \$3,402.00. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/22/23 Lisa M. Lavan Deputy P.A.
 Date Signature Title

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 3,402.00. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/22/23 Kim Wamsley Claims Auditor
 Date Auditor's Signature Title

MARION CSD



Check Warrant Report For C - 6: CAFETERIA SEPTEMBER 22, 2023 For Dates 9/1/2023 - 9/30/2023

Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
7253	09/22/2023	1789	BARRON'S PRATT BARN & VINEYARD	C 2860.410-01-0002	240147	35.00	35.00
					Check Total:	35.00	
7254	09/22/2023	432	BIMBO BAKERIES USA INC	C 2860.410-01-0002	240142	136.33	136.33
				C 2860.410-01-0002	240142	136.18	136.18
				C 2860.410-01-0002	240142	87.74	87.74
					Check Total:	360.25	
7255	09/22/2023	3482	HERSHEYS CREAMERY CO.	C 2860.410-01-0002	240146	209.76	209.76
				C 2860.410-01-0002	240146	195.96	195.96
					Check Total:	405.72	
7256	09/22/2023	7727	LATINA BOULEVARD FOODS LLC	C 2860.410-01-0002	240137	34.70	34.70
					Check Total:	34.70	
7257	09/22/2023	2553	REGIONAL DISTRIBUTORS, INC.	C 2860.450-01-0002	240141	709.19	709.19
				C 2860.450-10-0002	240141	202.52	202.52
					Check Total:	911.71	
7258	09/22/2023	7909	RENZI FOODSERVICE	C 2860.410-01-0002	240394	623.91	623.91
					Check Total:	623.91	
7259	09/22/2023	1246	SYSCO FOOD SERVICES	C 2860.410-01-0002	240148	3,804.04	3,804.04
					Check Total:	3,804.04	
7260	09/22/2023	1335	UPSTATE NIAGARA COOP., INC.	C 2860.410-10-0002	240138	539.35	539.35
				C 2860.411-01-0002	240138	266.43	266.43
				C 2860.411-01-0002	240138	194.20	194.20
					Check Total:	999.98	
7261	09/22/2023	3372	WRIGHT BEVERAGE	C 2860.410-01-0002	240143	348.00	348.00

MARION CSD



Check Warrant Report For C - 6: CAFETERIA SEPTEMBER 22, 2023 For Dates 9/1/2023 - 9/30/2023

Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
						Check Total:	348.00
						Warrant Total:	7,523.31
						Vendor Portion:	7,523.31

Number of Transactions: 9

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 9 in number, in the total amount of \$7,523.31. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/22/23 Lisa M. Levan Deputy P.A.
 Date Signature Title

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 7,523.31. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/22/23 Kim Wemphua Claims Auditor
 Date Auditor's Signature Title

MARION CSD

Check Warrant Report For A - 33: GENERAL SEPTEMBER 22, 2023 For Dates 9/1/2023 - 9/30/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
48765	09/22/2023	3965	**CONTINUED** AMAZON CAPITAL SERVICES, INC.				
						Check Total:	0.00
48766	09/22/2023	3965	AMAZON CAPITAL SERVICES, INC.				
				A 2110.500-02-0004	240376	338.50	338.50
				A 2110.500-02-0004	240375	176.28	176.28
				A 2110.500-02-0004	240339	619.98	619.98
				A 2110.500-02-0004	240337	797.87	797.87
				A 2250.500-02-0004	240327	153.99	153.99
				A 2250.500-02-0004	240306	74.43	74.43
				A 2110.500-03-0017	240322	156.53	156.53
				A 2110.500-03-0017	240363	65.68	65.68
				A 2110.500-03-0017	240359	80.30	80.30
				A 2110.500-03-0017	240361	331.17	331.17
				A 2110.500-03-0017	240364	267.90	267.90
				A 2110.500-03-0017	240378	296.88	296.88
				A 1620.427-02-0003	240390	48.99	48.99
				A 1620.427-03-0003	240384	169.79	169.79
				A 2110.500-02-0004	240337	47.90	47.90
						Check Total:	3,626.19
48767	09/22/2023	8172	AMPLIFY EDUCATION, INC.				
				A 2110.481-02-0004	231084	3,215.81	3,215.81
						Check Total:	3,215.81
48768	09/22/2023	3361	DANIEL BIRMAJER				
				A 2855.449-03-0008		100.70	
				A 2855.449-03-0008		193.25	
						Check Total:	293.95
48769	09/22/2023	7687	BLICK ART MATERIALS LLC				
				A 2110.500-03-0010	240354	87.90	87.90
						Check Total:	87.90
48770	09/22/2023	4008	JOHN CAMPBELL				
				A 2855.449-03-0008		190.40	

MARION CSD

Check Warrant Report For A - 33: GENERAL SEPTEMBER 22, 2023 For Dates 9/1/2023 - 9/30/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
						Check Total:	190.40
48771	09/22/2023	188	CDW GOVERNMENT INC.	A 2630.220-01-0002	240307	690.00	690.00
						Check Total:	690.00
48772	09/22/2023	4398	JOSEPH CONDON	A 2855.449-03-0008		190.40	
						Check Total:	190.40
48773	09/22/2023	3831	NATHAN COOPER	A 5510.200-04-0002	240287	5,780.00	5,780.00
						Check Total:	5,780.00
48774	09/22/2023	8211	MATTHEW C CREAMER	A 2855.449-03-0008		193.25	
						Check Total:	193.25
48775	09/22/2023	8048	CRICKLER VENDING COMPANY, INC	A 2815.500-03-0005	240163	24.00	24.00
						A 2110.500-03-0017	26.00
						A 2110.500-03-0017	38.00
						Check Total:	88.00
48776	09/22/2023	2506	CURRICULUM ASSOCIATES LLC	A 2820.500-02-0004	240303	582.40	582.40
						Check Total:	582.40
48777	09/22/2023	4374	KEVIN DELEHANTY	A 2855.449-03-0008		118.70	
						A 2855.449-03-0008	118.70
						Check Total:	237.40
48778	09/22/2023	3171	MELISSA EDWARDS	A 2855.449-03-0008		204.00	
						Check Total:	204.00
48779	09/22/2023	361	EXCELLUS HEALTH PLAN GR- HOSP	A 9060.804-01-0002	240184	211,253.87	211,253.87
						A 9060.800-01-0002	28,758.77
						A 9060.800-01-0002	24,596.44
						A 9060.800-01-0002	4,577.94

MARION CSD

Check Warrant Report For A - 33: GENERAL SEPTEMBER 22, 2023 For Dates 9/1/2023 - 9/30/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
				A 9060.800-01-0002	240184	4,026.05	4,026.05
					Check Total:	273,213.07	
48780	09/22/2023	1549	EXCELLUS HEALTH PLAN GR-DENTAL	A 9060.805-01-0002	240185	10,169.98	10,169.98
				A 9060.800-01-0002	240185	7,545.66	7,545.66
					Check Total:	17,715.64	
48781	09/22/2023	2421	FERRARA FIORENZA PC	A 1420.441-01-0001	240043	230.00	230.00
					Check Total:	230.00	
48782	09/22/2023	390	FLAGHOUSE	A 2110.500-02-0004	230971	292.05	292.05
					Check Total:	292.05	
48783	09/22/2023	3722	TODD FORSHAY	A 2855.449-03-0008		100.70	
					Check Total:	100.70	
48784	09/22/2023	8205	GUITAR CENTER STORES INC	A 2110.500-02-0004	240308	72.40	72.40
					Check Total:	72.40	
48785	09/22/2023	8130	HARRIS BEACH PLLC	A 1420.441-01-0001	240317	2,235.60	2,235.60
					Check Total:	2,235.60	
48786	09/22/2023	2016	STEVEN HILFIKER	A 2855.449-03-0008		204.40	
					Check Total:	204.40	
48787	09/22/2023	519	REGINALD HOUSTON	A 2855.449-03-0008		118.70	
					Check Total:	118.70	
48788	09/22/2023	8038	LAZENBY, NOEL	A 2855.449-03-0008		100.70	
					Check Total:	100.70	
48789	09/22/2023	776	MOBILE MUSIC	A 2110.425-03-0019	240132	125.00	125.00

MARION CSD

Check Warrant Report For A - 33: GENERAL SEPTEMBER 22, 2023 For Dates 9/1/2023 - 9/30/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
Check Total:						125.00	
48790	09/22/2023	817	NASCO				
				A 2110.500-03-0023	240231	5.40	5.40
				A 2110.500-03-0023	240231	5.40	5.40
Check Total:						10.80	
48791	09/22/2023	846	NORMAN HOWARD SCHOOL				
				A 2250.471-01-0002	240099	4,753.60	4,753.60
Check Total:						4,753.60	
48792	09/22/2023	858	NY HEAD MECHANICS ASSOC				
				A 5510.401-04-0009	240084	35.00	100.00
Check Total:						35.00	
48793	09/22/2023	4001	PHILIP PIETRANTONI				
				A 2855.449-03-0008		100.70	
Check Total:						100.70	
48794	09/22/2023	3209	PRIMEX WIRELESS, INC.				
				A 1620.500-02-0003	240295	71.00	71.00
Check Total:						71.00	
48795	09/22/2023	7602	QUADIAN FINANCE USA INC				
				A 1480.402-01-0001	240078	999.70	999.70
Check Total:						999.70	
48796	09/22/2023	1092	S & S WORLDWIDE, INC.				
				A 2110.500-02-0004	230976	78.40	78.40
Check Total:						78.40	
48797	09/22/2023	7824	SAVVAS LEARNING COMPANY LLC				
				A 2110.480-01-0002	240194	264.22	264.22
Check Total:						264.22	
48798	09/22/2023	1124	SCHOOL HEALTH CORP.				
				A 2110.500-02-0004	230975	463.84	463.84
				A 2110.500-02-0004	230975	13.29	13.29
				A 2110.500-02-0004	230975	24.70	24.70
Check Total:						501.83	
48799	09/22/2023	1128	SCHOOL SPECIALTY				
				A 2110.500-02-0004	240285	632.00	632.00

MARION CSD

Check Warrant Report For A - 33: GENERAL SEPTEMBER 22, 2023 For Dates 9/1/2023 - 9/30/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
				A 2110.500-02-0004	240286	956.62	956.62
				A 2110.500-03-0023	240230	562.75	562.75
					Check Total:	2,151.37	
48800	09/22/2023	1156	SHERWIN WILLIAMS	A 1620.500-03-0003	240369	39.12	39.12
					Check Total:	39.12	
48801	09/22/2023	7905	SMITH, PAULA	A 2855.449-03-0008		107.00	
					Check Total:	107.00	
48802	09/22/2023	1219	STAPLES CONTRACT & COMMERCIAL	A 2110.500-02-0004	230877	16.66	16.66
					Check Total:	16.66	
48803	09/22/2023	1226	DAVID STELL	A 2855.449-03-0008		110.00	
					Check Total:	110.00	
48804	09/22/2023	3019	TALLMADGE TIRE SERVICE	A 5510.573-04-0009	240032	867.00	867.00
					Check Total:	867.00	
48805	09/22/2023	3564	UPSTATE FAC. SOLUTIONS	A 1620.500-02-0003	240344	382.74	382.74
				A 1621.428-03-0003	240344	1,543.02	1,543.02
					Check Total:	1,925.76	
48806	09/22/2023	1338	UTICA NATIONAL INS GROUP	A 1621.438-01-0002	240263	305.00	305.00
				A 1910.436-01-0002	240263	26,468.45	32,000.00
				A 5510.438-04-0002	240263	14,559.55	14,559.55
				A 5530.436-04-0002	240263	7,000.00	7,000.00
					Check Total:	48,333.00	
48807	09/22/2023	4019	VAN HOOK SERVICE CO. INC.	A 1620.427-02-0003	240010	1,700.00	1,700.00
				A 1620.427-03-0003	240010	1,700.00	1,700.00
					Check Total:	3,400.00	
48808	09/22/2023	8210	ALEX A WEMESFELDER				

MARION CSD



Check Warrant Report For A - 33: GENERAL SEPTEMBER 22, 2023 For Dates 9/1/2023 - 9/30/2023

Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
				A 1620.452-01-0002		146.92	
					Check Total:	146.92	
48809	09/22/2023	1436	**CONTINUED** WFL BOCES GENERAL FUND				
					Check Total:	0.00	
48810	09/22/2023	1436	WFL BOCES GENERAL FUND				
				A 1010.491-05-0001	240172	898.21	898.21
				A 1310.491-05-0001	240172	32,971.01	32,971.01
				A 1345.491-05-0001	240172	594.70	594.70
				A 1420.491-05-0001	240172	2,092.50	2,092.50
				A 1620.491-05-0001	240172	976.00	976.00
				A 1670.491-05-0001	240172	750.00	750.00
				A 1680.491-05-0001	240172	35,845.29	35,845.29
				A 1981.491-05-0001	240172	11,945.09	11,945.09
				A 2070.491-05-0001	240172	1,598.73	1,598.73
				A 2110.491-05-0001	240172	5,063.13	5,063.13
				A 2250.490-05-0001	240172	116,803.36	116,803.36
				A 2280.491-05-0001	240172	28,690.20	28,690.20
				A 2330.491-01-0002	240172	4,600.00	4,600.00
				A 2610.491-05-0001	240172	2,461.74	2,461.74
				A 2630.491-05-0001	240172	56,360.18	56,360.18
				A 2020.491-05-0001	240172	263.40	263.40
				A 1480.490-01-0001	240172	6,733.56	6,733.56
					Check Total:	308,647.10	

MARION CSD



Check Warrant Report For A - 33: GENERAL SEPTEMBER 22, 2023 For Dates 9/1/2023 - 9/30/2023

Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
Number of Transactions: 46						Warrant Total:	682,347.14
						Vendor Portion:	682,347.14

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 46 in number, in the total amount of \$682,347.14. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/22/23 Rona M. Levan Deputy R.A.
 Date Signature Title

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 682,347.14. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/22/23 Kim Wenzel Claims Auditor
 Date Auditor's Signature Title

MARION CSD



Check Warrant Report For A - 32: PR #6 9/15/2023 TA For Dates 9/15/2023 - 9/15/2023

Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
48727	09/15/2023	253	CSEA INC.	A 724		1,612.36	
				A 724		132.23	
				A 724		22.71	
					Check Total:	1,767.30	
48728	09/15/2023	814	N.Y.S CHILD SUPPORT PROCESSING	A 723		1,275.00	
					Check Total:	1,275.00	
48729	09/15/2023	902	NYSUT MEMBER BENEFITS	A 724A		343.97	
					Check Total:	343.97	
102218	09/15/2023	696	MARION CENTRAL SCHOOL PAYROLL	A 710		304,595.63	
					Check Total:	304,595.63	
102219	09/15/2023	872	NYS INCOME TAX BUREAU	A 721		17,168.63	
					Check Total:	17,168.63	
102220	09/15/2023	1905	THE OMNI GROUP	A 729		200.00	
				A 729		2,582.73	
				A 729		4,909.79	
				A 729		938.46	
				A 729		686.45	
				A 729		700.00	
				A 729		5,393.51	
				A 729		250.00	
				A 729		100.00	
				A 729		819.25	
				A 729		150.00	
					Check Total:	16,730.19	
102221	09/15/2023	3944	DEPARTMENT OF THE TREASURY	A 726		25,633.85	

MARION CSD



Check Warrant Report For A - 32: PR #6 9/15/2023 TA For Dates 9/15/2023 - 9/15/2023

Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
				A 726		25,633.85	
				A 722		32,609.85	
				A 726		5,995.06	
				A 726		5,995.06	
					Check Total:	95,867.67	
102222	09/15/2023	6531	HSA BANK A DIVISION OF WEBSTER BANK NA				
				A 720C		5,374.81	
					Check Total:	5,374.81	
					Warrant Total:	443,123.20	
					Vendor Portion:	443,123.20	

Number of Transactions: 8

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 8 in number, in the total amount of \$443,123.20. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/15/23 [Signature] DIR of Fin
 Date Signature Title

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 443,123.20. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/15/23 [Signature] Claims Auditor
 Date Auditor's Signature Title

MARION CSD

Check Warrant Report For A - 29: GENERAL SEPTEMBER 15, 2023 For Dates 9/1/2023 - 9/30/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
48730	09/15/2023	2862	ADVANTAGE AUTO STORES	A 5510.570-04-0009	240089	9.20	9.20
					Check Total:	9.20	
48731	09/15/2023	3965	AMAZON CAPITAL SERVICES, INC.	A 2110.500-02-0004	240305	95.87	95.87
				A 2250.500-02-0004	240279	203.24	203.24
				A 2110.500-02-0004	240328	76.20	76.20
				A 2110.500-02-0004	240302	103.25	103.25
				A 2110.500-02-0004	240330	194.17	194.17
				A 2110.500-02-0004	240325	887.00	887.00
				A 2110.500-03-0010	240261	1,021.68	1,021.68
				A 2110.500-02-0004	240318	26.94	26.94
				A 2250.500-02-0004	240329	96.22	96.22
					Check Total:	2,704.57	
48732	09/15/2023	2369	BENEFIT RESOURCE INC.	A 9089.801-01-0002	240000	150.00	150.00
					Check Total:	150.00	
48733	09/15/2023	4008	JOHN CAMPBELL	A 2855.449-03-0008		116.00	
					Check Total:	116.00	
48734	09/15/2023	7688	CASCADE SCHOOL SUPPLIES INC	A 2110.500-02-0004	231077	249.66	249.66
					Check Total:	249.66	
48735	09/15/2023	3273	CASTLE PRODUCTS, INC.	A 5510.570-04-0009	240058	164.40	164.40
					Check Total:	164.40	
48736	09/15/2023	3256	CINTAS CORPORATION #411	A 5510.423-04-0002	240008	175.79	175.79
				A 1621.423-01-0002	240008	29.10	29.10
				A 5510.423-04-0002	240008	78.86	78.86
				A 1621.423-01-0002	240008	29.10	29.10
					Check Total:	312.85	
48737	09/15/2023	8017	CONCORD THEATRICALS CORP.				

MARION CSD

Check Warrant Report For A - 29: GENERAL SEPTEMBER 15, 2023 For Dates 9/1/2023 - 9/30/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
				A 2110.409-03-0017	240379	3,065.93	3,065.93
				A 2110.409-03-0017	240379	618.75	618.75
					Check Total:	3,684.68	
48738	09/15/2023	4398	JOSEPH CONDON				
				A 2855.449-03-0008		102.00	
					Check Total:	102.00	
48739	09/15/2023	312	DOUG'S PUMPING SERVICE				
				A 5530.427-04-0003	240019	558.00	558.00
					Check Total:	558.00	
48740	09/15/2023	3270	ENERGY COOP.OF AMERICA				
				A 1620.477-03-0002	240173	2,105.19	2,105.19
				A 1620.477-02-0002	240173	1,423.83	1,423.83
					Check Total:	3,529.02	
48741	09/15/2023	8130	HARRIS BEACH PLLC				
				A 1420.441-01-0001	240317	331.20	331.20
					Check Total:	331.20	
48742	09/15/2023	1048	J.C. EHRLICH CO., INC.				
				A 1620.427-02-0003	240245	87.00	87.00
				A 1620.427-03-0003	240245	87.00	87.00
					Check Total:	174.00	
48743	09/15/2023	4275	MELISSA LEVI				
				A 2250.446-01-0002	240257	408.00	408.00
					Check Total:	408.00	
48744	09/15/2023	4163	LIGHTS AUTO PARTS/NAPA				
				A 5510.570-04-0009	240048	295.23	295.23
					Check Total:	295.23	
48745	09/15/2023	4369	KEVIN M LOCICERO				
				A 2855.449-03-0008		100.70	
					Check Total:	100.70	
48746	09/15/2023	879	NYS UNEMPLOYMENT INSURANCE				
				A 9050.802-01-0002		3.66	
					Check Total:	3.66	
48747	09/15/2023	4001	PHILIP PIETRANTONI				

MARION CSD

Check Warrant Report For A - 29: GENERAL SEPTEMBER 15, 2023 For Dates 9/1/2023 - 9/30/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
				A 2855.449-03-0008		92.55	
				A 2855.449-03-0008		100.70	
					Check Total:	193.25	
48748	09/15/2023	2598	PIONEER MAN CO REVERE PRODUCTS				
				A 2855.200-03-0008	240204	684.00	684.00
					Check Total:	684.00	
48749	09/15/2023	1687	PYRAMID SCHOOL PRODUCTS				
				A 2110.500-03-0021	231038	114.26	114.26
					Check Total:	114.26	
48750	09/15/2023	1039	REGIONAL INTERNATIONAL CORP.				
				A 5510.570-04-0009	240065	435.38	435.38
					Check Total:	435.38	
48751	09/15/2023	1626	**CONTINUED** RELIANT COMMUNITY CU/VISA				
					Check Total:	0.00	
48752	09/15/2023	1626	RELIANT COMMUNITY CU/VISA				
				A 5510.561-04-0009		1,915.68	
				A 1240.500-01-0001	240206	704.39	704.39
				A 2110.482-03-0017	240220	824.00	824.00
				A 2110.500-02-0004	240202	952.30	952.30
				A 2110.500-02-0004	240281	83.85	111.80
				A 2110.500-02-0004	240267	660.00	770.00
				A 1010.409-01-0001	240201	32.27	100.00
				A 5510.500-04-0009	240288	107.98	107.98
				A 2110.500-02-0004	240283	145.42	145.42
				A 1240.409-01-0001	240197	72.40	72.40
				A 2810.500-03-0006	240313	364.95	364.95
				A 5510.561-04-0009	230804	200.00	200.00
				A 1240.409-01-0001	240201	32.27	100.00
				A 2110.500-02-0004	240283	178.73	178.73
				A 2810.500-03-0006	240313	54.48	54.48
				A 2110.500-02-0004	240283	67.58	67.58

MARION CSD

Check Warrant Report For A - 29: GENERAL SEPTEMBER 15, 2023 For Dates 9/1/2023 - 9/30/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
48753	09/15/2023	1718 ROCHESTER GAS & ELECTRIC		A 2810.500-03-0006	240313	54.48	54.48
				A 2110.500-02-0004	240283	88.45	88.45
				A 2110.500-02-0004	240283	365.23	518.82
				Check Total:		6,904.46	
48754	09/15/2023	1986 FRANK SCHMITTER		A 1620.477-02-0012	240180	2,242.24	2,242.24
				A 1620.477-02-0002	240178	2,111.71	2,111.71
				A 1620.477-03-0012	240180	2,264.13	2,264.13
				A 1620.477-03-0002	240178	862.78	862.78
				Check Total:		7,480.86	
48755	09/15/2023	1124 SCHOOL HEALTH CORP.		A 2855.449-03-0008		92.55	
				A 2855.449-03-0008		100.70	
				Check Total:		193.25	
48756	09/15/2023	1219 STAPLES CONTRACT & COMMERCIAL		A 2110.500-03-0021	231040	51.21	51.21
				A 2110.500-03-0021	231040	91.76	91.76
				Check Total:		142.97	
48757	09/15/2023	1279 THE TIMES OF WAYNE COUNTY, INC.		A 2110.500-02-0004	230867	21.24	21.24
				A 2110.500-02-0004	230867	3.31	3.31
				Check Total:		24.55	
48758	09/15/2023	3897 UNITED SUPPLY CORP.		A 1330.409-01-0002	240292	46.27	46.27
				Check Total:		46.27	
48759	09/15/2023	3081 TERRY VANDERWALL		A 2110.500-02-0004	230851	33.24	33.24
				A 2110.500-02-0004	231005	53.58	53.58
				Check Total:		86.82	
				A 1620.427-02-0003	231066	1,450.00	1,450.00
				A 1620.427-03-0003	231059	725.00	725.00

MARION CSD



Check Warrant Report For A - 29: GENERAL SEPTEMBER 15, 2023 For Dates 9/1/2023 - 9/30/2023

Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
						Check Total:	2,175.00
48760	09/15/2023	1357	VERIZON WIRELESS	A 2630.429-01-0001	240169	989.98	989.98
						A 2630.429-01-0001	989.98
						Check Total:	1,979.96
48761	09/15/2023	1406	WCWSA	A 1620.474-02-0002	240177	62.00	62.00
						A 1620.474-03-0002	133.00
						Check Total:	195.00
48762	09/15/2023	1450	WILLIAMSON HARDWARE INC	A 5510.500-04-0009	240064	88.18	88.18
						Check Total:	88.18
48763	09/15/2023	1811	MIKE WINTER	A 2855.449-03-0008		118.70	
						Check Total:	118.70
						Warrant Total:	33,756.08
						Vendor Portion:	33,756.08

Number of Transactions: 34

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 34 in number, in the total amount of \$33,756.08. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/15/23 [Signature] District Officer
 Date Signature Title

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 33,756.08. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/15/23 [Signature] Claims Auditor
 Date Auditor's Signature Title

MARION CSD

Check Warrant Report For H - 11: CAPITAL SEPTEMBER 15, 2023 For Dates 9/1/2023 - 9/30/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
200461	09/15/2023	8074	M/E ENGINEERING, P.C.	H21 2110.240-00-0000	230556	929.30	929.30
						Check Total:	929.30
						Warrant Total:	929.30
						Vendor Portion:	929.30

Number of Transactions: 1

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 1 in number, in the total amount of \$929.30. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/15/23 [Signature] DIRECTOR
 Date Signature Title

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 929.30. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/15/23 [Signature] Claims Auditor
 Date Auditor's Signature Title

MARION CSD

Check Warrant Report For C - 5: CAFETERIA SEPTEMBER 15, 2023 For Dates 9/1/2023 - 9/30/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
7248	09/15/2023	3482	HERSHEYS CREAMERY CO.	C 2860.410-01-0002	240146	165.36	165.36
					Check Total:	165.36	
7249	09/15/2023	577	JTM PROVISIONS	C 2860.410-01-0002	240149	171.69	171.69
					Check Total:	171.69	
7250	09/15/2023	2553	REGIONAL DISTRIBUTORS, INC.	C 2860.450-01-0002	240141	288.51	288.51
					Check Total:	288.51	
7251	09/15/2023	1246	SYSCO FOOD SERVICES	C 2860.410-10-0002	240148	3,313.31	3,313.31
					Check Total:	3,313.31	
7252	09/15/2023	7920	YANGS 5TH TASTE	C 2860.410-01-0002	240140	787.20	787.20
					Check Total:	787.20	
					Warrant Total:	4,726.07	
					Vendor Portion:	4,726.07	

Number of Transactions: 5

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 5 in number, in the total amount of \$4,726.07. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/15/23 [Signature] DIRECTOR
 Date Signature Title

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 4,726.07. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/15/23 [Signature] Claims Auditor
 Date Auditor's Signature Title

MARION CSD

Check Warrant Report For F - 10: SPECIAL AID SEPTEMBER 15, 2023 For Dates 9/1/2023 - 9/30/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
2963	09/15/2023	1626	RELIANT COMMUNITY CU/VISA				
				FK23 2110.450-00-0000	240264	18.75	75.00
				FF23 2110.460-00-0000	230996	141.99	141.99
				FF23 2110.460-00-0000	230996	233.45	233.45
				FF23 2110.460-00-0000	230996	82.72	324.56
Check Total:						476.91	
Warrant Total:						476.91	
Vendor Portion:						476.91	

Number of Transactions: 1

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 1 in number, in the total amount of \$476.91. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/15/23 [Signature] D. R. OFFIN
 Date Signature Title

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 476.91. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/15/23 [Signature] Claims Auditor
 Date Auditor's Signature Title

MARION CSD

Check Warrant Report For A - 30: GENERAL AP SEPTEMBER 15, 2023 For Dates 9/1/2023 - 9/30/2023



Check #	Check Date	Vendor ID	Vendor Name	Account	PO Number	Check Amount	Liquidated
48764	09/15/2023	553	J W PEPPER AND SON INC	A 600		223.75	

Number of Transactions: 1

Check Total: 223.75

Warrant Total: 223.75

Vendor Portion: 223.75

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 1 in number, in the total amount of \$223.75. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/15/23 [Signature] Director
 Date Signature Title

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 223.75. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/15/23 [Signature] Claims Auditor
 Date Auditor's Signature Title

FEDERAL GRANTS
Title I

Lisa Levan - \$2,800 FE23 2110.161.01.0000
 Nadine Mitchell - \$1,450 FE23 2210.161.01.0000
 Nikki Miller - \$1,400 FE23 2210.121.01.0000

Total	Dec. Payment	June Payment	Verified 8/28/23
\$2,800.00	\$1,400.00	\$1,400.00	
\$1,450.00	\$725.00	\$725.00	
\$1,450.00	\$725.00	\$725.00	

Title II

ENL - Teresa Alba - \$1,000 FF23 2110.150.00.0000

Total	Dec. Payment	June Payment	Verified 8/28/23
\$1,000.00	\$500.00	\$500.00	

Title IV MTSS

Emily Johnson .5 - \$1250 FJ24 2070.150.01.0000
 Amy Kellerhouse .5 - \$1250 FJ24 2070.150.01.0000
 Abby Cantello .5 - \$1250 FJ24 2070 150.01.0000
 Melissa Walker .5 - \$1250 FJ24 2070.150.01.0000

Total	Dec. Payment	June Payment	Verified 7/18/23
\$1,250.00	\$625.00	\$625.00	
\$1,250.00	\$625.00	\$625.00	
\$1,250.00	\$625.00	\$625.00	
\$1,250.00	\$625.00	\$625.00	

Wellness Coordinator- General Fund Pays

??? Wellness (Health Rewards Ambassador, LIFT Co
 Lisa VerWeire Wellness (Health Rewards Ambassador,

Total	Dec. Payment	June Payment	Verified 8/1/23	General Fund Paid- i
\$1,550.00	\$775.00	\$775.00		
\$1,550.00	\$775.00	\$775.00		

IDEA Part B - Section 611

Lisa Levan - \$2,700 FB23 2250.160.00.0000
 Kim Wemesfelder - \$2,500 FB23 2250 160.00.0000
 Melissa Walker -
 Ashley Maynard -

Total	Dec. Payment	June Payment	Verified 8/28/23	
\$2,700.00	\$1,350.00	\$1,350.00		
\$2,500.00	\$1,250.00	\$1,250.00		
	\$0.00	\$0.00	Now	2000 GF
	\$0.00	\$0.00	Now	2000 GF

IDEA Part B - Section 619

Jen Rosa - \$4,000 FC23 2250.150.00.0000

Total	Dec. Payment	June Payment	Verified 8/28/23	
\$4,000.00	\$2,000.00	\$2,000.00	Now part GF	1000 GF

MESH STIPENDS - Verified later

Belculfine, Kristen - Coordinator
 Livingston, Karen - Coordinator

1st Semester	2nd Semester	
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Overnight Field Trip Request Form

Staff Member's Name Terrri Hollebrandt

Grade Level or group Senior Class Date of Request 9/12/23

Proposed Trip Cleveland, Cedar point

Purpose of Trip Community Building, Educational at zoo and Hall of Fame

Dates of Trip May 28-May 30 2024

Dates Students will be out of School May 28-May 30

Method of Transportation Coach bus

Trips Details (destination, hotels) Cleveland - Drury Plaza Hotel

Number of Students 35

Number of Chaperones 3 (School Chaperones 1) (Parent /Extra Chaperones)

Financial Information:

Students will be Paying \$ 590

School Chaperones will be Paying \$ or School Chaperones are Paid for X

Parent/Extra Chaperones will be Paying \$ 590 or School Chaperones are Paid for

Fund Raisers to be held Chicken BBQ, Umbrella Sale, Chocolate Sale

Contributions from other sources (Marion Health Aid Fund, other organizations)

Building Principal Approval  Date 9/14/23

Date of Board of Education Presentation Date of Board of Education Approval

Approved by Board of Education

Superintendent

XC: Main Office Cafeteria Transportation District Office

GUIDELINES**MARION SENIOR TRIP** 2024

1ST Annual

I. Location

The Drury Plaza Hotel
1380 E 6th St,
Cleveland, OH 44114

Telephone: 1-216-357-3100

II. Dates and Times

- A. Leave Marion Central parking lot Wednesday, June 1st at 7:00 am **sharp**
- B. Leave Cleveland for Marion High School on Friday, June 3rd at 12:30pm

III. Transportation -- Star Travel luxury motor coaches arranged through Direct Travel

IV. Chaperones

Mrs. Hollebrandt Mr. Hamill Mrs Hamill Mrs. Chapman Dr. Lloyd

V. Rules for the trip:

- Ø All students must be academically eligible according to the Code of Conduct.
- Ø All students will submit to a luggage check (including carry on bags and purses). Luggage **must** be dropped off between 4:00 pm and 6:00 pm on Monday, May 27th. Luggage **MUST** be labeled with the student's name and will be inspected by a chaperone. Students may not go to their lockers on the morning of departure.
- Ø During free time, which may fall between 8:00am and 12:00am (midnight) students must travel in groups of **four or more** outside of the hotel.
- Ø NO smoking, intoxicating beverages, vapes, ecigs or illegal substances will be tolerated. ANY items that could be considered as drug paraphernalia will be confiscated and students will return home.
- Ø Curfew will be at 12:00am (midnight) each night with a room check. After midnight no person will be allowed to leave his or her room **under any circumstances**.
- Ø After midnight, no student should open their door except for a hotel evacuation or at a chaperone's request.
- Ø Occupants of a room will be held responsible for any damages done in that room. Occupants of a room are also responsible for incidental charges. Parents will be held ultimately responsible for any charges.
- Ø **Under no circumstances** will boys be allowed in any girls' rooms at any time. The same rule applies for girls regarding the boys' rooms.
- Ø The Nautica Queen dress code is business casual. Khakis and polo/golf shirts, sundresses, etc.
- Ø All students **must** be present and on time for all departures and meetings. Students will remain with the chaperones until dismissed. ALL activities are **MANDATORY**.
- Ø Chaperones reserve the right to inspect rooms at any time, if they deem it necessary.
- Ø All students will submit to an "alcosensor" test if there is suspicion of alcohol consumption. Refusal to submit to the test will be grounds for the student to come home.

Note: While on the trip, final decisions on all matters will rest with Mrs. Hollebrandt and Dr. LLOYD

VI. Tentative Schedule while in Cleveland

Please see reverse.

Cleveland, Ohio Senior Trip Itinerary 2024*

Monday 5/27	Tuesday 5/28	Wednesday 5/29	Thursday 5/30
<p>4:00pm-6:00pm Mandatory Luggage Check in the High School Cafeteria</p>	<p>6:30am Arrive at school to check in.</p> <p>7:00am sharp Depart Marion High School</p> <p>10:30am Rest stop/bathroom break</p> <p>12:00pm Arrive at the Cleveland Metroparks Zoo</p> <p>Lunch on your own while at the Zoo</p> <p>3:00pm Depart from the Zoo</p> <p>3:15pm Arrive at the Drury Plaza Hotel</p> <p>5:15pm Depart from the hotel for the Nautica Queen Dinner Cruise</p> <p>7:00pm Set sail on the Nautica Queen</p> <p>9:30pm-10:00pm Arrive back at the Drury Plaza Hotel</p> <p>12:00am Room Check</p>	<p>7:00am-9:00am Breakfast at the hotel</p> <p>9:30am Depart for Cedar Point Amusement Park</p> <p>10:30am Arrive at Cedar Point Amusement Park</p> <p>An all day beverage voucher and lunch has been purchased for you.</p> <p>There will be 2 check in times TBD.</p> <p>6:00pm-7:00pm Depart from Cedar Point Amusement Park back to the hotel</p> <p>7:00pm-8:00pm Arrive at the Drury Plaza Hotel</p> <p>Free time to swim at the hotel, go out for a snack, relax at the hotel and pack.</p> <p>10pm-10:15pm Check in with chaperones in the lobby</p> <p>12:00am Room Check</p>	<p>7:00am-9:00am Breakfast at the hotel</p> <p>9:15am Check out and meet in the lobby</p> <p>9:30am Depart for the Rock n Roll Hall of Fame</p> <p>12:30pm Leave Rock n Roll Hall of Fame to head home</p> <p>Stop for a lunch break shortly after leaving Cleveland.</p> <p>6:00pm-7:00pm Arrival at Marion High School</p> <p>7:45am-2:20pm</p> <p>FRIDAY 5/31</p> <p>ALL STUDENTS MUST ARRIVE AT SCHOOL ON TIME AND MUST ATTEND ALL OF THEIR REGULARLY SCHEDULED CLASSES</p>

**This is a tentative itinerary. Some times may be subject to change.

<Denotes an optional activity. ALL other activities are MANDATORY.

To: Board of Education

From: Warren Bushart, FSD

September 21, 2023

Re: Surplus

The following equipment has been replaced and needs to be declared as surplus. Both pieces will be sold on Auctions International.

1. Alto-Sham Combi Therm Oven. (Steamer, Broiler, Convection oven in one unit) It is In good working condition. It was installed in April of 2010. The technology of this type of equipment has advanced and their normal life is about 10-15 years so replacing it before it gives us problems seemed prudent.
2. Beverage Air 8 crate Milk Cooler. It is approximately 25 years old and has lasted well beyond it's expected life cycle. It does still operate but we have had to have it repaired numerous times in the last few years. It has been replaced with a new energy efficient model.



MARION CENTRAL SCHOOL DISTRICT

MARION ELEMENTARY SCHOOL

3863 N. Main Street | Marion, NY 14505
Phone 315-926-4256 | Fax 315-926-3115

Dr. Ellen Lloyd
Superintendent

Mrs. Casey Steiner
Elementary Principal

09.22.23

Dear Dr. Lloyd;

I would like to formally recommend Maxine Murray for an aide position at Marion Elementary. Maxine has experience in our district as a substitute and as a 1:1 student specific aide. We are excited to have her rejoining the district.

Sincerely,
Mrs. Casey M. Steiner
Elementary Principal