Mr. Pellegrin gave the invocation and Mr. Neptune led the Pledge of Allegiance.

The Marion County Board of Education met in a Regular Session on Monday, May 7, 2018 at 6:00 pm.

Mr. Dragich called the meeting to order at 6:08 pm.

MEMBERS PRESENT: Mr. Dragich, Mr. Montgomery, Mr. Richard Pellegrin, Dr. Simms and Ms. Mary Jo Thomas

46-1000 INFORMATION – RECOGNITIONS – RECOMMENDATIONS – REPORTS

North Marion Notables – Choir presentation – With Brenda Cress

John Bradshaw – CMTA – Energy Project

Kelly Clyde – requested to speak to the board regarding a personnel matter.

Ms. Thomas made a motion, seconded by Mr. Pellegrin to go into executive session for personnel matters at 6:19 pm

YEAS: Dragich, Montgomery, Pellegrin, Simms & Thomas

NAYS: 0

Ms. Thomas made a motion, seconded by Dr. Simms to return to regular session at 7:12 pm.

YEAS: Dragich, Montgomery, Pellegrin, Simms & Thomas

Mr. Pellegrin made a motion, seconded by Mr. Montgomery to approve the following:

46-2000 MINUTES – AGREEMENTS – CONTRACTS

2291 MINUTES

The approval of the Official Proceedings for the Regular meeting on April 16, 2018.
2292 MINUTES
The approval of the Official Proceedings for the Levy meeting on April 17, 2018.

2293 MINUTES
The approval of the Official Proceedings for the Special meeting on April 17, 2018.

2294 MINUTES
The approval of the Official Proceedings for the Special meeting on April 19, 2018.

2295 MINUTES
The approval of the Official Proceedings for the Special meeting on April 24, 2018.

2296 CURRICULUM – BSC 104 INTRODUCTION TO BIOLOGY
The approval to add BSC 104-Introduction to Biology as an elective high school course.

2297 CURRICULUM – BSC 105 HUMAN BIOLOGY
The approval to add BSC 105-Human Biology as an elective high school course.

2298 SUMMER PROGRAM-TITLE I – ENERGY EXPRESS
The approval of the Summer Program Title I Energy Express (1-6) at East Fairmont Middle School.

2299 SUMMER PROGRAM-TITLE I – KINDERKAMP
The approval of the Summer Program Title I KinderKamp (K) at Blackshear Elementary, East Park Elementary, Fairview Elementary, Jayenne Elementary, Monongah Elementary, Rivesville Elementary, and Watson Elementary.

2300 SUMMER PROGRAM-TITLE I – WRITING CAMP
The approval of the Summer Program Title I Writing Camp at Monongah Elementary.

2301 SUMMER PROGRAM-ENRICHMENT 21ST CENTURY
The approval of the Summer Program Enrichment 21st Century (k-8) at East Park Elementary.

2302 SUMMER PROGRAM-CREDIT RECOVERY
The approval of the Summer Program Credit Recovery (9-12) at East Fairmont High and Barnes Learning Center.
2303 **SUMMER PROGRAM-SPECIAL SERVICES EXTENDED YEAR**
The approval of the Summer Program Special Services Extended Year at North Marion High, East Fairmont Middle, Blackshear Elementary, and East Fairmont High School.

2304 **SUMMER PROGRAM-MATH READINESS ACADEMY**
The approval of the Summer Program Math Readiness Academy (8) at East Fairmont High and North Marion High.

2305 **SUMMER PROGRAM-SUMMER LITERACY - S.T.E.A.M. MOBILE CLASSROOM**
The approval of the Summer Program S.T.E.A.M. Mobile Classroom (K-4) at MCPARC SITES, Falcon Camp, and 21st Century Site.

2306 **SUMMER PROGRAM-TITLE III-ENGLISH LEARNER TUTOR**
The approval of the Summer Program Title II English Learning Tutoring at Jayenne Elementary.

2307 **SCHOLASTIC, INC. – SUMMER READING**
The approval to purchase books from Scholastic, Inc. for the summer reading program at all Elementary Schools, in the amount of $7,029.00. FUNDING: Literacy Grant

2308 **MOU-MARSHALL UNIVERSITY/CLARK OPPORTUNITY FOUNDATION**
The approval of the Memorandum of Understanding with Marshall University and The Clark Opportunity Foundation to offer a dual credit course (BSC – Introduction to Biology) at North Marion High School, in the amount of – Depends on the number of students enrolled ($25.00 per credit hour). FUNDING: Clark Opportunity Foundation

2309 **CONTRACT – WVU STUDENT TEACHING**
The approval of the contract with West Virginia University for pre-service teacher candidates.

2310 **CITY OF MANNINGTON – SEWER - NMHS**
The approval of the payment to the City of Mannington for the sewer project, in the amount of $180,855.14. FUNDING: Maintenance.

2311 **EMCOR SERVICES - WFMS**
The approval of the proposal from EMCOR Services to Install RayPak Boiler at West Fairmont High School, in the amount of $35,727.00. FUNDING: Maintenance
2312 **BLUEBIRD – SIX BUSES**
The approval to purchase Six 2019 BlueBird Buses, in the amount of $600,399.00. FUNDING: STATE ALLOWANCE - $583,948.00/ TRANSPORTATION - $16,451.00.

2313 **DIOCESE OF WHEELING CHARLESTON- LEASE AGREEMENT**
The approval of the renewal of the lease agreement with the Diocese of Wheeling-Charleston for the use of the gymnasium for Monongah Middle School for the 2018-19 SY, in the amount of $10,000.00. FUNDING: COUNTY.

2314 **MOU-TAYLOR COUNTY/AUDIOLOGIST AND SERVICES**
The approval of the Memorandum of Understanding with Taylor County Board of Education to employ an Audiologist and provide Audiology service to qualifying students beginning on July 1, 2018 and ends on June 30, 2019, for up to 10 days at $360.00 per day based on the Marion County Board of Education’s Professional Pay Scale. FUNDING: TAYLOR COUNTY.

2315 **FIELD TRIP – OUT OF STATE – SCHOOL BUS**
The approval of the following: **Fairmont Senior High School, Science Honorary**, requests permission to travel to the National 9/11 Memorial, Summerset County, PA, on May 21, 2018, to see the beautification of the surface mine site. Approximate number of students: 35 Chaperone(s): Kathy Jacquez, Leann Sayre Approximate Cost: $ 400.00 Source of funds: Science Honorary/Students Number of school days lost: 1

2316 **FIELD TRIP – OUT OF STATE – PRIVATE AUTO**
The approval of the following: **Barrackville, Destination Imagination**, requests permission to travel to Knoxville, Tennessee, on May 22-27, 2018, for a competition. Approximate number of students: 5 Chaperone(s): Lisa Flower Approximate Cost: $ 5,250.00 Source of funds: Fundraising/donations Number of school days lost: 3
2317 **FIELD TRIP – OUT OF STATE – PRIVATE AUTO**

The approval of the following:

**East Fairmont Middle School, Destination Imagination**, requests permission to travel to Knoxville, Tennessee, on May 22-27, 2018, for a competition.

Approximate number of students: 14
Chaperone(s): Kerry Childs, Jennifer Thompson, Erin Bunner, Aimee Snyder, Starla Ringer, Doug Thompson, Julie McElroy, Tanya Suplita, Tanya Rogers, Janie Ash, Bobbie Jo Mayer, Jay Merrifield
Approximate Cost: $ 12,000.00
Source of funds: Fundraising/donations
Number of school days lost: 3
**YEAS:** Dragich, Montgomery, Pellegrin, Simms & Thomas

Dr. Simms made a motion, seconded by Mr. Pellegrin to approve the following:

46-3000 **CONSENT**

3036 **OUT OF COUNTY TRANSFER REQUEST**

The approval of the requested student transfers deemed to be in the best interest of the child.

3037 **OUT OF COUNTY TRANSFER REQUEST**

The approval of the requested student transfers deemed to be in the best interest of the child.

**YEAS:** Dragich, Montgomery, Pellegrin, Simms & Thomas

Mr. Montgomery made a motion, seconded by Ms. Thomas to approve the following, with the exception of item #4043 because it is only up for review.

**WITH THE EXCEPTION OF ITEM 4043**

46-4000 **FINANCIAL**

4040 Vendor Report from April 10, 2018 through May 1, 2018.

4041 Supplements and Transfers dated May 1, 2018.

4042 Suttle & Stalnaker agreement for Financial Statement services.

**YEAS:** Dragich, Montgomery, Pellegrin, Simms & Thomas

**REVIEWED ONLY**

4043 TENATIVE Budget Report for the 2018-2019 SY.
Ms. Thomas made a motion, seconded by Mr. Montgomery to approve the following, except for items #5410 and #5411, which were voted on separately.

46-5000 PERSONNEL

5382 FIELD TRIP – OUT OF STATE – PRIVATE AUTO

The approval of the following:

**East Fairmont Middle School, STEM TARC**, requests permission to travel to Washington DC, Manassas VA, and The Plains VA, between May 9 – 12, 2018, to participate in national finals.
Approximate number of students: 12
Chaperone(s): Barbara Pill, Sarah Episcopo and Jessica Spevock
Approximate Cost: $7,000.00
Source of funds: STEM and parents
Number of school days lost: 3

5383 FIELD TRIP – OUT OF STATE – COMMERCIAL CARRIER

The approval of the following:

**Barrackville School, 8th Grade**, requests permission to travel to Williamsburg, VA, May 18 – 19, 2018, to engage in interactive historical activities.
Approximate number of students: 30
Chaperone(s): Vicki Bombard, Allyson Perry, Carla Luketic, Erin Price, Bethany Sturms, Mike Tarley, Buffy Tarley, LaDonna Hamilton, Angel Musgrave, Charlie Mays, Mary Jo Carpenter, Tim Price, and Erin Beckman
Approximate Cost: $400.00 per student
Source of funds: Parents/Fund-raising
Number of school days lost: 1

5384 EMPLOYMENT – COACHES PAID

The approval of the following for the 2018-19 school year, effective May 9, 2018:

**East Fairmont High School**

Shannon Beckman  JV Cheer

**Patrick Cushing**  Asst. Boys Soccer

**Breanne Dobrzynski**  Asst. Volleyball

**Emily Gallagher**  Asst. Girls Soccer

**Thomas Rogers**  Asst. JV Football

**Adam Shuldman**  Asst. Fr. Football

**Travis Tucker**  Volleyball
Tristan Wierbonski  Boys Soccer
Eric Wright  Girls Soccer

Fairmont Senior High School
Jim DeNardi  Head Soccer
Cindy Howvart  JV Cheer
Mike Mainella  Football
Darrin Paul  Asst. Soccer
Tyler Phillips  Football
Kim Posey  Fr. Cheer

Mannington School
Quint Markley  Asst. Football

North Marion High School
Nelson Elliott  Girls Soccer
Chris Funkhouser  Asst. Boys Soccer
Matthew Gilpin  Fr. Cheer

Ben Richardson  Boys Cross Country
Brian Shannon  Asst. Girls Soccer

Rivesville School
Chris Premo  Boys Cross Country

5385 RESIGNATION – COACHES – PAID
Joseph Antolock  Football  NMHS
Effective:  April 23, 2018

5386 EMPLOYMENT – VOLUNTEER COACHES
The approval of the following for the 2018-19 school year, effective May 9, 2018:
East Fairmont High School
Jason Corbin  Volunteer Volleyball
Steve Cerullo  Volunteer Boys Soccer
Stephanie Delawder  Volunteer Girls Soccer
Carissa Funk  Volunteer Cheerleading
Gretchen Hibbs  Volunteer B/G Cross Country
Ronald Jones  Volunteer Football
Ryan Krum  Volunteer B. Soccer
Gabriella Mascaro  Volunteer Girls Soccer
Morgan Poling  Volunteer Volleyball
John Postlewalt  Volunteer Football
Richard Wray  Volunteer Football

Fairmont Senior High School
Troy Bigelow  Volunteer Football
Matt Branch  Volunteer Soccer
Vincent Delligatti  Volunteer Football
Geno Guerrieri  Volunteer Football
Nick Hedrick  Volunteer Football
Paul Kettering  Volunteer Football
Donnie Retton  Volunteer Football

Mannington School
Jim Hall  Volunteer Football
Rick Rinehart  Volunteer Football
TJ Starsick  Volunteer Football

North Marion High School
Joe Antolock  Volunteer Football
Jimmy Davis  Volunteer Cheer
Dave Eickleberry  Volunteer Football
Steven Harbert  Volunteer Football
Michael Hays  Volunteer Football
Caleb Lee  Volunteer Football
Quint Markley  Volunteer Football
Brian Narog  Volunteer Cross Country
Keri Richardson  Volunteer Boys Track
TJ Starsick  Volunteer Football

5387 EMPLOYMENT – SUBSTITUTE TEACHERS
The approval of the following pending WV certification and CIB verification:
Sandra Basagic  Prof
Aleta Bohan  Prof
Jillian Huffman  Prof
Janice K. Pitrolo  Prof

5388 EMPLOYMENT – SUBSTITUTE TEACHERS for 2018-19
The approval of the following:
Candice Byerley  Prof
Sandy Furbee  Prof
Sheena Hershman  Sub Permit
Carol Hostutler  Prof

5389 LEAVE OF ABSENCE – PROFESSIONAL PERSONNEL
The approval of the following:
Brenda Cress  Choral/Music  NMHS
Requests a medical leave of absence without pay for April 11, 2018.

Katherine Martin  Teacher  East Dale
Requests a medical leave of absence without pay from April 23, 2018 through June 15, 2018.
Kelly Mittelmeier  Psychologist  Central Office
Requests a medical leave of absence beginning April 5, 2018 through April 20, 2018, without pay after exhausting sick days.

Nancy Riddle  Teacher  East Dale
Requests a medical leave of absence from April 16, 2018 – April 20, 2018.

Lois Thibodeau  Teacher  Watson
Request a continuation of her non-paid medical leave from April 30, 2018 – June 30, 2018.

Jamie Toland  RN  Central Office
Requests (non- paid) FMLA - Two (2) days per week from April 10, - June 30, 2018.

5390 EMPLOYMENT – PROFESSIONAL PERSONNEL
The following employment(s) are endorsed by the Superintendent, School Principal, and Faculty Senate Designee(s):

Alan Bashnett  Grade 5  Barrackville
200 Days
Effective: August 16, 2018

Jessica DeBerry  Art  NMHS
200 Days
Effective: August 16, 2018

Joshua Dobbs  Social Studies  EFHS
200 Days
Effective: August 16, 2018

Jarrie Ford  Science/Biology  EFHS
Effective: August 16, 2018

William Hostutler  5/6 Gen Music  WFMS
200 Days
Effective: August 16, 2018

Debra Roda  Sp Ed Multi Cat/Autism  Mannington
200 Days
Effective: August 16, 2018

5391 REASSIGNMENT – PROFESSIONAL PERSONNEL
The following employment(s) are endorsed by the Superintendent, School Principal, and Faculty Senate Designee(s):

John Foley
FROM  Library/Media
TO  Library/Media
Pleasant Valley 200 Days
Effective: August 16, 2018

East Fairmont Middle
200 Days

Jonathan Williams Intervention
Watson
200 Days
Effective: August 16, 2018

Grade 1
Watson
200 Days

5392 RETIREMENT - PROFESSIONAL PERSONNEL
The approval of the following:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Candice Byerley</td>
<td>Counselor</td>
<td>FSHS</td>
</tr>
<tr>
<td></td>
<td>Effective: June 30, 2018</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sandy Furbee</th>
<th>Sp Ed Teacher</th>
<th>NMHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective: June 30, 2018</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Carol Hostutler</th>
<th>Library/Media</th>
<th>Mannington Middle</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective: June 30, 2018</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Brenda Moore</th>
<th>Social Studies</th>
<th>Fairview Middle</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective: June 30, 2018</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Janice Pitrolo</th>
<th>Teacher</th>
<th>MCACEC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective: April 30, 2018</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Tammy Tennant</th>
<th>PE/Health</th>
<th>Fairview Middle</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective: June 30, 2018</td>
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</tbody>
</table>

5393 RENEWAL OF CONTRACTS – PROFESSIONAL CONTINUING
The approval of the renewal of the following Professional teachers for the 2018-19 school year.

Allen, Chelsie
Alvaro, Jennifer
Beamer, Sarah
Brown, Stephanie
Bucher, Devon
Carter, Caylin
Cook, Taina
Costlow, Ellen
Deegan, Denise
Galindo, Reynoldo
George, Carol
Goddard, Katy
Green, Jennifer
Halpenny, Samantha
Haney, Nathan
Harvey, Morgan
Haught, Barbara
Henthorn, Teya
Hill, Inez
Hostutler, Morgan
Karr, John
Kolar, Catlin
Leeper, William
Lough, Faith
Lucas, Sara
Lynch, Sabrina
McMullen, Stacey
McPherson, April
Mikeo, Gregory
Minardi, Mary
Minor, Sallie
Moales, Jacob
Moore, Tonya
Overstreet, Dwight
Reeseman, Eugenia
Ridenour, Timothy
Sampson, Mark
Satanek, Stephanie
Shuck, Savanna
Smead, Kerianne
Snyder, Chrystal
Stiles, Victoria
Straka, Miriam
Tennant, Jessica
Tomana, Stephanie
Tranter, Charles
Wilson, Heather
Wooding, April
Woods, Joseph
Woody, Dannette
YoHo, Mark

5394 RESIGNATION – SUBSTITUTE SERVICE
The approval of the following:
LaMeekia Johnson Substitute LPN
Effective: April 24, 2018

Paul Markley Substitute Bus Operator
Effective: April 17, 2018

Martha Morris Substitute Bus Operator
Effective: April 18, 2018

Robert Sanson Substitute Bus Operator
Effective: April 18, 2018

Andrew Schwartz Substitute Bus Operator
Effective: April 17, 2018

5395 EMPLOYMENT – SERVICE PERSONNEL
The approval of the following pending WV certification and CIB verification:
Keith Davis Director, Itinerant Central Office
Computer Hard/Software
240 Days
7:30 am – 3:30 pm
Effective: July 1, 2018

**Eric Georg**
Foreman, Itinerant  
Computer Hard/Software  
240 Days  
7:00 am – 3:00 pm  
Central Office  
Effective: July 1, 2018

**Mitchel Georg**
Computer Technician  
Itinerant  
240 Days  
7:00 am – 3:00 pm  
Central Office  
Effective: July 1, 2018

**James Moran**
Mannington Gym Run  
200 Days  
Transportation  
200 days  
Effective: May 9, 2018

**Richard Stanley**
Computer Technician  
Itinerant  
240 Days  
7:00 am – 3:00 pm  
Central Office  
Effective: July 1, 2018

5396 REASSIGNMENT - SERVICE PERSONNEL
The approval of the following:

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
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</thead>
<tbody>
<tr>
<td><strong>Jessica Ashley</strong></td>
<td><strong>Cook I/II</strong></td>
</tr>
<tr>
<td>Custodian I/II</td>
<td>½ time</td>
</tr>
<tr>
<td>Full time</td>
<td>East Fairmont High</td>
</tr>
<tr>
<td>East Dale/Barrackville</td>
<td>200 Days</td>
</tr>
<tr>
<td>210 Days</td>
<td>3:00 pm – 10:30 pm</td>
</tr>
<tr>
<td>9:00 am – 12:30 pm</td>
<td>Effective: August 16, 2018</td>
</tr>
</tbody>
</table>

**Joe Goodwin**
Bus # 19  
Transportation  
200 Days  
Effective: August 16, 2018

**Melanie Gorman**
Autism Mentor  
ECCAT, Itinerant  
East Dale  
Watson  
200 Days  
9:00 am – 3:00 pm  
ECCAT, Itinerant  
8:10 am - 3:35 pm  
Effective: August 16, 2018
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Start/End Dates</th>
<th>Hours</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shawn Hibbs</td>
<td>Custodian I/II</td>
<td>Custodian I/II</td>
<td>MCTC</td>
<td>3:00 pm – 10:30 pm</td>
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<tr>
<td></td>
<td>NMHS/Gym</td>
<td></td>
<td>210 Days</td>
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<tr>
<td></td>
<td>7:00 pm – 2:30 am</td>
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<td>210 Days</td>
<td></td>
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<tr>
<td></td>
<td>Effective: 2018-19 School Year</td>
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<tr>
<td>Keaton Newell</td>
<td>Custodian I/II</td>
<td>Custodian I/II</td>
<td>Full time</td>
<td>East Fairmont High</td>
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<tr>
<td></td>
<td>½ time</td>
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<td>3:00 pm – 10:30 pm</td>
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<tr>
<td></td>
<td>East Fairmont Middle</td>
<td></td>
<td>210 Days</td>
<td></td>
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<tr>
<td></td>
<td>8:00 pm – 11:30 pm</td>
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<td>210 Days</td>
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<tr>
<td></td>
<td>Effective: 2018-2019 school year</td>
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<tr>
<td>Christina Rush</td>
<td>ECCAT K, Itinerant</td>
<td>ECCAT K, Itinerant</td>
<td>Jayenne</td>
<td>8:00 am – 2:00 pm</td>
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<td></td>
<td>Rivesville</td>
<td></td>
<td>200 Days</td>
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<td></td>
<td>8:00 am – 2:00 pm</td>
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<td>200 Days</td>
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<td>Effective: August 16, 2018</td>
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<tr>
<td>Jodie Saunders</td>
<td>Secretary I/II</td>
<td>Secretary III</td>
<td>Central Office – Sp Ed</td>
<td>8:00 am – 3:30</td>
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<tr>
<td></td>
<td>East Dale (K Building)</td>
<td></td>
<td>261 Days</td>
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<tr>
<td></td>
<td>200 Days</td>
<td></td>
<td>8:15 am – 3:15 pm</td>
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<td>Effective: May 9, 2018</td>
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<tr>
<td>Virginia Starsick</td>
<td>Custodian I/II</td>
<td>Custodian I/II</td>
<td>FSHS</td>
<td>3:00 pm – 10:30 pm</td>
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<td>FSHS</td>
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<td>210 Days</td>
<td>2:30 pm – 10:00 pm</td>
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<td>210 Days</td>
<td></td>
<td>Effective: 2018-19 School Year</td>
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<tr>
<td>Brandon VanGilder</td>
<td>Custodian I/II</td>
<td>Custodian I/II</td>
<td>EFMS</td>
<td>3:00 pm – 10:30 pm</td>
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<td></td>
<td>FSHS</td>
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<td>210 Days</td>
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<td></td>
<td>210 Days</td>
<td></td>
<td>3:00 pm – 10:30 pm</td>
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<td></td>
<td>Effective: 2018-19 School Year</td>
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<tr>
<td>Victoria Wright</td>
<td>Secretary I/II</td>
<td>Secretary III/Acct. II</td>
<td>Central Office</td>
<td>8:00 am – 3:30 pm</td>
</tr>
<tr>
<td></td>
<td>White Hall</td>
<td></td>
<td>220 Days</td>
<td></td>
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<tr>
<td></td>
<td>200 Days</td>
<td></td>
<td>8:30 am – 3:30 pm</td>
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<td></td>
<td>Effective: July 1, 2018</td>
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</tbody>
</table>
5397 RETIREMENT – SERVICE PERSONNEL
The approval of the following:
Rebecca Brown  Secretary III  Blackshear
Effective: June 30, 2018

5398 RETIREMENT – SERVICE PERSONNEL - CORRECTION
The approval of the following:
N. Sue Berry  Transportation Aide  7th Street
Effective: June 15, 2018

5399 RENEWAL OF CONTACTS – SERVICE SECOND
The Superintendent recommends approval of the renewal of the following:
Alvarado, Joy
Anderson Kim
Ashley, Jessica
Casto, Christie
Coffman, Emily
Duckworth, Melyssa
Farenze, Lanie
Gardi, Jennifer
Garner, John
Goodwin, Joseph
Hager, Erin
Hayes, Dennis
Keener, Jami
Krepps, Shelia
Lee, Tiffany
Moore, Robin
Palmer, Barbara
Pethel, John
Post, Karlin
Rush, Michelle
Saunders, Jodie
Saunders, Pam
Shutler, Brittany
Thorn, Daniel
Vance, Nicole
VanGilder, Brandon
Watson, Tonquilla
Wycoff, Kathy

5400 RENEWAL OF CONTACTS – SERVICE THIRD
The approval of the renewal of the following
Arnett, Ginger
Bland, Ashley
Clelland, Sharon
Day, S. Gene
Efaw, M. Shane
Fenton, Christopher
Gifford, Michael
Gorman, Melanie
Hill, Lori
Janicki, Mary
Kuhn, Melissa
Latocha, Joni
Lee, C.W.
McDougal, Kristina
Myers, Melanie
Newell, D. Wade
Orloff, Shawna
Pudder, Hubert
Satterfield, Holly
Starsick, Virginia
Thompson, Amy
Tobin, Dannette
Toothman, James
Toothman, Jennifer
Wilson, Timothy
Woody, Rachel
Wright, Victoria

**5401 RENEWAL OF CONTACTS – SERVICE CONTINUING**

The approval of the renewal of the following
Davis, Sonya
Edgell, Donna
Efaw, Jerrica
Ellis, Cheryl
Faust, Bernard
Gouty, Erica
Green, Jonathan
Hardway, Desiree
Hays, Joseph
Higgins, Kathy
Lee, Susan
Mayhugh, Kellie
Melton, John
Musgrove, Kathryn
Raymond, Susan
Reeves, Kip
Rundle, Karla
Santy, Johanna
Sestito, Erica
Summers, Trina
Troy, James
Utt, Cindy
Villers, Deborah

5402 LEAVE OF ABSENCE – SERVICE PERSONNEL
The approval of the following:
Stephanie Ashcraft  Aide  Monongah Middle
Requests a medical leave of absence from April 25, 2018 – August 16, 2018, without pay after exhausting sick days and donated days.

Cynthia Cole  Cook  East Park
Requests an unpaid medical leave of absence from April 11, 2018 through April 18, 2018.

Laine Farence  Sign Language Interpreter  East Park
Requests an unpaid medical leave of absence for the following dates: April 10, 2018, April 18-19, 2018.

Melissa Harr  Cook  WFMS
Requests an unpaid medical leave of absence for April 12 – 13, 2018.

Charlene O’Donnell  Aide  Jayenne
Requests a non-paid medical leave of absence from March 26, 2018 – May 11, 2018.

Larry Stewart  Mechanic  Transportation
Requests an unpaid medical leave of absence for March 19 -26, 2018.

Ellen Swiger  Cook  East Dale
Requests an unpaid (as needed, 1 or 2 days a week) FMLA from April 2, 2018 through June 30, 2018.

5403 RENEWAL OF CONTACTS – SUBSTITUTE SERVICE
The approval of the renewal of the following
Booth, Kelly  Cook  First

Carpenter, Matthew C.  Bus Operator  First

Clements, Chelsie  Cook  First

Fitch, Jackie L.  Cook  First
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Initials</th>
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<tbody>
<tr>
<td>Gawthrop, Richard E.</td>
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<td>Gooden, Patrick D.</td>
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<td>Hughes, Melanie</td>
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<td>Layman, Carol</td>
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<td>Morris, Randell C.</td>
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<tr>
<td>Napalo, Michael J.</td>
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<td>O’Dell, Leslie J.</td>
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<td>Owens, Stacey</td>
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<td>Parker, Alice F.</td>
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<tr>
<td>Price, Tierra</td>
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<tr>
<td>Prosko, Lora H.</td>
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<td>Ramsey, Mary C.</td>
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<td>Seccoo, James W.</td>
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<td>Vandevender, Bradley P.</td>
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<td>Wyatt, Douglas E.</td>
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<td>Bland, Candace D.</td>
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<td>Bush, Andrea L.</td>
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<td>Dalton, July L.</td>
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<td>Darcus, Cynthia E.</td>
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<td>Dobbins, Amanda J.</td>
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<tr>
<td>Eddy, Hannah L.</td>
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<td>Efaw, Heather D.</td>
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<td>Hall, Cynthia S.</td>
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<td>Hall, Nicholas L.</td>
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<tr>
<td>Jenkins, Jennifer J.</td>
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<tr>
<td>Martin, Hannah L.</td>
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<tr>
<td>Napalo, Rita M.</td>
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<tr>
<td>Parrish, Richard A.</td>
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<td>Perrine, Allen M.</td>
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<tr>
<td>Pierce, Casey R.</td>
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<td>Pollock, Anthony J.</td>
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<tr>
<td>Robertson, Nickie J.</td>
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<td>Rowan, Cristopher L.</td>
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<td>Seay, Sharon K.</td>
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<td>Smith, Beverly J.</td>
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<td>Spencer, DeAnna K.</td>
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<td>Taylor, Jeffrey S.</td>
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<td>Batson, Alicia M.</td>
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<tr>
<td>Corwin, Tina K.</td>
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<tr>
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<td>Crump, Alandis D.</td>
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<td>Cutrigeht, Dorothy L.</td>
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<td>Ervin, Kristina M.</td>
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<td>Haddix, Mallory K.</td>
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<td>Jenkins, LuRita R.</td>
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<td>Mays, Larry L.</td>
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<tr>
<td>McCray, Vincent J.</td>
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<tr>
<td>McGinty, Robert H.</td>
<td>LPN/Aide</td>
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<tr>
<td>Moran, Lauren C.</td>
<td>Aide</td>
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<td>Poling, Melonie D.</td>
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<td>Ramsey, Jason M.</td>
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<td>Stainaker, Melissa M.</td>
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<td>Tennant, Rebecca F.</td>
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<tr>
<td>VanFosson, William K.</td>
<td>Bus Operator</td>
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<td>Williams, Alisha D.</td>
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<tr>
<td>Ashcraft, Devynne P.</td>
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<td>Bland, Tricia M.</td>
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<td>Glover, Liberty D.</td>
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<td>Jones, Shannon N.</td>
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</table>
Loudermill, Crystal G.  Aide  Continuing

Hoskinson, Daryl W.  Emergency Bus Operator  2018-19 School Year

Jarvis, DeWayne E.  Emergency Bus Operator  2018-19 School Year

VanGilder, Stephen L.  Emergency Bus Operator  2018-19 School Year

5404 EMPLOYMENT- SUBSTITUTE SERVICE PERSONNEL
The approval of the following pending WV certification and CIB verification:
Jeff Farcin  Substitute Bus Operator

Savanah Hixenbaugh  Substitute Custodian

Brittany Jett  Substitute Custodian

Nick Napalo  Substitute Custodian

Aaron Payton  Substitute Bus Operator

Judy Quinn  Substitute Custodian

Charles Smith  Substitute Bus Operator

5405 RENEWAL OF CONTRACT PROFESSIONAL- CORRECTION
The approval of the following:
Paul Richmond was employed through a one year only grant. Renewal of Contract was an error.

5406 SUMMER EMPLOYMENT – Professional
Math I Readiness Academy
July 9 – 20, 2018 (Monday – Friday)
EFHS/NMHS
Jeanina Butcher  Facilitator
Diana Munza  Facilitator

Special Ed Extended School Year
(1/2 days) July 9 – 12 and July 16 – 19, 2018
East Fairmont Middle
Catherine Caver  Instructor
Jerry Retton  Instructor
Stephanie Satanek  Speech Therapist
Portia Tipton  Instructor
East Fairmont High
Laura Goblinger  Speech
Rae-Anna Lowther  Instructor
Debbie Stevenski  Instructor

North Marion High
Sandy Furbee  Instructor
Any Shannon  Speech

5407 SUMMER EMPLOYMENT – Service
Title I – Five (1/2) days a week July 23-27 and July 30-August 3, 2018
Plus (1) extra 1/2 day.
Stacy Butcher  East Park
Michael Efaw  Fairview Elem
Roger Glover  Monongah Elem
Jennifer Hamrick  Blacksheure
John Ice  Rivesville
Larry Mays  Watson
Dave Reynolds  Jayenne

5408 RESIGNATION – PROFESSIONAL EMPLOYEE
Morgan Harvey  Grade 3  Rivesville
Effective: June 30, 2018

Ronda Hopkins  LPN Aide  East Fairmont High
YEAS: Dragich, Montgomery, Pellegrin, Simms & Thomas

Mr. Pellegrin made a motion, seconded by Ms. Thoms to approve the following:

5410 TERMINATION OF EMPLOYMENT - SUBSTITUTE SERVICE
The approval of the termination of William Rollins substitute bus driver for failure to complete the new hire process, effective April 18, 2018.
YEAS: Dragich, Montgomery, Pellegrin, Simms & Thomas

Mr. Montgomery made a motion, seconded by Ms. Thomas to approve the following:

5411 TERMINATION OF EMPLOYMENT - SUBSTITUTE SERVICE
The approval of the termination of Anthony Wilt substitute bus driver for failure to complete the new hire process, effective April 18, 2018.
Mr. Pellegrin made a motion, seconded by Mr. Montgomery to approve the following:

46-6000 DISCUSSION – NEW POLICIES AND REVISIONS-
REVIEWED 04-03-18, 04-19-18

6007 REVISION – 8510 Wellness

6008 REVISION – 5113.01 – INTRA-County Open Enrollment

6009 REVISION – 2431 – INTERSCHOLASTIC ATHLETICS

6010 REVISION – 3270 – DAILY PLANNING PERIOD

6011 REVISION – 3217 – WEAPONS

6012 REVISION – 4217 – WEAPONS

6013 REVISION – 3211 – WHISTLEBLOWER PROTECTION

6014 REVISION – 1411 – WHISTLEBLOWER PROTECTION

6015 REVISION – 3130.01 – TRANSFER
YEAS: Dragich, Montgomery, Pellegrin, Simms & Thomas

46-7000 SUPERINTENDENT’S REPORT

Scholarships
Window Project @ Rivesville School
Energy Funding
Awards partnership @ WFMS
Competition awards @ FSHS
Teacher awards
Recycling at Central Office
Lawyer in the classroom

Mr. Pellegrin made a motion, seconded by Ms. Thomas to approve the following:

46- 8000 MATTERS FROM THE BOARD
8013 STUDENT EXPULSION
The approval of a student to be expelled for once calendar year for violation of the Safe Schools Act.
YEAS: Dragich, Montgomery, Pellegrin, Simms & Thomas
### FUTURE MEETINGS

<table>
<thead>
<tr>
<th>DATE</th>
<th>DAY</th>
<th>PURPOSE</th>
<th>TIME</th>
<th>PLACE</th>
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<tbody>
<tr>
<td>May 21</td>
<td>Mon</td>
<td>Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
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<tr>
<td>May 23</td>
<td>Wed</td>
<td>SPECIAL County Comm.</td>
<td>11:00 am</td>
<td><strong>County</strong> Commission</td>
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<td>June 4</td>
<td>Mon</td>
<td>Regular Session</td>
<td>6:00 pm</td>
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<td>June 18</td>
<td>Mon</td>
<td>Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
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</table>

**ADJOURNED**

Mr. Pellegrin made a motion, seconded by Ms. Thomas to adjourn at 7:38 pm.

**YEAS:** Dragich, Montgomery, Pellegrin, Simms & Thomas  
**NAYS:** 0

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*Thomas Dragich, President*

*Gary L. Price, Superintendent/Secretary*

*Robin Haught, Executive Secretary*
MEMORANDUM

To: Mr. Gary Price  
    Superintendent
From: Randy Farley
Subject: Board Agenda
Date: 5/16/2018

Please request approval to continue the project for "The S.T.E.A.M. Machine" bus, with the purchase of the wrap from Morgantown Printing & Binding.

Fund: Literacy Grant
Amount: $10,208.00
ESTIMATE

Morgantown Printing & Binding
915 Greenbag Road
Morgantown, WV 26508

Tel: 888-292-0001
Fax: 304-292-0283
Email: sales@mp-b.com

Randall Farley
Marion County Board of Education
1516 Mary Lou Retton Drive
Farimont, WV 26554

Quote ref: 43334 / BRD
Fax No: 304-367-2184
Date: 5/15/2018

We are pleased to submit this estimate based on your specifications as follows:

Title: Bus Wrap (Full)
Size: 41' x 7.5'
Graphics: Designed by MPB, 10 hours are included in quote, any additional time is $60/hr if required
Proof: PDF proof
Printing: 4/0
Materials: 3M control tac & 70/30 windo perf with laminate
Bindery: laminate, install at MPB

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Price ($)</th>
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<tbody>
<tr>
<td>1</td>
<td>$10,208.00</td>
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</table>

Delivery: Customer to deliver & pickup bus
Notes:

Terms: All prices exclude tax (where applicable), are valid for 30 days, and are subject to review of artwork or disk. Material prices may be subject to change at time of order placement. All orders are placed subject to our terms & conditions, available on request.

I hope our estimate meets your specifications, approval, and look forward to receiving your instructions to process the order. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Brad Adkins
Estimator
MEMORANDUM

To: Mr. Gary Price  
Superintendent

From: Randy Farley

Subject: Board Agenda

Date: 5/16/2018

Please request approval to enter into an MOA with Fairmont State University for dual credit courses.

Fund: Students pay

Amount – Depends on the number of students enrolled ($23.00 per credit hour)
MEMORANDUM OF UNDERSTANDING

between

MARION COUNTY SCHOOLS

and

FAIRMONT STATE UNIVERSITY

This Memorandum of Understanding (MOU) dated this __ day of 2018 ("Effective Date"), by and between Fairmont State University (FSU), a West Virginia Institution of Higher Education, and Marion County Board of Education on behalf of Marion County Schools (MCS), a West Virginia system of public education. 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 Memorandum outlines the obligations of those participating in this MOU.

Responsibilities of the Parties:

Marion County Schools

1) MCS will identify current high school faculty whose credentials allow them to teach college-level courses as specified by the Higher Learning Commission, the regional accrediting body of FSU.
   a. Qualified teachers must hold a graduate degree in the topic of a dual-credit course or have completed at least 18 credit hours of graduate level work related to the course subject.
   b. FSU shall review the credentials of all MCS faculty wishing to teach dual-credit courses.
2) MCS faculty will adhere to the following:
   a. Use the same textbooks, reading materials, syllabi, assessments, and grading procedures as established by FSU.
   b. Submit to FSU, course grades as directed by FSU’s Registrar.
   c. Allow FSU faculty to observe the course.
3) MCS will identify high school students who are qualified to participate in dual-credit courses;
   a. Will encourage other students to participate in the program;
   b. Will facilitate the student’s enrollment in the offered dual-credit courses, and
   c. Provide the students the textbook or other materials required for the dual-credit course.
4) MCS will compensate the approved MCS Faculty. However, there is no expectation that the approved MCS 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 FSU to provide compensation to the approved MCS Faculty teaching these courses.

Fairmont State University

1) FSU will accept MCS students who meet the admission requirements for the dual-credit program as outlined in the current FSU Undergraduate Catalog.
2) FSU will designate the MCS courses as dual-credit.
3) FSU will charge $25 for each scheduled credit hour in which the students are enrolled.
4) FSU will post all final grades for the college component of the dual-credit course in its student database.
5) FSU will provide official and unofficial transcripts to MCS students as specified in the current Undergraduate Catalog. The student's transcript will be identical to transcripts generated for all students admitted to the institution.

Collaborative Review of Program and Student Academic Information

1) FSU and MCS agree to monitor and support the provisions of this MOU to ensure the quality of academic programming for the benefit of the students of both institutions.
2) FSU and MCS, agree to renegotiate this MOU as necessary. This process will be the responsibility of
FSU’s Provost and Vice President of Academic Affairs, and Marion County’s Superintendent of Schools.

3) MCS acknowledges and agrees that the students’ education records and any personally identifiable information from such education records (collectively “Student Information”) created by MCS and/or provided by the FSU to MCS is subject to the confidentiality provisions of the federal Family Educational Rights and Privacy Act, (“FERPA”) and its implementing regulations. Accordingly, MCS agrees not to disclose or re-disclose any Student Information to any other party without the prior written consent of FSU 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. MCS 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, FSU hereby designates MCS as a FSU 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 MCS to carry out the Program.

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

General Provisions

1) The Parties may modify or amend this MOU 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) FSU and MCS may terminate this MOU 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 MOU.

3) This MOU shall be governed by the laws of the State of West Virginia.

4) This MOU shall be effective as of the date indicated above.

5) In the event either Party is rendered unable, wholly or in part, by force majeure to carry out its respective obligations under this MOU, then on such Party giving written notice and full details of the 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, then the obligations of the Party giving such notice shall be suspended for the period during which the Party is rendered unable to perform.

6) 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 MOU after discussions and agreement.

Dr. Mira Martin, President
Fairmont State University

Gary Price, Superintendent
Marion County Schools
MEMORANDUM

TO: Mr. Gary Price
FROM: Diane Furman
DATE: May 14, 2018

Please request Board approval to contract with the Dinah Might Adventures agency to provide *Notebooking and Foldables Across the Curriculum* workshops on August 17, 2018. All K-12 instructional staff members may attend the program.

The workshops will run from 8:00 AM – 11:00 AM and from 12:30 PM to 3:30 PM. Both sessions will be held at the Robert H. Mollohan Research Center exhibit hall. Dinah Zike, developer and owner, will be the presenter and will also be accompanied by an additional trainer.

The total cost – including speaking fees, materials for 460 teachers and travel – is $14,850.00. The Title II FY 2018 Teacher Quality grant will provide the funding for the program. The line item for the project is 61.40810.12213.341.

If you have any questions about this request, please call at your convenience.
MEMORANDUM

TO: Mr. Gary Price
FROM: Diane Furman
DATE: May 14, 2018

Please request Board approval to contract with Diana Munza and Jeanina Butcher as the coordinators for the summer Math Readiness Academy that will be held July 9 through July 20 at East Fairmont High School and North Marion High School. Both individuals will be paid $3,800.00 for their service. The source of funding is the 2017-2018 county budget for the Math Readiness Academy. The contract is dependent upon sufficient student enrollment in the program.

The Academy is offered to the incoming freshmen students for the purpose of providing instruction for those who struggle in mathematics and who may have been recommended for placement in the Algebra I Support course. The Academy will provide students with additional experiences that will enable them to transition from the middle school math program to the more rigorous high school curriculum.

In advance of the Academy, Mrs. Munza and Mrs. Butcher will develop the curriculum that will be taught. The curriculum will focus on the standards that are essential for success in Algebra I. They will prepare all of the teachers’ instructional materials and activities that will be utilized during the Academy. Mrs. Munza and Mrs. Butcher will also meet with the instructional staff one day prior to the Academy for the purpose of reviewing the instructional materials and preparing classrooms for the students.

During the Academy, Mrs. Munza and Mrs. Butcher will each supervise one of the sites. They will be responsible for organizing the staff, the materials required, as well as preparing pre and post assessments to determine the impact of the program on the students’ readiness for Algebra I.

At the end of the program, all parents will receive a report identifying the strengths and weaknesses of their child’s ability to be successful in Algebra I. Recommendations for placement or removal from the Algebra I Support course will also be made.

If you have any questions about this request, please call at your convenience.
DATE: May 7, 2018
TO: Mr. Price
FROM: Chad Norman
RE: Board Agenda Item

I am requesting approval 2nd Gear in the amount of $83,250.00 for the purchase of E5540 Dell Laptops for the 2018 Teacher laptop Exchange. Funding: Technology
## Account Name: Marion County Schools WV (MAR152)  
## Proposal Number: PRP-37487-L6P6  
## Date: 4/11/2018

### Rep Contact Info:
Joshua Stranathan  
Account Executive  
2NDGEAR  
1818 Pol Sprng Road, Suite 102  
Lutherville, MD 21093  
Phone: 443-725-5365  
Fax: 443-588-3888  

joshuas@2NDGEAR.com

### Bill To:
Attn: Chad Norman  
Marion County Schools WV  
200 Gaston Ave  
Fairmont, WV 26554  
Phone: 3043672100

### Remit To:
2NDGEAR  
Accounts Receivable  
611 Anton Blvd, Ste 700  
Costa Mesa, CA 92626

<table>
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<tr>
<th>Qty</th>
<th>Mfr</th>
<th>Description</th>
<th>Limited Warranty</th>
<th>Unit Price</th>
<th>Ext Price</th>
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<tr>
<td>185</td>
<td>DELL</td>
<td>E5540 15.6&quot; Laptop Intel Core i5-4300U 1.9GHz 8GB RAM 240GB SSD CAM DVD 10-Key Pad Windows 10 Pro 64bit Battery with AC Adapter</td>
<td>3 Year Advance Replacement Warranty, 1-Year New Battery</td>
<td>$450.00</td>
<td>$83,250.00</td>
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</table>

**Limited Warranty Period(s):** As specified above.

**Delivery Terms:** 2 weeks after acceptance of order by 2NDGEAR

**Freight Terms:** FCA Origin

**Proposal Expiration Date:** While Quantities Last

**Payment Terms:** Net 30 from 2NDGEAR’s issuance of invoice  
The price shown includes a 3% discount for payments made by cash, check or wire transfer.  
If payment is made by credit card, or through a third party payment processor, the 3% cash discount will not be available.

**Additional Comments:**

### Dollar Buyout Purchase Option

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<td>$2,605.73</td>
<td>$2,480.85</td>
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**Agreed to and Accepted by:**

**Signature:**  
**Name:**  
**Title:** Administrative Assistant  
**Date:** 4/15/2018

---

*Subject to credit approval and execution of 2NDGEAR Capital Lease Agreement  
The Sales terms and Limited Warranty terms governing this Proposal can be found at:  
2NDGEAR Sales Agreement Terms and Conditions  
2NDGEAR Leasing  
2NDGEAR Replacement Warranty

2NDGEAR: 7012 Belgrave Ave, Garden Grove, CA 92841- US
AGREEMENT

THIS AGREEMENT entered into as of May 4, 2018, by and between the Marion County Board of Education Office of Child Nutrition and Marion County Parks and Recreation Commission (MCPARC).

Marion County Board of Education Office of Child Nutrition agrees to provide meals beginning July 2nd and ending on August 2nd, 2018 to MCPARC for the sites listed below. These meals will be provided Monday through Thursday, there will be no meal service on Friday’s. Also, meals will not be provided on the following days: July 4th and August 2nd.

The following sites will be vended from North Marion High School:
- Grant Town
- Farmington
- Mannington
- Fairview
- Barrackville

The following sites will be vended from East Park Elementary:
- East Marion
- Montana Mines
- 5th Street
- Windmill

All meals will be provided at a cost of $4.50 each for each meal that is ordered (approximately 200-250 daily). A delivery ticket will be signed by both the cook and the MCPARC representative to verify meal count accuracy. All meal counts must be called in to North Marion High School and East Park by 9:15 AM daily and be picked up by MCPARC before 11:30 AM.

Marion County Board of Education Office of Child Nutrition will invoice MCPARC for all meals provided on July 31st and August 2nd, 2018.
Marion County Board of Education  
1516 Mary Lou Retton Drive  
Fairmont, WV 26554

By: ________________  
Gary L. Price, Superintendent  
Date: ________________

ATTEST: ________________  

Marion County Parks and Recreation Commission (MCPARC)  
PO Box 1258  
Fairmont, WV 26554

By: ________________  
Tony Michalski, Director  
Date: ________________

ATTEST: ________________  
Date: ________________
May 4, 2018

Gary Price, Superintendent  
Marion County Schools  
1516 Mary Lou Retton Drive  
Fairmont, WV 26554

Mr. Price,

The Rivesville School Foundation is requesting the Board of Education’s support in assisting with our window replacement project. Enclosed is the proposal from S & M Glass to replace the damaged window glass at Rivesville Elem / Middle School. The window project total cost will be $15,000.00. The Rivesville School Foundation has agreed to pay $8000.00 toward the window glass replacement project. I am requesting the Board of Education to fund the remaining balance of $7000.00.

Your continued support for Rivesville Elementary / Middle School is greatly appreciated by the students, parents and the community.

Respectfully,

Frank Moore  
Principal

Frank Moore, Principal
Tyson Furgason, Assistant Principal
Proposal

S&M Glass Inc.

Phone

Date: 3-26-18

Salary: Rivesville Elementary

Job Location: Rivesville Elementary

We hereby extend specifications and estimates for:

Replacement Glass - Burke Pane Clear

- Section 5 - Windows
  - Add $230 for Low E

Main Building Tennis Side
Main Entrance

- Front - 46
- Back - 38
- Total 78 Glass
  - $109 Each
  - Total $8502

Gym - 38 Glass
  - $103 Each
  - Total $3914

Cafeteria - 6 Glass
  - $1360 Base Price
  - Add - $360 - For Gray Hints

This Quote Does Not Include Cleaning of Glass or Framing.

Note: Several Balance Arms are bad. There is 2 per Sash App. 15.

Each Sash 1/2 broken missing 5/16 Glass Ext. 2 Per Sash Labor $60.

Per Sash - Balance Arms Keep Sash Up. There is 2 Sashes Per Window. No Idea how many bad - would be closer if WBE.

Authorized Signature: Bob Martin

Cost:

5,000.00

55,250.00

Total Cost:

5,000.00

55,250.00

Date of Acceptance:

5/20/18

Signature:

FBC Oct
Ms. Haught,

I am requesting the following information from Bearcom Wireless Worldwide to be placed on the board agenda for approval.

This purchase of this repeater, 24 port switch, and support system will be placed at the Whetstone Tower (northern end of the county) and support radio communication throughout the entire county.

We currently have 5 to 7 buses that are without radio communication for extended period of time in the morning and afternoon runs.

Amount: $44,019.23

Account: Transportation

Purpose: To eliminate areas in the county where our school bus drivers have no radio contact with our home base (7th street).
## Recommendation

**Customer:** MARION COUNTY BOARD OF EDUCATION  
**Address:** 1516 MARY LOU RETTON DRIVE  
**City:** FAIRMONT WV 26554-2204

**Customer Contact:** JOE BOSNICK  
**Phone Number:** 304-384362/161.2  
**Email:** joseph.bosnick@k12.wv.us

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Visit our Web site at: www.BearCom.com
**Infrastructure Service Agreement:**

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<td>390.00</td>
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</table>

*Service availability, terms and conditions apply. See your BearCom account executive for details.*

**How We Are Different**
BearCom’s Professional Service Group manages the largest independent wireless equipment service repair depot in America. Our team provides radio repair, field service, engineering, project management, systems integration, and customer service. We offer CSC service locations (USMSS), service level agreements, and first through third-level support with dispatch.

**Service Level Agreements**
An easy repair or quick service call could become costly without the proper service agreement. BearCom offers simple, cost-effective plans that could save you thousands of dollars in future repairs or service. We will customize a service agreement based on your specific needs.

The three levels of support are:

- **Bronze:** Monday through Friday support with on-demand pickup of mobile and portable radio products, on-site troubleshooting and repair of infrastructure-related communications equipment, and quarterly preventative maintenance schedule.

<table>
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<th>Severity Level</th>
<th>Description</th>
<th>Phone Response Time</th>
<th>On Site</th>
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<tbody>
<tr>
<td>1</td>
<td>Mon-Fri, 8:00 a.m. - 5:00 p.m. response to catastrophic failures that detrimentally impede operations or jeopardize safety of personnel</td>
<td>4 hours</td>
<td>Same day (after hours T&amp;M rates will be charged for work performed after service hours)</td>
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<td>2</td>
<td>Mon-Fri, 8:00 a.m. - 5:00 p.m. response to failures that degrade business operations but do not impact safety of personnel</td>
<td>4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day)</td>
<td>Same day (for work performed during business hours, if not, will be addressed next business day)</td>
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<td>Mon-Fri, 8:00 a.m. - 5:00 p.m. response to degraded communications that do not significantly impact business operations or safety of personnel</td>
<td>4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day)</td>
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- **Silver:** Monday through Sunday support with weekly scheduled pickup and delivery of mobile and portable radio products, on-site troubleshooting and repair of infrastructure-related communications equipment, and quarterly preventative maintenance schedule.

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<th>Description</th>
<th>Phone Response Time</th>
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<td>4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day)</td>
<td>Next business day</td>
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- **Gold:** Monday through Sunday, 24-hour support with weekly scheduled half-day on-site technician providing real-time repair on minor access repairs, on-demand and on-site troubleshooting and repair of infrastructure-related communications equipment, and quarterly preventative maintenance schedule. Board-level failures will be picked up and delivered to the closest BearCom branch in the city supporting our custom

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<th>Severity Level</th>
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<td>4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day)</td>
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Quote valid until 05/30/18 Confidential and Proprietary

Customer Signature

Check with your Bearcom executive for current Motorola financing promotions through LCA

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</table>

Click on the Link to APPLY NOW: http://mylease.leasecorp.com/bearcom

Bryan Murray
Account Executive
Bryan.Murray@BearCom.com

PITTSBURGH Office

More details on the following page.

Visit our Web site at: www.BearCom.com
RE: Marion County Repeater

Bryan Murray <bryan.murray@bearcom.com>

Fri 5/4/2018 4:41 PM

To Chad Norman <cnorman@k12.wv.us>;  
Cc Joseph Bosnick <joseph.bosnick@k12.wv.us>; Ron Schmuck <rschmuck@k12.wv.us>; Lisa McIntire <lmcintire@k12.wv.us>; Gary Price <gprice@k12.wv.us>

1 attachments (115 KB)
UpdatedMarion_Co_BOE_Proposal.pdf;

Hello Chad,

So sorry for the delay on this. The shop has been very busy this week. We had to add 2 Routers to the Quote and a Cabinet. Everything else looks good to go. (Since the last quote we have had to add routers to other similar projects.) I should be able to get you a price for the recorder before your meeting on Monday. I am still waiting from one of our vendors for the numbers.

Bryan

Bryan Murray  
Account Manager, Bearcom  
Wheeling, Morgantown, Pittsburgh

M 304-639-4905 | O 412-392-0220 

Ask me how BearCom can help your organization improve communications, productivity, and security with our wireless video, voice, and data solutions!

Bryan Murray  
Account Executive

3229 Spruce Way  
Pittsburgh, PA 15201  
412-392-0220 Office  
412-392-0362 Fax  
http://BearCom.com/location/Pittsburgh/

https://outlook.office.com/owa/?realm=k12.wv.us&exsvurl=1&ll-cc=1033&modurl=1  
5/7/2018
MEMORANDUM

To: Mr. Gary Price
   Superintendent
From: Randy Farley
Subject: Board Agenda
Date: 4/30/2018

Please request approval to renew easyCBM subscriptions from Houghton Mifflin Harcourt for the 2018-2019 school year. This program helps us to equip teachers with tools for universal screening, progress monitoring, skill grouping and highlighting needed instructional probes for English Language Arts improvement.

Fund – County
Total - $32,500.00
2018 easyCBM® Full Year Order Form (Orders cannot be processed without completing this form)

Date 4/15/2018

BY SUBMITTING THIS FORM, I AGREE TO ALL TERMS AND CONDITIONS OF THE SUBSCRIBER AGREEMENT (SEE PAGE 4).

Payment Information

Please enclose a check, money order, or valid purchase order with all orders.

☐ Purchase Order enclosed. Number
☐ Check enclosed. Number
☐ Money Order enclosed.

Charge to: (See note above)

Name: Randall Farley
Position: Chief Instructional Leader
Organization: Marion County Schools
Billing Address: 1516 Mary Low Patton Dr
City: Fairmont
State: WV
Zip: 26554
Phone: 304-367-2100 Fax: 304-367-2184
Email: rdfarley@k12.wv.us

Sold to: (If different from billing address)

Name:
Position:
Organization:
Shipping Address:
City:
State:
Zip:
Phone: ( )
Fax: ( )
Email:

REQUIRED INFORMATION (YOUR ORDER WILL NOT BE PROCESSED WITHOUT THIS INFORMATION)

Test Administrator: (Please list the contact who will be the easyCBM Account Holder) Note: This person is the primary test and IT contact, assigns roles, and gives permissions.

Name: Sherry Copley
Position: Curriculum Coordinator
Phone: (304) 367-2100 x155
Email address: sxcoleby@k12.wv.us

Data Administrator: (If different from Test Administrator) Note: This person will be responsible for school system radioing files.

Name:
Position:
Phone: ( )
Email address:

Continued, next page

Prices are valid until December 31, 2018 and are subject to change without notice.

hmhco.com • 800-323-9540
2018 easyCBM Full Year Order Form, Continued

Per Student License – Unlimited Use

<table>
<thead>
<tr>
<th>Item</th>
<th>Code Number</th>
<th>Price per Student</th>
<th>Number of Students</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>easyCBM: Initial**</td>
<td>1493821</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>easyCBM: Expansion</td>
<td>1493823</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>easyCBM: Renewal, 1 Year</td>
<td>1493822</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>easyCBM: Renewal, 2 Years</td>
<td>1635326</td>
<td>$10.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Full Year Licenses run from July 1, 2018 to June 30, 2019.

Training and Professional Learning

REQUIRED* New Customer easyCBM Training (Allow 4 weeks for site set-up and training before initial year testing.)

There are three required trainings for all initial easyCBM customers. Training covers the initial Set-up of the system, Administration Training and Product Training. These trainings can be done as a series of three web-based trainings or as two web-based trainings and as a full day of onsite Product Training. If you elect to deliver the training online, the Set Up call must occur prior to the onsite session. For a comprehensive listing of training and professional courses, please visit our website http://hmhco.com/.

**Minimum purchase of 200 licenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Code Number</th>
<th>Quantity</th>
<th>Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Course 1: easyCBM Initial Set Up Overview Training</td>
<td>1622292</td>
<td>REQUIRED*</td>
<td>Included with purchase</td>
<td></td>
</tr>
<tr>
<td>Course 2: easyCBM Administration/Implementation Webinar Training</td>
<td>1618201</td>
<td>REQUIRED*</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>Course 3: easyCBM Product Training Webinar</td>
<td>1591424</td>
<td>REQUIRED*</td>
<td>$200.00</td>
<td></td>
</tr>
</tbody>
</table>

Note: A cancellation fee of $2,950 will be charged for any full-day training session that is not cancelled more than 72 hours before the scheduled start time.

Continued, next page

** Minimum purchase of 200 licenses as an initial purchase.

Prices are valid until December 31, 2018 and are subject to change without notice.

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### Training and Professional Learning, continued

<table>
<thead>
<tr>
<th>Item</th>
<th>Code Number</th>
<th>Quantity</th>
<th>Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>easyCBM Product Training</td>
<td>1591243</td>
<td></td>
<td>$2,959.00</td>
<td></td>
</tr>
<tr>
<td>This three hour onsite training covers a review of measures/benchmark tests, progress monitoring reports, creating groups, setting interventions and goals in a hands-on computer lab setting. This training is typically provided for users at all levels including Building Administrators and Teachers. This session can be repeated twice in one day. If you are ordering this training you will also need to order Course 1: easyCBM Initial Setup Overview Training and Course 2: easyCBM Administration/Implementation Webinar Training from the previous page.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>easyCBM, Fundamentals of Tiered Instruction</td>
<td>1591240</td>
<td></td>
<td>$2,599.00</td>
<td></td>
</tr>
<tr>
<td>This onsite professional development course provides for a better understanding of the tiered instruction model and the implementation considerations of an effective RIT program. Utilization of easyCBM as a tool for every tier to create a strong universal system of support. Research-based best practices for instruction and behavioral interventions are shared. Participants: This basic training is typically provided for users at all levels including Building Administrators and Teachers, maximum 25 participants.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Optional Onsite Training Subtotal**

**Ordering Details**

1. Complete and submit order form. By submitting this form, I am agreeing to all terms and conditions of the Subscriber Agreement (see page 4).

2. Fax completed order form and purchase order to 630.467.7192 or send to H&H Customer Experience Support—Assessments, 255 38th Avenue, Suite L, St. Charles, IL 60174. Scan your order form and purchase order and email it to AssessmentsOrders@hmhco.com. For general questions and/or updates, call H&H Customer Experience Support—Assessments at 809.323.9540.

**Product Order Subtotal**

**State Sales Tax**

**Training Requirements Subtotal**

**Optional Onsite Training Subtotal**

**Order Total**

*Sales tax not charged for training.*

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**How to Place Your Order:**

Via email: AssessmentsOrders@hmhco.com

Via fax: 630.467.7192

Via phone: 800.323.9540

Inquiries may be directed to: AssessmentsCG@hmhco.com

For more information, please visit hmhco.com/H&HAssessment

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Prices quoted are subject to change without notice. All orders will be filled at prices in effect upon receipt of your order. To obtain the most up-to-date pricing, please call Houghton Mifflin Harcourt at 800.323.9540 or visit us online at hmhco.com.

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EASYCBM SUBSCRIBER AGREEMENT

Terms and Conditions of Use

EASYCBM service (the "Service") is a web-based e-forms and progress monitoring reporting service that permits school districts and agencies to enter student EASYCBM data and administrative data (collectively "Data") and generate automated reports. EASYCBM is operated by the Behavioral Research and Training center ("BRT") at the University of Oregon. The Houghton Mifflin Harcourt Publishing Company ("HMH") is the exclusive distributor of the EASYCBM service.

Upon completion of the attached Order Form, and payment to HMH, you, as a Subscriber, hereby agree to be legally bound by the terms and conditions of this Agreement.

1. Definitions. All terms in this Subscriber Agreement, the following terms shall have the meanings set forth below:
   - "Agreement" means this Subscriber Agreement and the Order Form.
   - "Order Form" means the order form attached to this Agreement that includes pricing and subscription information regarding Subscriber's purchase of the Service and associated training.
   - "Subscriber" means the HMH authorized purchaser of the Service who has agreed to be bound to the terms and conditions of this Agreement by signing the order form in the required field.
   - "Users" means individuals who are authorized by Subscriber to use the Service.

2. Upon payment and execution of this Agreement, HMH grants to Subscriber, a limited, non-exclusive, revocable license to permit Users access to the Service pursuant to the terms and conditions hereunder, and the non-exclusive, non-transferable, right to do the following for non-commercial education and research purposes only: access the EASYCBM System; enter Data into the EASYCBM System; and use, analyze and report data within the EASYCBM System (to use: access the Service, enter Data, receive and analyze reports). Subscriber shall not use the EASYCBM System for any other purpose. Subscriber must contact HMH to request permission to use the EASYCBM System for any other purpose.

3. Subscriber will provide, or shall require its Users to provide, or have access to the Service through Internet connection (from the classroom, home, or wherever there is a reliable Internet connection).

4. Subscriber will designate an administrator (the "Facilitator") on the order form to serve as the primary point of contact regarding the use of the Service (the "Administrative"). This Administrator will:
   - Disseminate information to Users regarding access to and use of the Service;
   - Provide subscription information, if applicable (for example, where Users are located or assigned to HMH and/or HMH Customer Support);
   - Provide required account information to the HMH Account Manager and/or HMH Customer Support;

5. Subscriber will have an EASYCBM account established via HMH wherein Users, each identified by a required unique user name and password are able to log in to the Service, either through the Service, via links on other sites whose Data can be accessed, in addition, Subscriber hereby grants HMH and its duly authorized licensees permission, to the extent that it may be required, to use the district, school or institution name is endorsing and promotional materials.

6. Notwithstanding anything to the contrary in this Agreement, Subscriber understands and agrees that the Service and all included content is not identifiable information and such data is not personal data, and it is Subscriber's responsibility to ensure that all information is properly collected and organized. Subscriber understands and agrees that the Service may not be used for any other purpose or be provided to any other party, than as described herein (including the Order Form).

7. HMH will maintain and provide Subscriber with access to creating and reporting data for the Subscriber's current contract period (typically twelve (12) months) without limited by special promotions and fulfillment account access based on 10/1/19 pricing. It is the Subscriber's responsibility, if they wish, to preserve any storing and reporting data for their users from 10 previous contract periods or for purposes in a timely manner.

8. HMH will provide a user manual and associated guides, in electronic format available from the EASYCBM service after login, containing information on EASYCBM functionality.

9. HMH will record the number of students using the system by Subscriber's Users, or number of user registrations during the subscription period, and notify the Subscriber near the end of the Agreement of any additional Service Fees that exceed the number originally purchased by the Subscriber. If no increase in fees will be sent to the Subscriber to reconcile with the number of students actually using the Subscriber's account. This invoice will be sent whether a purchase order has been received from the Subscriber or not, and whether the amount of the purchase order that is submitted by the Subscriber is correct or not. All Service Fee payments shall be due and payable within forty (40) days of Subscriber's receipt of final invoice from HMH. Any payments provided by Subscriber to HMH shall be irrevocable and shall be made in U.S. dollars. Subscriber is solely responsible for ensuring that such payments are made to HMH in accordance with this Section.

10. The Subscriber in this Agreement shall be bound to not use the Service, but no party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

11. Subscriber shall be solely responsible for whom it permits to be Users of the Service. Subscriber further agrees that it shall be solely responsible and liable for all Users of the Service and for any information or materials submitted to the Service via Subscriber's EASYCBM account and/from the Service to/from any User a User name, User password, or any other User information associated with the Service. Subscriber understands and agrees that the Service may not be used for any other purpose, or be provided to any other party, than as described herein (including the Order Form).

12. Except as expressly provided by this Agreement, Subscriber may not, LICENSE, ASSIGN or otherwise transfer this Agreement or its RIGHTS OR OBLIGATIONS HERUNDER to any PERSON OR ENTITY. Subscriber shall indemnify and hold HMH and BRT harmless from any and all claims arising out of the use of the Service or due to the storing or reporting to determine placement(s) of, and graders for, students.

13. Subscriber agrees that the privacy of information and score data is the sole responsibility of Subscriber and its Users. User names, User identification, passwords, and scoring and reporting data are maintained by HMH on a secure server. HMH does not share User Information with anyone and (a) without the written consent of the User or (b) at Subscriber's own request.

14. HMH and BRT shall retain ownership of and proprietary rights, including but not limited to, patent, copyright, trademark and trade dress in the EASYCBM online assessment system, including the website and progress monitoring reporting systems, manuals, resources, as well as any other HMH and/or BRT materials, software programs, and associated technologies, concepts, and methodologies that may be used to provide services under this Agreement.

Press quotes are subject to change without notice. All orders will be filled at prices in effect upon receipt of your order. To obtain the most up-to-date pricing please call Houghton Mifflin Harcourt at 800.323.9540 or visit us online at hmhco.com.

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TO: Mr. Price
FROM: Gia Deasy
SUBJECT: Board Approval
DATE: May 11, 2018

Please place this request on the next board agenda.

Board approval is requested for the following contracted service:

- Amy McGrew, to provide Orientation & Mobility Services to eligible students that are eligible for services through the Extended School Year for July 2018. Services funded through County Funds.
Contractual Agreement
Extended School Year 2018

THIS CONTRACTURAL AGREEMENT made and entered into on this 16th day of April, by and between Amy McGrew, 137 South Florida Street, Buckhannon, WV 26201, party of the first part, hereinafter referred to as “Contractor” and Marion County Board of Education, 1516 Mary Lou Retton Drive, Fairmont, WV 26554, party of the second part, hereinafter referred to as “County.”

WHEREAS, the Contractor hereby agrees to provide O&M Services to eligible students eligible for services through the Extended School Year (ESY) for July, 2018.

PERIOD OF TERM: Beginning July 1, 2018, through July 30, 2018.

COMPENSATION: County will pay the Contractor at an hourly rate of $150.00, as well as mileage (at 54.5 cents per mile) within the Marion County School district. Payment will be made upon receipt of an itemized billing statement documenting the date, student served and service provided. These statements shall be delivered to the Marion County Board of Education Department of Special Education on August 1, 2018.

GENERAL CONDITIONS:

1. The contractor agrees to perform all of the required services as aforementioned in an efficient and appropriate manner.

2. The County will provide the contractor with a list of students for students requiring services.

3. The contractor agrees to provide services and documentation aligned with the IEP and ESY goals and services.

4. The contractor will work in contact with and report all activities to the Marion County Board of Education Director of Special Services.

5. Services will be paid from county funds upon submission of invoice.
6. The contractor agrees to abide by the West Virginia Regulations for the Education of Exceptional Students and the Federal Individuals with Disabilities Education Act, and any revisions or modifications thereto.

7. The contractor will be responsible for maintaining appropriate confidentiality for all information. Breaches of confidentiality will be grounds for the immediate termination of the contract.

8. The contractor, in executing this contract, agrees, unconditionally, and expressly hereby waives any right to Workers Compensation benefits, Federal and State tax withholdings, FICA withholding/benefits, Unemployment Compensation benefits, any and all liability insurance coverage(s), retirement withholding benefits, seniority rights, and/or any other rights and privileges afforded regular employees of the County.

9. THIS AGREEMENT constitutes the entire contract between the Contractor and the County with respect to services covered by this agreement and no representation or statements not expressed herein shall be binding. The terms and conditions herein shall prevail notwithstanding any variance.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date and year first above written.

______________________________  
Amy McGrew  
Contractor

______________________________  
Gia Deasy  
Administrative Assistant for Special Education

______________________________  
Gary Price  
Superintendent

Contracted Services are funded through County Funds.
EMCOR Services Scalise Industries is pleased to provide the following proposal to...

- Install Condenser Coil for RTU 7

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:

NINE THOUSAND, FIFTY SIX DOLLARS... TOTAL: $9,056.00

Payment to be made as follows: Net 30 days

All material is guarantied 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 or 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 in this Service Agreement.

3. Access, Temporary Services, and Cleanup. Unless otherwise stated in the Scope of Work, the following services and utilities will be furnished by CUSTOMER or others to provide safe and reasonable working conditions for the progress and completion of the Work:
   (a) Timely access to and ingress throughout the site and the structures for the hoisting and placement of SCALISE’s equipment and materials;
   (b) Timely access to areas and equipment to allow SCALISE to install, start, and stop the equipment 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;
   (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 to the Work within SCALISE’s general scope. If such changes 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. a) Warranty. SCALISE will repair or replace any construction work performed by it or its subcontractors that is found to be defective in material 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.

   b) All parts provided by Scalis Industries will be warranted for a period of 90 days from the date of installation unless the parts manufactured provide different warranty terms. The warranty covers parts only, labor will be charged at contracted rates.

   c) With respect to all equipment within the Scope of Work that is procured by SCALISE from outside manufacturers or vendors, SCALISE will use its best good faith efforts to obtain similar warranties from these manufacturers or vendors. SCALISE will pass on for the benefit of CUSTOMER all such warranties. Further, SCALISE agrees to act on behalf of the CUSTOMER for purposes of enforcing such warranties with respect to equipment furnished by outside sources.

   d) Repair or replacement of items not provided by SCALISE is excluded from this Warranty. This Warranty is conditioned upon proper operation and maintenance by CUSTOMER and will not apply if the failure is caused or contributed to by accident, alteration, abuse, misuse, failure to properly operate the system, or other causes beyond the control of SCALISE. Only SCALISE’s personnel or agents will be permitted to perform the Warranty work. If a Warranty call is made and inspection indicates a condition that is not covered under this Service Agreement or this Warranty, SCALISE will be reimbursed for its services.

   e) THIS WARRANTY IS THE EXCLUSIVE REMEDY FOR DEFECTS IN SCALISE’S WORK AND IS IN LIEU OF ANY OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR AN INTENDED USE.

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 or 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 equivalently 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. If 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.
Marion County Schools – BOOSTER INFO / 2018-2019

School: Fairview Elementary

Booster Group: P.T.O.

Aligning County Booster Organizations with WV State Accounting Procedures

- All booster groups must follow the "Accounting Procedures Manual For The Public Schools In The State Of West Virginia".
- All booster groups must have approved by-laws with a president, vice president, secretary, and treasurer. All booster groups must have voted on and approved officers.
- The date of the election of officers is to be submitted to the school principal.
- All booster fundraisers must be approved and placed on the school fundraiser calendar.
- All booster groups must have their own one million dollar liability insurance policy.
- Documentation of liability insurance policy must be submitted to school principal.
- Booster organizations may elect to deposit monies in the school account with a separate title. If money is in school account with FEIN number they do not need liability insurance.
- Elimination dinner money cannot be deposited into school account.
- Booster groups must provide financial records at the end of the year to principal.

1) Name of booster Group: Fairview Elementary P.T.O.

2) Booster Group by-laws submitted by September 1st of each year: (UPDATED) Yes

3) Date of the election of booster officers: 4/24/18

4) Name of booster President: Rebecca Ceniglio Phone # 304-612-2552

5) Name of booster Vice President: Devin Spears Phone # 304-866-0149

6) Name of booster Secretary: Shannon Batsone Phone # 304-612-1820

7) Name of booster Treasurer: Jodi Bell Phone # 304-612-6562

8) Booster fundraisers listed on school fundraiser calendar in the main office: Yes

9) Proof of booster Liability Insurance to principal: Yes Date submitted: 9/1/17
Marion County Schools – BOOSTER INFO / 2018-2019

School: Jaycine Elementary

Booster Group: Jaycine PTO

Aligning County Booster Organizations with WV State Accounting Procedures

- All booster groups must follow the "Accounting Procedures Manual For The Public Schools In The State Of West Virginia".
- All booster groups must have approved by-laws with a president, vice president, secretary, and treasurer. All booster groups must have voted on and approved officers.
- The date of the election of officers is to be submitted to the school principal.
- All booster fundraisers must be approved and placed on the school fundraiser calendar.
- All booster groups must have their own one million dollar liability insurance policy.
- Documentation of liability insurance policy must be submitted to school principal.
- Booster organizations may elect to deposit monies in the school account with a separate title if money is in school account with FEIN number they do not need liability insurance.
- Elimination dinner money cannot be deposited into school account.
- Booster groups must provide financial records at the end of the year to principal.

1) Name of booster Group: Jaycine PTO

2) Booster Group by-laws submitted by September 1st of each year: (UPDATED) yes

3) Date of the election of booster officers: May 2019

4) Name of booster President: Emily Swain Phone: #304-816-1359

5) Name of booster Vice President: Jamie Miller Phone: #304-612-2233

6) Name of booster Secretary: Amy Candy Phone: #304-288-2236

7) Name of booster Treasurer: TBA Phone: #

8) Booster fundraisers listed on school fundraiser calendar in the main office: yes

9) Proof of booster Liability Insurance to principal: yes Date submitted: 7/1/18
(COMPLETE BACK OF THIS FORM)

10) Financial records submitted to the principal at the conclusion of the season:  Yes

11) Principal is to receive 2 copies of the annual financial statements by each school support organization:  Yes

12) An inventory of all uniforms, equipment, and other team merchandise has been submitted to the school principal.  No  Equipment

13) All items provided to athletes and coaches to be returned at the end of the year. ___

Signatures

Principal

(Submit to Superintendent prior to June 1)

Superintendent

(To be approved by Board first meeting in July)

FILE WITH TREASURER OF MARION COUNTY BOARD OF EDUCATION.
MEMORANDUM OF UNDERSTANDING

Between

MARION COUNTY BOARD OF EDUCATION

and

BARBOUR COUNTY BOARD OF EDUCATION

This Memorandum of Understanding ("MOU") sets forth the terms and understanding between Marion County Board of Education ("Service Provider") and Barbour 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 5 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 Barbour 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 Barbour 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 Barbour County Board of Education shall become effective on July 1, 2018 and end of June 30, 2019.