TO: Gary L. Price, Superintendent  
      Randall Farley, Administrative Assistant of C & I

FROM: Gina L. DeLorenzo, Coordinator of Curriculum & Instruction

RE: Elective Offerings Requiring Board of Education Approval

DATE: April 6, 2018

Per WV State Board Policy 2510, Assuring the Quality of Education: Regulations for Education Programs, “Elective offerings not based on West Virginia Board of Education content standards and objectives must have written content standards and objectives approved by the county board of education.” The following elective high school course is being offered with the attached standards submitted for approval:

*BSC 104-Introduction to Biology

In order for credit to be awarded for this elective, county board of education approval is required.
Course Description:

The overall objective of this course is to introduce the principles and processes of Biology through an emphasis on the natural world and on current topics in the field of Biology. Laboratories will present simple experiments to further strengthen those concepts learned in lecture. Topics include fundamentals of Biology with emphasis on the unity of life, energetics, genetics, and the world of living things. It is a 4 credit course and is intended for non-science majors.

Grade: 11/12

Introduction to Biology

Topic: Chemistry of Life

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Students will</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.11/12.LS.BSC104.1</td>
<td>Analyze the properties of water and its importance in biological systems:</td>
</tr>
<tr>
<td></td>
<td>• polarity</td>
</tr>
<tr>
<td></td>
<td>• solubility</td>
</tr>
<tr>
<td></td>
<td>• specific heat</td>
</tr>
<tr>
<td></td>
<td>• pH</td>
</tr>
<tr>
<td></td>
<td>* buffers</td>
</tr>
<tr>
<td>S.11/12.LS.BSC104.2</td>
<td>Analyze the role of macromolecules and their importance in biological systems:</td>
</tr>
<tr>
<td></td>
<td>* carbohydrates</td>
</tr>
<tr>
<td></td>
<td>* lipids</td>
</tr>
<tr>
<td></td>
<td>* proteins</td>
</tr>
<tr>
<td></td>
<td>* nucleic acids</td>
</tr>
<tr>
<td>S.11/12.LS.BSC104.3</td>
<td>Describe the transfer of energy during condensation and hydrolysis reactions of organic molecules (e.g., ATP, enzyme substrate and active site).</td>
</tr>
</tbody>
</table>

Topic: Organization of Life

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Students will</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.11/12.LS.BSC104.4</td>
<td>Compare and contrast cell types:</td>
</tr>
<tr>
<td></td>
<td>• prokaryotic/eukaryotic</td>
</tr>
<tr>
<td></td>
<td>• plant/animal</td>
</tr>
<tr>
<td></td>
<td>• archaea/bacteria</td>
</tr>
<tr>
<td></td>
<td>• various body cells.</td>
</tr>
<tr>
<td>S.11/12.LS.BSC104.5</td>
<td>Relate the structure of cellular organelles to their functions and interactions in eukaryotic cells.</td>
</tr>
</tbody>
</table>
## Topic: Energy of Life

<table>
<thead>
<tr>
<th>Objective</th>
<th>Students will</th>
</tr>
</thead>
</table>
| S.11/12.LS.BSC104.6 | Examine the flow of energy through specific molecules in:  
• light dependent and light independent photosynthesis reactions  
• glycolysis  
• Kreb’s cycle  
• EPS  
• fermentation. |
| S.11/12.LS.BSC104.7 | Quantitatively analyze the flow of energy through cellular processes:  
• photosynthesis  
• cellular respiration  
• fermentation. |

## Topic: Cellular Division and Reproduction

<table>
<thead>
<tr>
<th>Objective</th>
<th>Students will</th>
</tr>
</thead>
</table>
| S.11/12.L.S.BSC104.8 | Examine the processes of binary fission, mitosis, meiosis and relate them to:  
• the number of chromosomes  
• production of daughter cells, somatic cells, and gametes  
• variations or lack of variations within a species. |

## Topic: Inheritance and Genetics

<table>
<thead>
<tr>
<th>Objective</th>
<th>Students will</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.11/12.L.S.BSC104.9</td>
<td>Demonstrate the role of DNA in determining phenotype and illustrate ways of controlling and regulating expression and function of genes.</td>
</tr>
<tr>
<td>S.11/12.L.S.BSC104.10</td>
<td>Distinguish between chromosomal and gene mutations and their potential effects.</td>
</tr>
<tr>
<td>S.11/12.L.S.BSC104.11</td>
<td>Analyze a karyotype to determine chromosomal abnormalities</td>
</tr>
</tbody>
</table>
| S.11/12.L.S.BSC104.12 | Predict phenotypic ratios of crosses:  
• pleiotropy  
• epistasis  
• multiple alleles  
• polygenic inheritance. |
| S.11/12.L.S.BSC104.13 | use Punnett squares to predict genotypic and phenotypic ratios by applying Mendel’s Laws of Genetics:  
• in monohybrid and dihybrid crosses  
• complete dominance  
• incomplete dominance |
<table>
<thead>
<tr>
<th>Objective</th>
<th>Students will</th>
</tr>
</thead>
</table>
| S.11/12.L.S.BSC104.14 | Interpret important research leading to the current knowledge of molecular genetics:  
- Griffith  
- Avery  
- Hershey & Chase  
- Chargaff  
- Franklin & Wilkins  
Waston & Crick. |
| S.11/12.L.S.BSC104.15 | Conduct and interpret DNA investigations such as RFLP and PCR. |
| S.11/12.L.S.BSC104.16 | Explain the use of restriction enzymes, vectors, plasmids and probes in recombinant DNA. |
| S.11/12.L.S.BSC104.17 | Analyze the process of DNA replication including:  
- DNA polymerase  
- semi-conservative replication  
- base-pairing. |
| S.11/12.L.S.BSC104.18 | Apply the processes of transcription and translation to gene expression. |

**Topic: Molecular Biology and DNA Technology**

**Objective**: Students will

**S.11/12.L.S.BSC104.14**: Interpret important research leading to the current knowledge of molecular genetics:
- Griffith
- Avery
- Hershey & Chase
- Chargaff
- Franklin & Wilkins
- Waston & Crick.

**S.11/12.L.S.BSC104.15**: Conduct and interpret DNA investigations such as RFLP and PCR.

**S.11/12.L.S.BSC104.16**: Explain the use of restriction enzymes, vectors, plasmids and probes in recombinant DNA.

**S.11/12.L.S.BSC104.17**: Analyze the process of DNA replication including:
- DNA polymerase
- semi-conservative replication
- base-pairing.

**S.11/12.L.S.BSC104.18**: Apply the processes of transcription and translation to gene expression.

**Topic: Evolution**

**Objective**: Students will

**S.11/12.L.S.BSC104.19**: Evaluate the evidence for natural selection including:
- speciation
- fossil record evidence
- molecular similarities
- homologous structures.

**S.11/12.L.S.BSC104.20**: Evaluate the influence of the historical social context on the development of evolutionary theory.

**Topic: Taxonomy and Classification**

**Objective**: Students will

**S.11/12.L.S.BSC104.21**: Analyze the criteria for classifications of protists:
- motility
- cellular structures
- reproduction
- energy sources.

**S.11/12.L.S.BSC104.22**: Survey the fungi kingdom:
- characteristics.
• reproduction
• relationship to humans and the ecosystem.

S.11/12.L.S.BSC104.23 Compare and contrast members of the animal kingdom in terms of their complexity:
• tissues
• nervous
• digestive systems.

S.11/12.L.S.BSC104.24 Examine types of innate and learned animal behaviors:
• competitive
• reproductive
• social
• cyclic
• communication.

S.11/12.L.S.BSC104.25 Compare and contrast members of the plant kingdom in terms of their reproductive systems.

Engineering, Technology, and Applications of Science

Engineering Design Standards

S.HS.ETS.1 Students will analyze a major global challenge to specify qualitative and quantitative criteria and constraints for solutions that account for societal needs and wants.

S.HS.ETS.2 Students will design a solution to a complex real-world problem by breaking it down into smaller, more manageable problems that can be solved through engineering.

S.HS.ETS.3 Students will evaluate a solution to a complex real-world problem based on prioritized criteria and trade-offs that account for a range of constraints, including cost, safety, reliability, and aesthetics, as well as possible social, cultural, and environmental impacts.

S.HS.ETS.4 Students will use a computer simulation to model the impact of proposed solutions to a complex real-world problem with numerous criteria and constraints on interactions within and between systems relevant to the problem.

Science Literacy Standards

S.11-12.L.1 Students will cite specific textual evidence to support analysis of science and technical texts, attending to important distinctions the author makes and to any gaps or inconsistencies in the account.

S.11-12.L.2 Students will determine the central ideas or conclusions of a text; summarize complex concepts, processes, or information presented in a text by paraphrasing them in simpler but still accurate terms.
Students will follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the specific results based on explanations in the text.

**Science Reading- Craft and Structure**

**S.11-12.L.4**

Students will determine the meaning of symbols, key terms, and other domain-specific words and phrases as they are used in a specific scientific or technical context relevant to grades 11–12 texts and topics.

**S.11-12.L.5**

Students will analyze how the text structures information or ideas into categories or hierarchies, demonstrating understanding of the information or ideas.

**S.11-12.L.6**

Students will analyze the author’s purpose in providing an explanation, describing a procedure, or discussing an experiment in a text, identifying important issues that remain unresolved.

**Reading- Integration of Knowledge and Ideas**

**S.11-12.L.7**

Students will integrate and evaluate multiple sources of information presented in diverse formats and media (e.g., quantitative data, video, multimedia) in order to address a question or solve a problem.

**S.11-12.L.8**

Students will evaluate the hypotheses, data, analysis, and conclusions in a science or technical text, verifying the data when possible and corroborating or challenging conclusions with other sources of information.

**S.11-12.L.9**

Students will synthesize information from a range of sources (e.g., texts, experiments, simulations) into a coherent understanding of a process, phenomenon, or concept, resolving conflicting information when possible.

**Reading- Range of Reading and Level of Text Complexity**

**S.11-12.L.10**

By the end of grade 12 students will, read and comprehend science/technical texts in the grades 11–CCR text complexity band independently and proficiently.

**Writing- Text Types and Purposes**

**S.11-12.L.11**

Write arguments focused on discipline-specific content:
Introduce precise, knowledgeable claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences the claim(s), counterclaims, reasons and evidence.
Develop claim(s) and counterclaims fairly and thoroughly, supplying the most relevant data and evidence for each while pointing out the strengths and limitations of both claim(s) and counterclaims in a discipline-appropriate form that anticipates the audience’s knowledge level, concerns, values and possible biases.
Use words, phrases and clauses, as well as varied syntax to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims.
Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.
Provide a concluding statement or section that follows from or supports the argument presented.
Write informative/explanatory texts, including the narration of historical events, scientific procedures/experiments, or technical processes:

Introduce a topic and organize complex ideas, concepts and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures and tables), and multimedia when useful to aid comprehension.

Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic.

Use varied transitions and sentence structures to link the major sections of the text, create cohesion and clarify the relationships among complex ideas and concepts.

Use precise language, domain-specific vocabulary and techniques such as metaphor, simile and analogy to manage the complexity of the topic; convey a knowledgeable stance in a style that responds to the discipline and context as well as to the expertise of likely readers.

Provide a concluding statement or section that follows from and supports the information or explanation provided (e.g., articulating implications or the significance of the topic).

**Writing- Production and Distribution of Writing**

S.11-12.L.13
Students will produce clear and coherent writing in which the development, organization and style are appropriate to task, purpose and audience.

S.11-12.L.14
Students will develop and strengthen writing as needed by planning, revising, editing, rewriting or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience.

S.11-12.L.15
Students will use technology, including the Internet, to produce, publish and update individual or shared writing products in response to ongoing feedback, including new arguments or information.

**Writing- Research to Build and Present Knowledge**

S.11-12.L.16
Students will conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.

S.11-12.L.17
Students will gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the specific task, purpose and audience; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source and following a standard format for citation.

S.11-12.L.18
Students will draw evidence from informational texts to support analysis, reflection and research.

**Writing- Range of Writing**

S.11-12.L.19
Students will write routinely over extended time frames (time for reflection and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes and audiences.
TO: Gary L. Price, Superintendent
    Randall Farley, Administrative Assistant of C & I

FROM: Gina L. DeLorenzo, Coordinator of Curriculum & Instruction

RE: Elective Offerings Requiring Board of Education Approval

DATE: April 6, 2018

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*BSC 105-Human Biology

In order for credit to be awarded for this elective, county board of education approval is required.
Dual Credit Biology-North Marion High School
Title of Course: BSC 105- Human Biology

MARION COUNTY BOARD OF EDUCATION
West Virginia College- and Career-Readiness Standards for BSC 105- Human Biology

Course Description:

This course is an introductory Biology course for the non-major. Basic Biological principles will be examined using the human as a model. Class format will include lecture and classroom discussion, along with laboratory sessions. This class teaches the fundamentals of Biology with an emphasis on human health and disease.

Human Biology

Grade: 11/12
Standard: Life Science

<table>
<thead>
<tr>
<th>Objective</th>
<th>Students will</th>
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<tbody>
<tr>
<td>S.11/12.BSC105.1</td>
<td>Investigate and correlate the properties of chemical and biological molecules to their function in biochemical pathways.</td>
</tr>
</tbody>
</table>

| Topic: Chemistry of Life

<table>
<thead>
<tr>
<th>Objective</th>
<th>Students will</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.11/12.BSC105.2</td>
<td>Relate the structure of cellular organelles to their functions and interactions in eukaryotic cells.</td>
</tr>
<tr>
<td>S.11/12.BSC105.3</td>
<td>Compare and contrast cell types:</td>
</tr>
<tr>
<td></td>
<td>• prokaryotic/eukaryotic</td>
</tr>
<tr>
<td></td>
<td>• plant/animal</td>
</tr>
<tr>
<td></td>
<td>• archaea/bacteria</td>
</tr>
<tr>
<td></td>
<td>• various body cells.</td>
</tr>
<tr>
<td>S.11/12.BSC105.4</td>
<td>Analyze the chemistry and fluid mosaic model of the cell membrane as they relate to import and export of molecules necessary for life including:</td>
</tr>
<tr>
<td></td>
<td>• osmosis</td>
</tr>
<tr>
<td></td>
<td>• diffusion</td>
</tr>
<tr>
<td></td>
<td>• active transport</td>
</tr>
<tr>
<td></td>
<td>• passive transport</td>
</tr>
<tr>
<td></td>
<td>*dialysis</td>
</tr>
</tbody>
</table>
### Topic: Digestion and Nutrition

<table>
<thead>
<tr>
<th>Objective</th>
<th>Students will</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.11/12.BSC105.5</td>
<td>Analyze the role of components and processes of the digestive system in supplying essential nutrients.</td>
</tr>
<tr>
<td>S.11/12.BSC105.6</td>
<td>Analyze the role of macromolecules in supplying the body with essential nutrients, including: <em>carbohydrates</em> <em>lipids</em> <em>proteins</em> <em>nucleic acids</em></td>
</tr>
</tbody>
</table>

### Topic: Blood

<table>
<thead>
<tr>
<th>Objective</th>
<th>Students will</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.11/12.BSC105.7</td>
<td>Compare the compatibility of blood types and assess the molecular basis for blood functions.</td>
</tr>
</tbody>
</table>

### Topic: Circulatory System

<table>
<thead>
<tr>
<th>Objective</th>
<th>Students will</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.11/12.BSC105.8</td>
<td>Illustrate the structures of the circulatory and lymphatic systems and the function of blood to the role of: • transportation • cellular support • defense.</td>
</tr>
<tr>
<td>S.11/12.BSC105.9</td>
<td>Identify and describe the key components of the circulatory system, including: <em>heart</em> <em>blood vessels</em> <em>blood</em> <em>lymph</em> <em>lymphatic vessels</em> <em>glands</em></td>
</tr>
<tr>
<td>S.11/12.BSC105.10</td>
<td>Identify and describe the key components of the heart including: -Atria -Ventricles -Valves -Direction of blood flow</td>
</tr>
</tbody>
</table>

### Topic: Respiratory System

<table>
<thead>
<tr>
<th>Objective</th>
<th>Students will</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.11/12.BSC105.11</td>
<td>Explain how structures of the respiratory system are essential to cellular respiration, gas exchange and communication.</td>
</tr>
<tr>
<td>Topic: Excretory System</td>
<td></td>
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<tr>
<td>------------------------</td>
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</tr>
<tr>
<td>Objective</td>
<td>Students will</td>
</tr>
<tr>
<td>S.11/12.BSC105.12</td>
<td>Explain how the structures of the excretory system are essential to homeostasis.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Topic: Skeletal System</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective</td>
<td>Students will</td>
</tr>
<tr>
<td>S.11/12.BSC105.13</td>
<td>Relate how bone tissue is important to the development of the human skeleton.</td>
</tr>
</tbody>
</table>
| S.11/12.BSC105.14      | Correlate the structure and function of the elements of the skeletal system:  
  - bone  
  - articulations  
  - insertions. |

<table>
<thead>
<tr>
<th>Topic: Muscular System</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective</td>
<td>Students will</td>
</tr>
<tr>
<td>S.11/12.BSC105.15</td>
<td>Model the mechanisms of muscular contraction on the cellular and molecular levels.</td>
</tr>
</tbody>
</table>
| S.11/12.BSC105.16      | Model the muscular system including:  
  - locations  
  - origins  
  - insertions  
  - muscle groups  
  - types of muscles. |

<table>
<thead>
<tr>
<th>Topic: Nervous System</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective</td>
<td>Students will</td>
</tr>
<tr>
<td>S.11/12.BSC105.17</td>
<td>Classify the various types of neurons emphasizing the relationship of structure and function.</td>
</tr>
<tr>
<td>S.11/12.BSC105.18</td>
<td>Model the mechanism of a nerve impulse at the cellular and molecular levels</td>
</tr>
<tr>
<td>S.11/12.BSC105.19</td>
<td>Compare and contrast the parts and functions of the central and peripheral nervous system including the autonomic portions.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Topic: Endocrine System</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Objective</td>
<td>Students will</td>
</tr>
<tr>
<td>S.11/12.BSC105.20</td>
<td>Incorporate the role of endocrine glands and their hormones into the overall functions and dysfunctions of the body.</td>
</tr>
<tr>
<td>S.11/12.BSC105.21</td>
<td>Apply the action of specific enzymes to their roles in bodily functions.</td>
</tr>
</tbody>
</table>
### Topic: Reproduction

<table>
<thead>
<tr>
<th>Objective</th>
<th>Students will</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.11/12.BSC105.22</td>
<td>Compare and contrast the structure and function of male and female reproductive systems.</td>
</tr>
<tr>
<td>S.11/12.BSC105.23</td>
<td>Outline the events of reproduction for the formation of gametes through fertilizations and embryological development.</td>
</tr>
</tbody>
</table>

### Topic: Human Genetics

<table>
<thead>
<tr>
<th>Objective</th>
<th>Students will</th>
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</thead>
<tbody>
<tr>
<td>S.11/12.BSC105.24</td>
<td>Analyze a karyotype to determine chromosomal abnormalities</td>
</tr>
<tr>
<td>S.11/12.BSC105.25</td>
<td>Distinguish between chromosomal and gene mutations and their potential effects.</td>
</tr>
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</table>

### Topic: Lymphatic and Immunity

<table>
<thead>
<tr>
<th>Objective</th>
<th>Students will</th>
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<tbody>
<tr>
<td>S.11/12.BSC105.26</td>
<td>Assess the role of components of the immune system in defending the body.</td>
</tr>
</tbody>
</table>

### Engineering, Technology, and Applications of Science

#### Engineering Design Standards

<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.HS.ETS.1</td>
<td>Students will analyze a major global challenge to specify qualitative and quantitative criteria and constraints for solutions that account for societal needs and wants.</td>
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<tr>
<td>S.HS.ETS.2</td>
<td>Students will design a solution to a complex real-world problem by breaking it down into smaller, more manageable problems that can be solved through engineering.</td>
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<tr>
<td>S.HS.ETS.3</td>
<td>Students will evaluate a solution to a complex real-world problem based on prioritized criteria and trade-offs that account for a range of constraints, including cost, safety, reliability, and aesthetics, as well as possible social, cultural, and environmental impacts.</td>
</tr>
<tr>
<td>S.HS.ETS.4</td>
<td>Students will use a computer simulation to model the impact of proposed solutions to a complex real-world problem with numerous criteria and constraints on interactions within and between systems relevant to the problem.</td>
</tr>
</tbody>
</table>

### Science Literacy Standards

<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.11-12.L.1</td>
<td>Students will cite specific textual evidence to support analysis of science and technical texts, attending to important distinctions the author makes and to any gaps or inconsistencies in the account.</td>
</tr>
</tbody>
</table>
Students will determine the central ideas or conclusions of a text; summarize complex concepts, processes, or information presented in a text by paraphrasing them in simpler but still accurate terms.

S.11-12.L.3
Students will follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the specific results based on explanations in the text.

Science Reading- Craft and Structure

S.11-12.L.4
Students will determine the meaning of symbols, key terms, and other domain-specific words and phrases as they are used in a specific scientific or technical context relevant to grades 11–12 texts and topics.

S.11-12.L.5
Students will analyze how the text structures information or ideas into categories or hierarchies, demonstrating understanding of the information or ideas.

S.11-12.L.6
Students will analyze the author's purpose in providing an explanation, describing a procedure, or discussing an experiment in a text, identifying important issues that remain unresolved.

Reading- Integration of Knowledge and Ideas

S.11-12.L.7
Students will integrate and evaluate multiple sources of information presented in diverse formats and media (e.g., quantitative data, video, multimedia) in order to address a question or solve a problem.

S.11-12.L.8
Students will evaluate the hypotheses, data, analysis, and conclusions in a science or technical text, verifying the data when possible and corroborating or challenging conclusions with other sources of information.

S.11-12.L.9
Students will synthesize information from a range of sources (e.g., texts, experiments, simulations) into a coherent understanding of a process, phenomenon, or concept, resolving conflicting information when possible.

Reading- Range of Reading and Level of Text Complexity

S.11-12.L.10
By the end of grade 12 students will, read and comprehend science/technical texts in the grades 11–CCR text complexity band independently and proficiently.

Writing- Text Types and Purposes

S.11-12.L.11
Write arguments focused on discipline-specific content:
Introduce precise, knowledgeable claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences the claim(s), counterclaims, reasons and evidence.
Develop claim(s) and counterclaims fairly and thoroughly, supplying the most relevant data and evidence for each while pointing out the strengths and limitations of both claim(s) and counterclaims in a discipline-appropriate form that anticipates the audience’s knowledge level, concerns, values and possible biases.
Use words, phrases and clauses, as well as varied syntax to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims.
Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.

Provide a concluding statement or section that follows from or supports the argument presented.

S.11-12.L.12
Write informative/explanatory texts, including the narration of historical events, scientific procedures/experiments, or technical processes:

Introduce a topic and organize complex ideas, concepts and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures and tables), and multimedia when useful to aid comprehension.

Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic.

Use varied transitions and sentence structures to link the major sections of the text, create cohesion and clarify the relationships among complex ideas and concepts.

Use precise language, domain-specific vocabulary and techniques such as metaphor, simile and analogy to manage the complexity of the topic; convey a knowledgeable stance in a style that responds to the discipline and context as well as to the expertise of likely readers.

Provide a concluding statement or section that follows from and supports the information or explanation provided (e.g., articulating implications or the significance of the topic).

Writing- Production and Distribution of Writing
S.11-12.L.13
Students will produce clear and coherent writing in which the development, organization and style are appropriate to task, purpose and audience.

S.11-12.L.14
Students will develop and strengthen writing as needed by planning, revising, editing, rewriting or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience.

S.11-12.L.15
Students will use technology, including the Internet, to produce, publish and update individual or shared writing products in response to ongoing feedback, including new arguments or information.

Writing- Research to Build and Present Knowledge
S.11-12.L.16
Students will conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.

S.11-12.L.17
Students will gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the specific task, purpose and audience; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source and following a standard format for citation.

S.11-12.L.18
Students will draw evidence from informational texts to support analysis, reflection and research.

Writing- Range of Writing
S.11-12.L.19
MEMORANDUM

To: Mr. Gary Price  
Superintendent  
From: Randy Farley  
Subject: Board Agenda  
Date: 5/1/2018

Please request approval for the following Summer Programs:

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<tr>
<th>Purpose</th>
<th>Location</th>
<th>Dates</th>
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<td>Title I Energy Express (1-6)</td>
<td>East Fairmont Middle</td>
<td>June 11—Aug. 3, 2018 46-2298 (5 days a week)</td>
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<td>Title I KinderKamp (K)</td>
<td>Blacksheire Elementary East Park Elementary Fairview Elementary Jayenne Elementary Monongah Elementary Rivesville Elementary Watson Elementary</td>
<td>July 23 – Aug. 3, 2018 46-2299 (all sites 5 days a week)</td>
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<td>Title I Writing Camp</td>
<td>Monongah Elementary</td>
<td>July 23 – Aug. 3, 2018 46-2300 (5 days a week)</td>
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<td>East Park Elementary</td>
<td>July 2 – Aug. 9, 2018 46-2301 (5 days a week)</td>
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<td>Credit Recovery (9-12)</td>
<td>East Fairmont High Barnes Learning Center</td>
<td>July 9 – Aug. 2, 2018 46-2302 (all sites Mon.-Thurs. only)</td>
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<td>Special Services Extended Year</td>
<td>North Marion High East Fairmont Middle Blackshere Elementary East Fairmont High School</td>
<td>July 9 - 16, 2018 46-2303 (all sites Mon.-Thurs. only)</td>
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<td>Jayenne Elementary</td>
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MEMORANDUM

To: Mr. Gary Price
   Superintendent

From: Randy Farley
      Gina DeLorenzo

Subject: Board Agenda

Date: May 1, 2018

Requesting approval to purchase books from Scholastic, Inc. for the summer reading program at all Elementary Schools.

Fund – Literacy Grant
Amount - $7,029.00
### Sold To:

**MARION COUNTY SCHOOL DISTRICT**  
Gina DeLorenzo  
1516 MARY LOU RETTON DR  
FAIRMONT, WV 26554-2204

- **Phone**: 304-367-2100  
- **Email**: gdeloren@k12.wv.us

### Ship To:

- **13 Individual Sites**
  - **Phone**
  - **Email**

Prices valid through 8/31/2018  
Account #: 26554704  
Membership #: LP12677

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**Ship to Barrackville Elementary**

- **7DS 947170**  
  - Triple Your Pleasure Reading Grades K-1 (#Books 150)  
    - **Unit List**: $712.50  
    - **Disc %**: 67%  
    - **Unit Price**: $232.00  
    - **Ext. Price**: $232.00

- **7DS 947165**  
  - Double Your Pleasure Reading Grade 2 (#Books 100)  
    - **Unit List**: $475.00  
    - **Disc %**: 62%  
    - **Unit Price**: $179.00  
    - **Ext. Price**: $179.00

- **7DS 947166**  
  - Double Your Pleasure Reading Grade 3 (#Books 100)  
    - **Unit List**: $475.00  
    - **Disc %**: 62%  
    - **Unit Price**: $179.00  
    - **Ext. Price**: $179.00

- **7DS 947167**  
  - Double Your Pleasure Reading Grade 4 (#Books 100)  
    - **Unit List**: $475.00  
    - **Disc %**: 62%  
    - **Unit Price**: $179.00  
    - **Ext. Price**: $179.00

**Ship to Blacksheare Elementary**

- **7DS 563561**  
  - Pleasure Reading Grades K-1 (#Books 50)  
    - **Unit List**: $237.50  
    - **Disc %**: 60%  
    - **Unit Price**: $95.00  
    - **Ext. Price**: $95.00

**Ship to East Dale Elementary**

- **7DS 947170**  
  - Triple Your Pleasure Reading Grades K-1 (#Books 150)  
    - **Unit List**: $712.50  
    - **Disc %**: 67%  
    - **Unit Price**: $232.00  
    - **Ext. Price**: $232.00

- **7DS 947165**  
  - Double Your Pleasure Reading Grade 2 (#Books 100)  
    - **Unit List**: $475.00  
    - **Disc %**: 62%  
    - **Unit Price**: $179.00  
    - **Ext. Price**: $179.00

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SubTotal: $7,029.00
Tax: $0.00
Shipping: $0.00
Total: $7,029.00

Prices subject to change - prices based upon total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved. Customers must notify Scholastic in writing no less than five (5) business days in advance of any cancellation or rescheduling of training, in-classroom support, or other onsite services. If such notice is not received by Scholastic, customers will be charged (or forfeit prepayment) for cancelled or missed days. Unless otherwise noted, all services must be delivered within 24 months of purchase. We specifically disclaim any and all warranties, express or implied, excluding but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. State law requires sales tax be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, actual tax will be charged at the time of shipping. Scholastic terms are fob shipping point unless otherwise noted on the purchase order.
MEMORANDUM

To: Mr. Gary Price  
Superintendent
From: Randy Farley  
Subject: Board Agenda  
Date: 4/27/2018

Please request approval to enter into an MOU with Marshall University and The Clark Opportunity Foundation to offer a dual credit course (BSC – Introduction to Biology) at North Marion High School.

Fund – Clark Opportunity Foundation  
Amount – Depends on the number of students enrolled ($25.00 per credit hour)
MEMORANDUM OF AGREEMENT BETWEEN
MARSHALL UNIVERSITY,
MARION COUNTY SCHOOLS, AND
THE CLARK OPPORTUNITY FOUNDATION
TO OFFER DUAL CREDIT COURSES

This Memorandum of Agreement dated this day of , 2018 ("Effective Date"), by and between Marshall University (Marshall), a West Virginia Institution of Higher Education, Marion County Board of Education on behalf of Marion County Schools (Marion County), a West Virginia system of public education, and the Clark Opportunity Foundation (Clark), benefactor (collectively "parties") wherein the parties agree to collaborate to offer qualified high school students the opportunity to participate in a dual credit program that allows students to complete high school graduation requirements while earning credit for college courses. This agreement outlines the obligations of those participating in this agreement.

RESPONSIBILITIES OF THE PARTIES

Marion County

1. Marion County will identify current high school faculty whose credentials allow them to teach college-level courses as specified by the Higher Education Policy Commission.
   a. Qualified teachers must hold a graduate degree in the topic of a dual credit course or have a graduate degree that includes at least 18 credit hours of graduate level work related to the course topic.
   b. Marshall shall review the credentials of all Marion County faculty wishing to teach dual credit courses.
   c. Approved Marion County faculty may be expected to participate in departmental training activities.

2. Marion County faculty will adhere to the following:
   a. Use the same textbooks, reading materials, syllabi and grading procedures as established by Marshall,
   b. submit to Marshall course grades as directed by Marshall’s Registrar, and
   c. allow Marshall faculty to observe the course.

3. Marion County will identify high school students who are qualified to participate in dual credit courses,
   a. will encourage the students to participate in the program,
   b. will assist the students with the steps necessary to be admitted as a Gifted and Talented student at Marshall,
   c. will facilitate the student’s enrollment in the offered dual credit courses,
   d. will have participating students sign a release (see attached) allowing Marion County to share the students’ name and course enrollments with Clark, and
   e. will provide the students the textbook or other materials required for the dual credit course.
4. Marion County will compensate the approved Marion County Faculty. However, there is no expectation that the approved Marion County Faculty will receive different compensation contingent upon teaching a dual credit course. Further, nothing herein shall be construed as creating any obligation on the part of Marshall to provide compensation to the approved Marion County Faculty teaching these courses.

5. Marion County will provide Clark a list of the names of students enrolled in the dual credit program and the tuition expense for each. This list shall remain confidential, a condition that shall extend beyond the life of this agreement.

Marshall

1. Marshall will accept Marion County students who meet the admission requirements for the dual credit program as outlined in the current Undergraduate Catalog.

2. Marshall will designate the Marion County courses as dual credit.

3. Marshall will charge $25 for each scheduled credit hour in which the students are enrolled.

4. Clark hereby agrees to be billed for the semester’s tuition charges on behalf of Marion County. Provided that, Marion County will be responsible for payment of any unpaid or delinquent tuition charges.

5. Marshall will post all final grades for the college component of the dual credit course in its student database.

6. Marshall will provide official and unofficial transcripts to Marion County students as specified in the current Ungraduated Catalog. The student’s transcript will be identical to transcripts generated for all students admitted to the institution.

Clark

Clark agrees to remit payment to Marshall within thirty (30) days of receipt of the invoice from Marshall for the current semester tuition expenses incurred by the dual credit enrollments. Should Clark fail to remit payment to Marshall, Marion County will remit payment to Marshall within ten (10) days of receipt of a revised invoice.

General Provisions

1. The Parties may modify or amend this MOA only by mutual agreement, in writing. A party wishing to make a proposal for modification or amendments of the terms of this MOU shall do so in writing to the other Party no less than fifteen (15) days prior to the effective date proposed for such modification or amendment. No modifications or amendments shall take effect unless duly agreed and signed by duly authorized agents of the Parties.

2. In the event either Party hereto being rendered unable, wholly or in part, by force majeure to carry out its respective obligations under this MOA, then on such Party giving written notice and full particulars of such force majeure in writing to the other Party as soon as possible but no later than seven (7) days after the occurrence of the cause being relied on, then the obligations of the Party giving such notice so far as they are affected by such force majeure shall be suspended for the period during which the Party is rendered unable as
aforesaid but for no longer period and such cause shall, as far as possible, be remedied or obviated with all reasonable dispatch.

The term “force majeure” as employed herein shall mean riots, strikes, lockouts, revolutions, wars, act of public enemy, insurrections, fires, unprecedented floods, storms, or other Acts of God or similar catastrophes, or any other cause beyond the reasonable control of either Party. If the force majeure extends for more than one (1) month, then the Parties shall have the option to terminate this MOA after discussions and agreement.

Collaborative Review of Program and Academic Programming

1. Marshall, Marion County, and Clark agree to monitor and support the provisions of this MOA to ensure the quality of academic programming for the benefit of the students of both institutions.

2. Marshall, Marion County, and Clark agree to renegotiate this MOA as necessary. This process will be the responsibility of Marshall’s Associate Vice President of Outreach, Marion County’s Superintendent of Schools, and Clark.

3. Marshall, Marion County, or Clark may terminate this MOA with thirty (30) days written notice to the other parties. Provided that, students currently enrolled in a dual credit course will be allowed to complete the dual credit course under the terms established in this MOA.

4. Marion County acknowledges and agrees that the students’ education records and any personally identifiable information from such education records (collectively “Student Information”) created by Marion County and/or provided by the Marshall to Marion County is subject to the confidentiality provisions of the federal Family Educational Rights and Privacy Act, 20 USC § 1232g, (“FERPA”) and its implementing regulations (34 C.F.R. Part 99). Accordingly, Marion County agrees not to disclose or re-disclose any Student Information to any other party without the prior written consent of Marshall and the student(s) to whom the Student Information pertains unless the disclosure or re-disclosure falls under a FERPA exception allowing disclosure without the student(s)’ consent. Marion County also agrees to only use Student Information for the purpose(s) for which the Student Information was disclosed. For the purposes of this Agreement, pursuant to FERPA, Marshall hereby designates Marion County as a Marshall official with a legitimate educational interest in the educational records of the Student(s) who participate in the Program to the extent that access to the records is required by Marion County to carry out the Program.

If Marion County receives a court order, subpoena, or similar request for Student Information, Marion County shall, to the extent permitted by law, notify Marshall within two (2) business days of its receipt thereof, and reasonably cooperate with Marshall in meeting Marshall’s and/or Marion County’s FERPA obligations in complying with or responding to such request, subpoena, and/or court order.

5. This MOA shall be governed by the laws of the State of West Virginia.

6. This MOA shall be effective as of the date indicated above.
Witness the following signatures:

Marshall University

By:
Its:

Marion County Board of Education

By:
Its:

Clark Opportunity Foundation

By: Howard Clark
Its: Managing Director
PERMISSION TO SHARE INFORMATION REGARDING MY ENROLLMENT IN DUAL CREDIT COURSES

To whom it may concern:

I ___________________________(print name) grant Marion County schools permission to send to the Clark Opportunity Foundation my name and information about my enrollment in dual credit courses offered by Marshall University. Doing so will allow the Clark Opportunity Foundation to pay the tuition and fees for my enrollment in these courses.

Signed on this date,

_________________________________  ___________________________  ___________________________
Signature                           Date
To Whom It May Concern,

Your open-end contract with WVU, U16MCBOE, for providing Provision of on-site coordination of its pre-service teacher candidates enrolled in: a. The Benedum Collaborative, Five-Year Teacher Education program; b. The West Virginia University Four-Year Teacher Education program; or c. The West Virginia University Special Education program, expires on July 31, 2018. In accordance with the terms and conditions of this agreement, this contract if mutually agreed between both parties, may renew for another one (1) year term.

At this time, WVU wishes to pursue the option for renewal for the period August 1, 2018 through June 31, 2019. If you agree to renew at the same terms and conditions and prices as previously authorized, you may sign the acknowledgment below and return this letter to me with a copy of your Certificate of General Liability Insurance Coverage and a completed Purchasing Affidavit. Should you require any changes, you must clearly indicate those to me in writing under separate cover for consideration.

If you have any questions, you may call me at 304-293-8472 or email sara.harvey@mail.wvu.edu.

Sincerely,

Sara Harvey
Category Analyst

I agree with the foregoing request for renewal of contract.

FIRM: Marion County Board of Education (Please complete all information)

BY: ____________________________ (Printed Name) ____________________________ (Address)

(Signature) ____________________________

(City) ____________________________ (State) ____________________________ (Zip)

(DATE: ____________________________)

(Phone) ____________________________ (Fax) ____________________________

E-mail address)

Phone: 304-293-5711
Fax: 304-293-8152

One Waterfront Place, 3rd Floor
PO Box 6024
Morgantown WV 26506-6024

([Image 0x0 to 611x782])
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers’ compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers’ compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

“Employer default” means having an outstanding balance or liability to the old fund or to the uninsured employers’ fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers’ compensation coverage, or failure to fully meet its obligations as a workers’ compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

“Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor’s authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor’s Name:  
Authorized Signature:  
State of  
County of  
to-wit:  
Taken, subscribed, and sworn to before me this ___ day of ____________, 20__.  
My Commission expires ____________, 20__.  

AFFIX SEAL HERE  
 NOTARY PUBLIC  

Purchasing Affidavit (Revised 01/19/2018)
## CITY OF MANNINGTON
SEWER PLANT UPGRADE NORTH MARION HIGH SCHOOL SEWER PROJECT
REQUISITION #11

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<td>Final Design</td>
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Submitted By: Sheena Hunt, Project Administrator

RESOLUTION

WHEREAS, the City of Mannington/Sanitary Board has reviewed the attached invoices in relation to its sewer system upgrade project and finds as follows:

1. That none of the items for which payment is proposed under this requisition has formed the basis for any disbursement heretofore made.
2. That each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a cost of the Project.
3. That each of such costs has been otherwise properly incurred; and
4. That payment for each of the items proposed is then due and owing.

NOW, THEREFORE, BE IT RESOLVED by the City of Mannington/Sanitary Board that payment of the attached invoices as summarized above is hereby authorized and directed for payment.

APPROVED by the City of Mannington/Sanitary Board on the 12th day of April 2018.

USDA Rural Development

Date

Chairman
City of Mannington
WWTP Upgrade Project & North Marion High School Extension

EXPENDITURES PROGRESS REPORT #11

### Description

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<th>Description</th>
<th>As Per Budget (w/ Prior Revisions)</th>
<th>Revisions</th>
<th>Revised Budget</th>
<th>Prior Request to this Draw</th>
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<td>g) Post Construction</td>
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<td>1) Bond Counsel</td>
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<td>1) Project Contingency</td>
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**TOTALS** $620,000.00

### Construction Contingency Summary

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<th>Description</th>
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### Other Summary

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EMCOR Services Scalise Industries is pleased to provide the following proposal to...

- Demo Existing Boiler
- Install RayPak Boiler
- Provide Startup

Thank you for the opportunity to provide your mechanical service needs. Please don’t hesitate to contact me with any questions.

Exclusion: All work to be done during normal working hours 7:00 AM to 4:00 PM. This contract excludes hazardous waste removal, any asbestos related work or any additional work not defined in the proposal.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

THIRTY FIVE THOUSAND, SEVEN HUNDRED TWENTY SEVEN DOLLARS... TOTAL: $35,727

Payment to be made as follows: Net 30 days

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or division from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents our delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our Workers are fully covered by Workman's Compensation Insurance

Authorized Signature  
Brandi Hines  
bhines@scaliseindustries.com

NOTE: This proposal may be withdrawn if not accepted within 60 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Signature ____________________________  Date of Acceptance ____________________________

WO # _______  LC _______  MC _______  EC _______  SC _______  Other _______
GENERAL TERMS AND CONDITIONS OF THE SCALISE INDUSTRIES FACILITIES AGREEMENT

1. Scope of Work. The service work to be performed by SCALISE INDUSTRIES ("SCALISE") for CUSTOMER under this Service Agreement (the "Work") will be as stated in the Scope of Work section of the Service Agreement, which Scope of Work is mutually agreed upon and accepted by CUSTOMER. Any work not specifically identified in the Scope of Work section is not included in this Service Agreement.

2. Basis of Work. The Work will be performed in accordance with the specifications, criteria, and standards listed this Service Agreement.

3. Access, Temporary Services, and Cleanup. Unless otherwise stated in the Scope of Work, the following services and utilities will be provided to CUSTOMER: (a) solids, liquids and gases required to perform SCALISE's Scope of Work; (b) timely access to areas and equipment to allow SCALISE to install, start, and stop the equipment as necessary to perform required services; (c) sufficient quantities of the specified quality and type of filters, fuels, lubricants, chemicals, water and any other solids, liquids and gases required to perform SCALISE's Scope of Work; and (d) placement and removal of a centrally located dumpster in which SCALISE will place debris generated by its Work.

4. Changes. At any time during the term of the Service Agreement, CUSTOMER may request changes in the Work within SCALISE's general scope. If such changes will involve changes in the Service Agreement Price and/or Schedule, SCALISE will submit a proposal regarding its requested changes to the Service Agreement Price and/or Schedule and CUSTOMER will issue a change order adjusting the Service Agreement Price and/or Schedule as mutually agreed. Unless CUSTOMER and SCALISE agree to the contrary, no work will be undertaken by SCALISE on any such change until the change order has been issued and signed by both parties. In the event an agreement on price is not reached, CUSTOMER may direct SCALISE to proceed with the change and such work will then be done on a time and material basis plus a percentage fee of thirty (30%) applied to all costs of labor, material, supervision, and subcontracts.

5. Payments. Payments will be made within thirty (30) days of the date invoiced. Late payments received after the date on which they are due will be subject to interest at a rate of one percent (1%) per month, or any part thereof until payment is received.

6. Warranty. SCALISE will repair or replace any construction work performed by it or its subcontractors that is found to be defective in materials or workmanship within one (1) year from the date installation, provided that SCALISE has been provided prompt, written notice of any such defects. The foregoing repair or replacement will be the limit of SCALISE's liability for defects and will provide the exclusive remedy for CUSTOMER.

7. Safety. SCALISE will conduct the Work in strict accordance with its Safety Manual, the safety programs instituted by CUSTOMER, and all applicable OSHA safety regulations. CUSTOMER and SCALISE will make available to each other all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

8. Hazardous Substances. SCALISE's obligations under this Service Agreement do not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, SCALISE's sole obligation will be to notify CUSTOMER of the existence of such products and materials. SCALISE will have the right thereafter to
suspend its Work until such products or materials and the resultant hazards are removed. The time for completion of the Work will be extended to the extent caused by such a suspension, and the Service Agreement Price will be equitably adjusted.

9. Insurance. SCALISE will carry Commercial General Liability Insurance with limits of $2,000,000 and Automobile Insurance with limits of $1,000,000. CUSTOMER will carry all Risk Property Insurance or Builder's Risk Insurance, including extended coverage, without cost to SCALISE with limits equal to or greater than the value of the equipment being serviced and a deductible not greater than $10,000 per occurrence.

10. Indemnification. SCALISE agrees to indemnify CUSTOMER from and against any and all claims, losses, or liabilities for personal injury or property damage, as well as costs and expenses incurred in the defense thereof including attorney's fees, caused by SCALISE's negligence in the performance of the Work under this Service Agreement. CUSTOMER agrees to indemnify SCALISE from and against any and all claims, losses, or liabilities for personal injury or property damage, as well as costs and expenses incurred in the defense thereof including attorney's fees, caused by CUSTOMER's negligence or hazardous conditions in the CUSTOMER's facility.

11. Limitation of Liability. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CUSTOMER OR SCALISE BE LIABLE OR RESPONSIBLE TO EACH OTHER FOR LOSS OF USE, LOSS OF PROFITS, OR ANY OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

12. Termination. This Service Agreement will be on a one (1) year term, which will automatically renew if not terminated within thirty (30) days of anniversary date by written notice by either party at any time for any reason.

13. Dispute Resolution. CUSTOMER and SCALISE agree to negotiate in good faith to resolve any and all disputes arising from or relating to this Service Agreement or any alleged breach of this Service Agreement. In the event that the dispute cannot be resolved, it will be referred up to the executive level required to reach a resolution. If CUSTOMER and SCALISE executives are unable to resolve a dispute, the dispute will then be submitted to non-binding mediation. If CUSTOMER and SCALISE are still unable to resolve the dispute in mediation, the dispute can then be submitted to binding arbitration under the Construction Industry Rules of the American Arbitration Association then in effect. Any such arbitration demand or any other legal action by CUSTOMER or SCALISE relating to this Service Agreement or any alleged breach of this Service Agreement must be commenced within two (2) years from the date of the successful Acceptance Test or the applicable statute of limitations, whichever is earlier.

14. Assignment. This Service Agreement cannot be assigned by one party to a third party without the express written consent of the other party to this Service Agreement. Either party may subcontract portions of its obligations to others, but that party will still be principally liable and responsible to the other party for the satisfactory performance of the Service Agreement.
Ms. Haught,

We have received our 2018 - 2019 Final Computation for Public School Support Program, Step 4 Transportation Allowance. Marion County School received $583,948.00 from this allowance and will spend monies as outlined below.

(5) 2019 Blue Bird 83 Passenger Transit Style School Buses at $100,536.00 each. Totaling = $502,680.00 (Please see attachment for specifications)

(1) 2019 Blue Bird 65 Passenger “Vision” Special Education School Bus. Totaling = $97,719.00 (Please see attachment for specifications)

<table>
<thead>
<tr>
<th>6 New Buses Totaling</th>
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<tr>
<td>Minus State Step 4 Allowance</td>
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<tr>
<td>Remaining Balance from 2017 – 2018 Transportation Allowance</td>
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April 19 2018

Specifications prepared for Marion County Schools for one (1) or more new 2019 Blue Bird 65-passenger "Vision" conventional special education school buses. (Actual capacity – 59 seated)

Chassis Specifications:
- 252" wheel base
- 12,000 lb. front axle with 10,000 lb. front suspension
- 21,000 lb. rear axle
- Hendrickson rear air ride suspension
- 5.29 to 1 ratio
- Front and rear shocks
- Full air brake system: 16.5" x 5" front lining, 16.5" x 7" rear lining
- Dust shields
- Bendix-Westinghouse AD-IP air dryer
- VGT exhaust brake
- 4-channel A.B.S. braking system
- Automatic traction control
- Brake interlock for parking brake
- 18.7 cfm compressor
- Automatic slack adjusters
- Front axle oil seals, synthetic lube 75 W/90
- Heavy duty bumper – 15”
- Block heater - front bumper
- Cummins B6.7, 240 horsepower in line six diesel engine
- Brake interlock for wheelchair lift door
- Allison 2500 PTS automatic transmission – electronic, with SEM
- Engine alarm system
- 8.25 x 22.5 hub-piloted wheels
- 255/70R x 22.5 tubeless radial tires, highway front and traction rear – Michelin 16-ply, XZE and XD2
- High idle switch
- Battery disconnect switch
- Three (3) Group 31 batteries, 2100 cca
- 15 gallon DEF tank with dash mounted gauge
- 240 amp alternator – Leece/Neville
Marion County Schools  
April 19 2018  

Chassis Specifications continued:  
- Dual horns  
- Wig/Wag low air pressure indicator  
- 60-gallon fuel tank mounted between frame rails  
- Fiberglass tilt hood with fender mounted turn signals, 9 lb. maximum effort to open  
- Voltmeter/ammeter  
- Tachometer  
- Front and rear tow hooks  
- Telescopic/tilt steering column  
- Fuel/water separator – heated, mounted on firewall  
- Daytime running lights  
- Halogen headlights  
- Engine hour meter  
- Transmission temperature gauge  
- Silver grille  
- Transynd transmission fluid  
- Trip odometer  
- Digital dash clock  
- Cruise control  
- Cooling hoses with constant tension clamps  
- Oil slinger  
- Anti-freeze protected to –34 degrees – Cummins Compleat (blue)  
- Circuit breakers  
- Power steering with 50 degrees wheel cut  
- Left side exit exhaust forward of rear wheels  
- Multi-Plex wiring with L.E.D. readout in dash  
- 5-year/100,000-mile engine warranty, 2-year towing  
- 7-year/unlimited-mile transmission warranty  

Body Specifications:  
- Dual heater cut-off valves  
- Complete insulation  
- Locking fuel tank door  
- Latching battery compartment  
- Aluminized interior side panels  
- Extended seat rub rail  
- Bumper rub rail  
- 4-applied side body rub rails  
- Two (2) side emergency push-out windows, one (1) per side  
- 4-piece tinted/shaded windshield
Body Specifications continued:
- Lower glass rear emergency door
- Two (2) roof escape hatch/ventilators
- Sound deadening spray
- Heavy duty DOT construction
- 12” rear bumper
- **Flat floor construction**
- 77” interior headroom with 12” split sash windows
- 3-step stepwell with “Pebble top” step treads
- Wheelchair lift door - right rear overhang (58.5” high x 45” wide)
- Outward opening entrance door – air operated
- Two (2) exterior side mounted locking tool compartments
- Aluminum aisle trim
- Fuel sender plate
- Rubber body isolators front and rear
- 20-gauge steel exterior side panels – fluted
- Vandal locks for service and emergency doors

Electrical Specifications:
- Two (2) auxiliary windshield defroster fans
- 90,000 BTU left front heater/defroster; 50,000 BTU recessed stepwell heater; 50,000 BTU mid-ship underseat heater, 80,000 BTU rear wall mounted heater; full-width windshield and driver’s window defroster; 3-speed defroster and driver’s heater switches; cleanable filter
- 7” stop and turn signals
- Locking exterior electrical compartment mounted below driver’s window
- Interior dome lights – double row, 15 candlepower
- Side body directional signals
- Hooded 8-lamp warning system – halogen lamps
- Air operated side body stop-arm with L.E.D. strobe lights
- L.E.D. clearance lights
- Warning light monitor system
- Child minder system
- Roof mounted LED strobe light
- Drivers dome light, 15 candlepower
- West Virginia heater connectors
- Air operated crossing control arm
- Master switch with red pilot light
- Exterior entrance door approach light
- Clearance, cluster, I.D., and 8-way warning lights wired hot
Marion County Schools

April 19 2018

Electrical Specifications continued:

• AM/FM/USB/MP3 compatible/PA system with four (4) interior speakers and one (1) exterior speaker
• Pre-wire for 2-way radio
• Pre-wire for video camera
• Wig/wag headlights
• Constant torque heater hose clamps
• Cell phone plug-in
• Gatekeeper digital surveillance system with (2) extra SD cards per unit
• Back-up alarm
• Body solenoid switch
• Step well light – 15 candle power
• 7’’ back-up lights
• Exterior wheelchair lift door approach light
• Dash mounted green pilot light to alert for lift door open
• Buzzer for rear emergency door
• Automatic resetting circuit breakers
• Color- and number-coded wiring

Paint and Lettering Specifications:
• N.S.B.C. exterior – polyurethane
• Astro-white interior color
• White roof
• All required “School Bus” lettering
• 3M Diamond-grade reflective tape
• “Handicap” decal

Seating Specifications:
• Fully-padded DOT high-back seats and barriers
• Left side seating front to back: One (1) 39” track mounted UCRA “Latch” seat, Nine (9) 39” high back track mounted seats, One (1) 30” high back seat, track mounted
• Right side seating front to back: One (1) 39” track mounted UCRA “Latch” seat, Eight (8) 39” high back seats, track mounted
• Heavy duty brown upholstery
• National adjustable high-back air driver’s seat with fabric insert, arm rest and retractable shoulder harness seat belt
• Seat belt cutter
• Tilt-up seat cushions
Marion County Schools	April 19 2018

Seating Specifications continued:
- Two (2) sets of wheelchair tie downs – QRT Deluxe retractable 4-point with lap and shoulder belt
- All seat frames are seat belts ready
- 59-passenger capacity

Accessory Specifications:
- All required safety and emergency equipment
- Header pads for service door and emergency door
- Front and rear mud flaps
- Forward grab rail
- 5/8” marine grade plywood sub-floor, screwed down
- Tan rubber transit floor and step treads
- Molded exterior rear rubber fenders
- 6” x 30” clear interior mirror and 6” x 30” Plexiglass visor
- 28% bronze tint for all side and rear glass
- Wet-arm wiper blades
- Cup holder
- Dual electric windshield wipers with intermittent switch
- Full-length acoustical headliner
- Braun NCL94541B3454, 1000 lb capacity automatic wheelchair lift –
- Rosco heated remote controlled rearview exterior mirrors – with extended warranty
- Heated crossview mirrors with bell mount brackets and extended warranty
- Locking drivers storage compartment above drivers window
- 5-year/100,000-mile limited body warranty
Marion County Schools

Total Cost, per unit, per bid $85,527.00
Additional options $10,992.00
Delivery $1,200.00
Sale Price $97,719.00

Options to consider:

(1) Front and rear in-wall, MCC/Carrier, free blow air conditioning, 120,000 BTU (IMACA Rating). Included 270 amp alternator and skirt mounted condenser, Add $9,425.00

Agreed to by Customer:

Name ____________________________
Title ____________________________
Authorized Signature ____________________________ Date __________

Agreed to by Blue Bird of Pittsburgh:

Name ____________________________
Title ____________________________
Authorized Signature ____________________________ Date __________
April 19 2018

Specifications prepared for Marion County Schools for one (1) or more new 2019 Blue Bird 83-passenger All-American transit-style school bus units.

Chassis Specifications:
- Dual heater cut-off valves
- 232” wheel base
- Hendrickson rear air ride suspension
- 14,600 lb. front axle with 14,600 lb. springs
- 21,000 lb. rear axle with 6.14 to 1 ratio
- Full air brake system: 16.5” x 6” front lining, 16.5” x 7” rear lining
- Bendix-Westinghouse AD-IP dryer
- Bendix 4-channel A.B.S. brake system
- Low idle, 5-minute shut down
- Automatic front and rear slack adjusters
- 18.7 cfm compressor
- Viscous fan clutch
- Cummins B6.7, 250 horsepower, in-line six, electronic diesel engine, 660 ft. lb. torque
- Allison 3000 PTS automatic transmission - electronic (5-speed)
- Engine warning system
- Telescopic/tilt steering column
- Heavy duty front and rear shocks
- 8.25 x 22.5, hub-piloted disc wheels
- 11R x 22.5 tubeless 16-ply radial tires, highway front and traction rear – Hankook, AH37 front and DH37 rear
- 50,000 psi steel frame
- Automatic traction control
- Hand throttle control - electronic
- Three (3) Group 31 batteries – 2100 cca
- 240 amp alternator – Leece/Neville
- Dual horns
- Halogen headlights
- Front and rear tow hooks
- Wig/Wag low air pressure indicator
Chassis Specifications continued:
- 100-gallon fuel tank mounted between rear frame rails
- 15 gallon DEF tank with dash mounted gauge
- Tachometer
- Ammeter
- Electric clock
- Battery disconnect switch
- Front axle oil seals – synthetic lube 75 W/90
- VGT engine exhaust brake
- Brake interlock
- Cooling hoses with constant tension clamps
- Oil slinger
- Engine coolant protected to -34 degrees – Cummins Compleat (blue)
- Engine hour meter
- Engine block heater
- Dust shields
- Left side exit exhaust forward of rear wheels
- Transmission temperature gauge
- Heated fuel/water separator
- Transynd transmission fluid
- Daytime running lights
- Cruise control
- 5-year/unlimited-mile transmission warranty
- 5-year/100,000-mile engine warranty, 2-year towing

Body Specifications:
- Fuel tank door – locking
- Latching battery compartment
- Dual heater cut-off valves
- 12” front and rear bumpers
- Fuel sender plate
- Complete insulation
- 20-gauge steel exterior side panels
- Aluminized interior side panels
- Extended seat rub rail
- 4-applied side body rub rails
- Step well skid plate
Marion County Schools

Body Specifications continued:
• 2-piece tinted/shaded windshield - curved
• Lower glass rear emergency door
• Insulated driver’s area
• 77” headroom with 12” split sash windows
• Two (2) roof escape hatch/ventilators
• Four (4) side emergency push-out windows, two (2) per side – Vertical hinge
• Heavy duty DOT construction
• Outward opening entrance door – air operated
• Full-length acoustical headliner
• Sound deadening spray
• 3-step step well
• Bumper rub rail
• Aluminum aisle trim
• Locking exterior electrical compartment
• Vandal locks for service and emergency doors
• Two (2) exterior side mounted locking tool box
• “Pebble top” step treads

Electrical Specifications:
• Two (2) auxiliary windshield defroster fans
• 90,000 BTU front heater; 50,000 BTU front underseat heater; 50,000 BTU rear underseat heater, 12,000 BTU driver’s heater
• Exterior entrance door approach light
• Wig/Wag headlights
• West Virginia heater connectors
• Roof mounted LED strobe light
• Warning light monitor system
• Child minder system
• 2-way radio pre-wire
• Video camera pre-wire
• Drivers dome light, 15 candlepower
• Master switch with red pilot light
• Clearance, cluster, ID, and 8-way warning lights wired hot
• 7” stop and turn signals
• Double row of interior dome lights, 15 candlepower
• Hooded 8-lamp warning system – Halogen lamps
Electrical Specifications continued:
- Gatekeeper, digital surveillance system with (2) additional SD cards per unit
- Side body directional signals
- Step well light – 15 candle power
- Body solenoid switch
- L.E.D. clearance lights
- Power point for cell phone plug-in
- 7” back-up lights
- Buzzers for all emergency exits
- Air-operated side body stop-arm with LED strobe lights
- Front bumper crossing control arm – air operated with magnetic latch
- Back-up alarm
- Constant torque heater hose clamps
- AM/FM/USB/MP3 compatible/PA system with eight (8) interior speakers and one (1) exterior speaker

Paint and Lettering Specifications:
- N.S.B.C. exterior – polyurethane
- Astro-white interior color
- All required “School Bus” lettering
- White roof
- 3M Diamond grade reflective tape

Seating Specifications:
- Fully-padded DOT seats and barriers – High back
- Inset leg barriers
- Heavy duty brown upholstery
- National adjustable air high-back driver’s seat with arm rest, fabric insert and retractable shoulder harness seat belt
- First row of seats, left and right, UCRA “Latch” seats
- Seat belt cutter
- Tilt-up seat cushions
- 83-passenger capacity

Accessory Specifications:
- All required safety and emergency equipment
- Header pads for service door and emergency door
- Front and rear mud flaps
Accessory Specifications continued:
- 5/8 plywood sub-floor marine grade, screwed down
- Forward grab rail
- Tan rubber transit floor and step treads
- Molded interior wheelhouse covers
- 6" x 30" clear interior mirror and 6" x 30" Plexiglass visor
- Windshield handles
- Wet-arm wiper blades
- Dual 2-speed electric windshield wipers with intermittent switch
- Molded front and rear exterior rubber fender flares
- Cup holder
- Drivers storage compartment above driver's window
- 28% bronze tint for all side and rear glass
- Heated Rosco remote controlled exterior rear-view mirrors – with warranty
- Heated crossover mirrors – with warranty
- 5-year/100,000-mile limited body warranty

Total Cost, per unit, per bid $95,662.00
   Total addition $3,674.00
   Delivery $1,200.00
   Sale Price $100,536.00

Agreed to by Customer:  Agreed to by Blue Bird of Pittsburgh:

Name
Title
Authorized Signature   Date

Name
Title
Authorized Signature   Date
Dear Superintendent:

Enclosed you will find three copies of the Lease Agreement between Bishop Michael J. Bransfield and the Board of Education of Marion County.

Please sign where indicated and have them notarized. Retain one copy for your file and return two copies to my attention.

Should you have any questions, don’t hesitate to contact me.

Sincerely,

Ken Staley
Supervisor of Buildings & Properties

Enc.
LEASE AGREEMENT

THIS LEASE AGREEMENT, by and between THE MOST REVEREND MICHAEL J. BRANSFIELD, BISHOP OF THE ROMAN CATHOLIC DIOCESE OF WHEELING-CHARLESTON, and his successors and assigns, (hereinafter called “Lessor”), and THE BOARD OF EDUCATION OF MARION COUNTY, a public corporation, with its principle office and place of business located in Marion County, West Virginia (hereinafter called “Lessee”).

WHEREAS, Lessee requires the use of the hereinafter described Premises by Monongah Middle School located at 550 Camden Avenue, Monongah, WV 26554, and,

WHEREAS, Lessor has a gymnasium located on adjacent property to the school and agrees to lease the Premises to Lessee upon the following terms and conditions; and

WHEREAS, Lessee desires to utilize the Premises during the entire year, subject to the approval of the Monongah Middle School Administration.

NOW THEREFORE, that in consideration of the mutual promises and considerations as set forth herein, and intending to be legally bound, the Parties agree as follows:

1. LEASE OF PREMISES.
   A. Lessor hereby leases to Lessee the Gymnasium (hereinafter referred to as “Premises”), located on Church Street between Lady Lane and Country Road situated within the corporate limits of Monongah, Lincoln District, Marion County, West Virginia that consists of approximately 8,400 square feet. Lessee is also hereby granted a non-exclusive right-of-way upon and over all property adjoining the Premises for the purpose of ingress and egress to the Premises during the term of this Lease.
   B. The Lessee shall have the non-exclusive right to use the parking lot that adjoins the Premises only to the extent that the Pastor of Holy Spirit Parish and the Principal of Monongah Middle School meet to coordinate a Master Schedule for the use of the parking lot so as not to interfere with any Parish activities.

2. TERM AND RENEWAL.
   The term of this Lease shall be for a period of one (1) year, commencing on the 1st day of July 2018, and ending on the 30th day of June, 2019. This lease will renew on an annual basis unless terminated by the Lessor or Lessee for any reason with a 60 day notice.
3. **Rental Payments.**

   During the term of this Lease, Lessee shall pay to Lessor the sum of Ten Thousand Dollars ($10,000.00), payable in advance prior to the effective date of the Lease. Such rent shall be payable at 1311 Byron Street, P.O. Box 230, Wheeling, WV 26003, without any setoff or deduction whatsoever.

4. **Utilities.**

   Lessee hereby agrees to pay for all natural gas, electricity, water, sanitation, heat, power, and other similar utility services rendered or supplied upon or in connection with the Premises.

5. **Real Estate Taxes.**

   The Lessee shall pay any and all real and personal property taxes and assessments, if any, upon the Premises.

6. **Maintenance and Repairs.**

   Lessee has inspected the Premises and deemed them to be suitable for its purposes; accordingly, the parties agree that the Premises are leased on an “as is” basis. Lessor shall, however, remove from the Premises, prior to commencement of the Lease, all readily removable indicia of religious affiliation, including religious statues, crucifixes, religious artifacts, and other decorative religious items. Lessee shall be responsible for all maintenance to the Premises during the term of the Lease. Such maintenance shall include, but not be limited to, general maintenance (such as, but not limited to, light bulbs, patching and painting of walls, toilet facilities, and cosmetic maintenance) arising from the normal and day to day use of the Premises by the Lessee. Lessee shall also maintain in good operating condition the existing heating, cooling, and ventilation systems, including repair of the same. Lessor shall, at its own cost and expense, make all necessary repairs, maintenance, and replacements to the exterior of the Premises, including the windows, door, and roof. Prior to taking possession of the Premises, Lessor and Lessee shall conduct a walk-through inspection of the Premises to identify any damage or other conditions in the Premises in order to establish a base line of the Premises. A signed copy of the walk-through inspection shall be attached an Exhibit to this Lease.

7. **Alterations and Improvements.**

   Lessee shall not make any alterations or improvements to the Premises without the prior written consent of the Lessor.
8. **Casualty Insurance and Waiver of Subrogation.**

As part of the consideration for this Lease, the parties have agreed that each shall carry hazard insurance to the extent advised covering the demised Premises or the property of either thereof. Accordingly, neither party shall be liable to the other, or to any insurer of the other, by way of subrogation or other arrangement, or to any party claiming by or through the other, for loss or damage to the demised Premises or the property of either thereof, arising from hazards that could have been insured against by an insurance policy or from causes for which such party is reimbursable by other insurance of any kind.

9. **INDEMNITY AND LIABILITY INSURANCE.**

Lessee hereby agrees to indemnify Lessor and hold it forever harmless against claims and demands on the part of any party for personal injury or damage to property of any party arising from Lessee’s use of, or operations upon, the demised premises, and Lessee shall, at its expense, carry liability insurance insuring its operations, and the demised Premises, in limits of at least One Million Dollars ($1,000,000.00), which policy or policies shall be carried with an insurance carrier acceptable to Lessor. Lessor shall be named as an additional insured on the policy. Evidence of such coverage shall be delivered to Lessor within thirty (30) days of the date of this Lease Agreement.

10. **NONLIABILITY AND INDEMNIFICATION.**

A. Lessee shall indemnify, defend, and hold Lessor harmless from all claims arising from Lessee’s use of the Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by lessee in or about the Premises. Lessee shall further indemnify, defend, and hold Lessor harmless from all claims arising from any breach or default in the performance of any obligation to be performed by Lessee under the terms of the lease of arising from any act, neglect, fault, or omission of Lessee or the agents, representatives or employees of Lessee, and from and against all costs, attorney’s fees, expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon. In case any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at its expense.

B. Lessor shall indemnify, defend, and hold Lessee harmless from all claims arising from conduct of Lessor’s business or from any activity, work, or thing done, permitted or suffered by lessor in or about the Premises. Lessor shall further indemnify, defend, and hold Lessee
harmless from all claims arising from any breach or default in the performance of any obligation to be performed by Lessor under the terms of this Lease or arising from any act, neglect, fault, or omission of Lessor or the agents, representatives, or employees of Lessor, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon. In case any action or proceeding shall be brought against Lessee by reasons of any such claim, Lessor upon notice from lessee, shall defend the same at its expense.

11. FIRE CLAUSE.
Should the demised Premises be partially or completely destroyed by fire or other casualty during the term of this Lease to the extent that the damage to the demised Premises cannot be repaired or the property restored for the full use of Lessee within ninety (90) days, Lessor or Lessee may terminate this Lease, and all rent shall be abated, or refunded, as the case may be, to the date when such damage or destruction occurred. Should the destruction or damage to the demised Premises be of such character that the property can reasonably be restored within ninety (90) days and lessor is diligently pursuing said repairs, the Lease shall not terminate, and Lessor shall promptly proceed to make such repairs as are necessary to make the property again usable for the business of the Lessee. Pending complete restoration or repair, the rentals shall be prorated to the extent for the period that Lessee is deprived of the use of the demised Premises.

12. SUBLETTING AND ASSIGNMENT.
Lessee shall not assign nor sublet this Lease, or any part hereof, without the prior written consent of the Lessor.

13. EMINENT DOMAIN.
If the whole of the leased premises, or such portion thereof as will make the leased Premises unsuitable for the purposes leased, is taken for any public use or purpose by any legally constituted authority, then, in such event, this Lease shall cease from the time when possession is taken by such public authority and the rental shall be accounted for between the Lessor and the Lessee as of the date of such surrender of possession. Such termination shall be without prejudice to the rights of either the Lessor or the Lessee to recover compensation from the condemning authority for any loss or damage caused by such condemnation or exercise of eminent domain. Neither the Lessor nor the Lessee shall have any right in or to any award of payment made to the other by the condemning authority.
14. USE OF PREMISES.

A. Lessee covenants and agrees that the Premises shall be used only for school approved functions that are coordinated through the Principal of the Monongah Middle School. The Principal shall notify the Pastor of any scheduled activities that are added to the schedule after the Master Schedule is published. The term “school related functions” shall include school related athletic contests and school sponsored youth recreational programs and activities. Adult recreational use is not permitted in the Premises unless it is school sponsored physical education classes. Lessee may use the Premises for programs sponsored by or for Marion County Schools, subject to the approval of the Monongah School Administration.

B. Lessee covenants that the Premises shall be maintained as a smoke-free and drug-free environment. Lessee shall comply with all statutes, ordinances, rules, orders, regulations, permits, and requirements of federal, state, and municipal governments and administrative bodies and all licensing which may be necessary through local, state, or federal regulatory bodies.

C. If Lessee desires to use the Premises for any other activity, the prior written approval of the Parish Pastor is required.

D. Whenever the Premises are not used by the Lessee, the Parish shall be permitted to use the Premises for church related functions, provided, however, that the Parish shall first coordinate the use with the Lessee not to interfere with any of the Lessee’s scheduled functions. The Parish shall give Lessee as much notice as possible but not less than fourteen (14) days and Lessee shall give its written permission for said use within five (5) business days after the receipt of the request.

E. Lessee agrees to enforce the following Rules to the beset of its ability regarding the use of the Premises:

1. No hard sole shoes of colored shoes that leave markings shall be permitted to be worn while on the court.

2. Anyone using the Premises MUST clean shoes prior to entering the gym and walking on the basketball court. Floor covering that is available at the Premises shall be used for any activity that may require walking on the gym floor in order to protect the surface. The use of any hard surface balls or equipment is prohibited on the basketball court (i.e. Regulation baseballs, softballs, hard rubber balls, etc.) Soft surface balls MUST be used
to avoid damage to the court or facility. Regulation basketballs, soccer balls, or volleyballs are acceptable.

3. Anyone using the Premises is responsible for the clean-up and disposal of any trash, garbage, and/or other items shall be placed in proper receptacles upon completion of each activity.

4. If any activity will have spectators, Lessee must have the floor area covered where spectators will be walking. Spectators are not permitted on the floor without appropriate footwear.

5. Lessee shall be permitted to hold cheerleading practice in the Premises beginning in August, 2011, provided all such practices are scheduled through and with the Pastor.

15. DEFAULT.
Should Lessee fail to pay rent, or any part thereof, or should Lessee fail to keep and perform any of the covenants, provisions, terms or conditions of this Lease, or should Lessee abandon or vacate the demised Premises during the term of this Lease, or should Lessee be adjudicated as bankrupt, or make an assignment for the benefit of creditors, or should the interest of the Lessee in the demised Premises be sold under any execution or other legal process, and should such default or occurrence continue for a period of thirty (30) days after written notice thereof is given by Lessor to Lessee, then Lessor may, at any time thereafter, by written notice to Lessee, declare the termination of the leasehold and re-enter said Premises or any part thereof, and, by due process of law, expel, remove, and put out the Lessee or any person or persons occupying said Premises and may remove all personal property therefrom without prejudice to any remedies which might otherwise be used for the collection of arrears of rent or for damages for breach of any of the Lessee's other obligations hereunder.

16. ACCESS TO PREMISES BY LESSOR.
Lessor shall have the right, through his agents, to come upon the demised premises at reasonable times to inspect the same and to ascertain whether the obligations of Lessee under this Lease are being performed.

17. LEASE RENEWAL.
A. At the Lessor's option, Lessor may cancel the Lease at the end of the Lease term, by giving Lessee at least forty-five (45) days prior written notice. B. Provided that Lessee is not in default of any of its undertakings hereunder, Lessee may give written notice to Lessor at least thirty (30) days prior to the end of the Lease term of its request to renew the Lease.
After receipt of said request, Lessor must respond to the request in writing within ten (10) days of the request that Lessor will renew the Lease.

18. **NON-WAIVER.**

No failure on the part of any party to insist upon strict compliance with the terms and conditions of the Lease or to give notice of default or to exercise the options and remedies available in event of default shall be construed as a waiver of the rights herein reserved to either party or as establishing a course of business among Lessor and Lessee, contrary to the terms of this Lease.

19. **MECHANIC'S LEINS.**

Lessee will not permit any mechanic's liens or other lien to be placed upon the Premises and agrees that if any such lien be filed on account of the act or conduct of the Lessee, that Lessee shall promptly pay or cause the removal of said lien. In the event the Lessee fails to pay and discharge such lien, it may be paid by the Lessor and charged to the Lessee.

20. **SIGNAGE.**

The Lessee shall be permitted to install reasonable signage during the term of this Lease.

21. **DAMAGE TO PERSONAL PROPERTY.**

All personal property of Lessee on the Premises shall be and remain at the sole risk of the Lessee. Lessor shall not be liable for any damage to or loss of personal property of Lessee.

22. **GOVERNING LAW.**

This Lease shall be governed by and construed in accordance with the laws of the State of West Virginia.

23. **NOTICES:**

Any notice required to be given to either of the parties hereto shall be delivered or mailed as follows:

In the case of any notice to be given to Lessor:

Diocese of Wheeling-Charleston
ATTN: Director of Buildings & Properties
1311 Byron Street
P.O. Box 230
Wheeling, WV 26003
With a copy to:

Holy Spirit Church  
ATTN: Pastor  
687 Maple Terrace  
Monongah, WV 26554

In the case of any notice to be given to Lessee:

Marion County Board of Education  
ATTN: Superintendent  
200 Gaston Avenue  
Fairmont, WV 26555

Notice shall be given by personal delivery or by certified mail, postage prepaid, return receipt requested and in the case of notice by mailing, notice shall be effective upon mail.

24. ENTIRE AGREEMENT

This Lease constitutes the entire understanding and agreement of the parties and shall not be modified or changed in any regard except by written agreement entered into and executed by all parties.

25. BINDING EFFECT AND SEPARABILITY.

All of the covenants, conditions, and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named a party to this Lease. Each and every covenant and agreement contained in this Lease shall, for all purposes, be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained hereby either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every other covenant and agreement herein.
IN WITNESS WHEREOF, the Lessor and Lessee have hereunto caused this Lease Agreement to be executed as of the day and year first above written.

LANDLORD:

THE MOST REVEREND MICHAEL J. BRANSFIELD, Bishop of the Roman Catholic Diocese of Wheeling-Charleston

THE COUNTY BOARD OF EDUCATION OF MARION COUNTY

By ____________________________
Superintendent

By ____________________________
President of the Board

STATE OF WEST VIRGINIA
COUNTY OF OHIO, TO-WIT:

The foregoing instrument was acknowledged before me this ___ day of ___ APRIL ___ , 2018 by MOST REVERENT MICHAEL J. BRANDSFIELD, BISHOP OF THE ROMAN CATHOLIC DIOCESE OF WHEELING-CHARLESTON.

Notary Public

My Commission Expires: Sept. 14, 2020
STATE OF WEST VIRGINIA,
COUNTY OF MARION, TO-WIT:

The foregoing instrument was acknowledged before me this __ day of ____________,
2018, by ________________________, Superintendent of Marion County Board of Education,
On behalf of the Board of Education.

______________________________
Notary Public

My Commission Expires:

______________________________

STATE OF WEST VIRGINIA,
COUNTY OF MARION, TO-WIT:

The foregoing instrument was acknowledged before me this __ day of ____________,
2018 by ________________________, President of the Marion County Board of Education, on
behalf of the Board of Education.

______________________________
Notary Public

My Commission Expires

______________________________
MEMORANDUM OF UNDERSTANDING

Between

MARION COUNTY BOARD OF EDUCATION

and

TAYLOR COUNTY BOARD OF EDUCATION

This Memorandum of Understanding ("MOU") sets forth the terms and understanding between Marion County Board of Education ("Service Provider") and Taylor County Board of Education ("Client") to employ an Audiologist and provide Audiology services to qualifying students beginning on July 1, 2018 and ends on June 30, 2019.

Background

The Service Provider agrees to provide audiology services as are attached hereto and incorporated by reference as though set forth herein, in compliance with Titles 18 and 19 of the Social Security Act intermediary requirements.

Purpose

The purpose of this MOU will allow the Client to provide Audiology Services in an economically and organized manner to ensure qualifying student’s audiology needs are being addressed to enable them to function successfully in schools and communities.

Responsibilities

This will be accomplished by undertaking the following activities:

1. The Service Provider will employ an Audiologist.
2. The Audiologist will operate under the Marion County School’s Calendar.
3. Audiologist services will be provided to the Client based on student needs and at locations agreed upon.
4. The Audiologist will observe, record, and report the subject’s responses to treatment and changes in the subject’s conditions. If indicated, the Audiologist will make recommendation for the provision of more extensive evaluation or treatment.
5. The Audiologist will record evaluation and treatment sessions, as appropriate, on the progress notes for inclusion in the composite Client record including Medicaid reports. This information will be kept current so that it will be available to other members of the health team per facility requirements.
6. The Audiologist will meet all minimum credentials and requirements as specified by the West Virginia Department of Education for Audiologists.
7. The Client will receive services as determined by the number of days anticipated to address the Audiology needs for the Client, effective for the 2018-2019 school year. This
will be adjusted annually based on students’ needs no later than the first of April each year.

8. The Client will be responsible for paying the Audiologist based on a contracted daily rate.

9. The Client agrees to compensate the Service Provider for those contracted days plus travel, and any other costs that are approved by the Client.

10. The Client will provide the Audiologist with adequate work areas and equipment as deemed necessary for the Audiologist to perform his/her job.

11. The Client shall have the right to maintain the number of days contracted and have the right to request additional days to be contracted. However, there is no guarantee that the Service Provider will be able to grant additional days.

12. The Client will be billed by the Marion County Board of Education quarterly for the amount of contracted days provided. Payments shall be provided within 30 days of receiving an invoice.

13. Workers Compensation claims shall be determined on the following:
   a. If Audiologist services are being provided to the Client, the Client shall be responsible for administering any claims that may occur in the course of providing said services.
   b. In a claim subject to Worker’s Compensation occurs while the Audiologist is en route to the Client, the Client shall be responsible providing the accident did not occur on the premises of the Service Provider.

14. Evaluations: Evaluations as per West Virginia Board of Education Policy 5310, will be completed by the Director of Special Education of the Marion County Board of Education with input from the Client.

Provision

The Client is electing to contract for up to 10 days with the Service Provider for the period of July 1, 2018 thru June 30, 2019. The contracted daily rate for the audiologist for this service period will be $360.00 per day based on the Marion County Board of Education’s Professional Pay Scale.

Duration

This MOU shall become effective upon signature by the authorized officials from the Marion County Board of Education and Taylor County Board of Education and will remain in effect for the entire term of the MOU. This MOU may be modified by mutual consent of all authorized officials from the Marion County Board of Education and Taylor County Board of Education. This MOU will be reviewed no later than February 1st of each calendar year and renewed on an annual basis no later than April 1st of each calendar year.

This agreement entered into this day of May, 2018 by and between Marion County Board of Education and Taylor County Board of Education shall become effective on July 1, 2018 and end of June 30, 2019.
Marion County Board of Education
Gary Price, Superintendent

Signature

Date

Marion County Board of Education
Scott Reider, Treasurer

Signature

Date

Taylor County Board of Education
Kathy Green, Superintendent

Signature

Date

Taylor County Board of Education
Dara Britton, Treasurer

Signature

Date