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

The Marion County Board of Education met in a Regular Session on Monday, July 30, 2018 at 10:00 am.

President Ms. Thomas called the meeting to order at 10:04 am.

MEMBERS PRESENT: Mrs. Costello, Mr. Dragich, Mr. Montgomery, Mr. Pellegrin, and Ms. Thomas

ABSENT: Mrs. Costello

5-1000 INFORMATION – RECOGNITIONS – RECOMMENDATIONS – REPORTS

To address the Board Members, you MUST Sign-in on the clipboard in the conference room prior to 5:55

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

5-2000 MINUTES – AGREEMENTS – CONTRACTS

2039 MINUTES
The approval of the Official Proceedings for the Regular meeting on July 16, 2018.

2040 MINUTES
The approval of the Official Proceedings for the Regular meeting on July 19, 2018.

2041 R.M HUFFMAN - FSHS FIELD HOUSE – FLOOR FINISHING PROJECT
The approval of the quote from R.M. Huffman Company to refinish the floor at the Fairmont Senior High School Field House, in the amount of $5,344.00. FUNDING: Maintenance

2042 PITNEY BOWES – LEASE AGREEMENT – CHILD NUTRITION
The approval of the lease agreement with Pitney Bowes for Child Nutrition for a term of 60 months with quarterly billings for the first 12 months at $839.37 and the additional 48 months at $1,008.66. FUNDING: Child Nutrition
2043 **ALPHA TECHNOLOGIES – ACCESS POINTS – NMHS & EW STADIUM**
The approval of the quote from Alpha Technologies to install Meraki Wireless outdoor access points for North Marion High School and the East West Stadium, in the amount of $15,396.00. FUNDING: Technology

2044 **THRASHER – CONSIDERATION OF FUTURE PROJECTS**
The approval of the quoted cost estimate from Thrasher for drilling test bore holes in consideration of a future project for a practice field at EFHS, in the amount of $8,455.00. FUNDING: Maintenance

2045 **ST. PATRICK CATHOLIC CHURCH – LEASE AGREEMENT**
The approval of the lease agreement with St. Patrick Catholic Church for the 2018-19 SY, in the amount of $200.00 per month. FUNDING: County

2046 **ERIC EFAW – LEASE AGREEMENT**
The approval of the lease agreement with Eric Efaw for the 2018-19 SY, in the amount of $4,800.00. FUNDING: County

2047 **VIGLIANCO – INVOICE**
The approval of the payment to Arlene J. Viglianco, for the Locust Avenue/Field Street Parking Lot Lease, in the amount of $11,417.70. FUNDING: County

2048 **MORGANTOWN PRINTING & BINDING – S.T.E.A.M. MACHINE BUS WRAP**
The approval of the quote from Morgantown Printing and Binding for “The S.T.E.A.M. Machine” ADA Bus wrap, in the amount of $6,865.00. FUNDING: Literacy Grant

2049 **BOOSTER – FSHS CROSS COUNTRY**
The approval of the Fairmont Senior High School Cross Country Booster Group for the 2018-19 SY.

2050 **BOOSTER – FSHS SOCCER BOYS/GIRLS**
The approval of the Fairmont Senior High School Soccer Booster Group Boys/Girls for the 2018-19 SY.

2051 **BOOSTER – FSHS BAND**
The approval of the Fairmont Senior High School Band Booster Group for the 2018-19 SY.

2052 **BOOSTER – FSHS POLAR BEAR FOOTBALL**
The approval of the Fairmont Senior High School Polar Bear Football Booster Group for the 2018-19 SY.
2053 **BOOSTER – FSHS SWIM TEAM**
The approval of the Fairmont Senior High School Swim Team Booster Group for the 2018-19 SY.

2054 **BOOSTER – FSHS WRESTLING**
The approval of the Fairmont Senior High School Wrestling Booster Group for the 2018-19 SY.

2055 **BOOSTER – FSHS POLAR BEAR LACROSSE**
The approval of the Fairmont Senior High School Polar Bear Lacrosse Booster Group for the 2018-19 SY.

2056 **THINKING MAPS, INC. – PROFESSIONAL LEARNING DAY**
The approval of the quote from Thinking Maps, Inc. for Professional Development, in the amount of $29,775.00. FUNDING: Early Literacy Grant

2057 **CONTRACT – WVU PRE-SERVICES TEACHER CANDIDATES**
The approval of the contract agreement with West Virginia University for on-site coordination of its pre-service teacher candidates for the 2018-19 SY, in the amount of $10,000.00. FUNDING: County

2058 **ESCHOOL SOLUTIONS – ONLINE ACTIVE PROFILES**
The approval of the renewal of eSchool Solutions for the Electronic Register Online Active Profiles for the 2018-19 SY, in the amount of $5,698.28. FUNDING: County

2059 **WHOLESALE CARPET – FLOORING PROJECT - EFHS**
The approval of the quote from Wholesale Carpet for the flooring project at East Fairmont High School, in the amount of $39,700.00. FUNDING: County, Furniture Other quotes: N/A

2060 **BOOSTER – FSHS POLAR BEAR BASEBALL**
The approval of the Fairmont Senior High School Polar Bear Baseball Booster Group for the 2018-19 SY.

2061 **CDW-G – LIGHT STREAM PROJECTORS**
The approval of the quote for CDW-G for the purchase of 53 projectors for schools, in the amount of $24,643.94. FUNDING: Technology
Other quotes: Quill-35,933.47
Staples Advantage-28,089.47

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

Mr. Montgomery made a motion, seconded by Mr. Pellegrin to approve the following:
5-3000 CONSENT
3004 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, & Thomas

N/A
5-4000 FINANCIAL 4005

Mr. Montgomery made a motion, seconded by Mr. Pellegrin to approve the following except for Item #5056 was voted on separately:

5- 5000 PERSONNEL
The approval of the following:
5039 Resignation Coaches – Paid
   Adam Shuldman  Freshman Football Assistant
   East Fairmont High
   Effective: July 23, 2018

   Mary Amanda Thorne  Girls Cross Country Coach
   Mannington Middle
   Effective: July 11, 2018

5040 Employment Coaches - Volunteer 2018-19 Season
   Fairmont Senior High
   Ryann Moore  Girls Soccer Volunteer

   David Stephenson  Girls Soccer Volunteer

   West Fairmont Middle
   Christopher Gower  Football Volunteer

   Mannington Middle
   Grant Elliott  Football Volunteer

   North Marion High
   Denzil Efaw  Girls Soccer Volunteer

5041 Employment – Coaches 2018 – 19 Season
   West Fairmont Middle
   Monica Cross  Girls Track Coach
5042 Employment – Professional Personnel
Pending WV certification and CIB verification if needed:

Sarah Allen       Art       Watson Elem
                  200 Days
                  Effective:     August 16, 2018

Ashley Davis      Music     Rivesville E/M
                  200 Days
                  Effective:     August 16, 2018

Chelsea Keith     Grade 3   Watson Elem
                  200 Days
                  Effective:     August 16, 2018

Bethany Wycoff    Grade 4   East Dale Elem
                  200 Days
                  Effective:     August 16, 2018

5043 Reassignment – Professional Personnel

Rebecca Butler    From:     To:
                  PK
                  Blackshere Elem
                  200 Days
                  Effective:     August 16, 2018
                  Sp Ed Multi/Autism
                  Blackshere Elem
                  200 Days

Tricia Maxwell   Sp Ed Multi Cat
                  MCTC
                  200 Days
                  Effective:     August 16, 2018
                  Assistant Principal
                  WFMS
                  225 Days

Rebecca Middlemas Title I
                  Watson Elem
                  200 Days
                  Effective:     August 16, 2018
                  General Education
                  Watson Elem
                  200 Days

Taylor Myers      Sp Ed
                  East Fairmont Middle
                  200 Days
                  Effective:     August 16, 2018
                  Kindergarten
                  East Dale
                  200 Days
Shanna Wilson  Sp Ed Mult/Autism  Sp Ed Mod Sev
WFMS  WFMS
200 Days  200 Days
Effective:  August 16, 2018

5044 Resignation – Professional Personnel

Crystal Evans  Sp Ed Mod Severe  West Fairmont Middle
Effective:  July 25, 2018

Stephanie Ledsome  PK  Jayenne (White School)
Effective:  July 25, 2018

Emily Rohrbacher  Grade 4  East Dale Elem
Effective:  June 19, 2018

Ryan Turner  English  NMHS
Effective:  June 16, 2018

5045 Leave of Absence - Professional Personnel

Mary Jolliffe  Title I  Rivesville E/M
Requests a medical leave of absence for November 6, 8, 13, and 14, 2017.
(Donated days)

Kristi Manley  Grade 1  Blackshere Elem
Requests an unpaid maternity leave of absence for the 2018-19 school year
after exhausting all sick days.

5046 Retirement – Professional Personnel

Vickie Mendenhall  Grade 4  Fairview Middle
200 Days
Effective:  November 30, 2018

5047 Employment - Substitute Teachers

Pending WV certification and CIB verification if needed:

Angela Dorsey  K-6 Prof

Casey Marks  K-6 Long Term Sub

Samara Saunders  PK - Adult Long Term Sub

5048 Employment - Service Personnel

Corwin, Tina  Cook I/II  East Fairmont High
9:00 am – 12:30 pm
**5049 Reassignment - Service Personnel**

The approval of the following:

**From:**
- **David Reynolds**
  - Custodian I/II
  - WFMS
  - 3:00 pm – 10:30 pm
  - 210 Days
  - Effective: August 7, 2018

- **Rebecca Tennant**
  - Custodian I/II
  - FSHS – Gym
  - East Dale
Employment – Service Personnel – Summer Bus Operators
(July 31, - August 16, 2018 only - based upon need)
Dave Butcher    FSHS Soccer Itinerant
Chris Efaw      NMHS Football Itinerant
Dee Gump        NMHS Football Itinerant
Kevin Gump      EFHS Football Itinerant
Jeff Henderson  FSHS Football Itinerant

Employment – Service Personnel Evening Bus Operators
(2018-19 School year only – based upon need)
Steve Barta     NMHS Football Itinerant
Chris Efaw      NMHS Football Itinerant
Jeff Henderson  FSHS Football Itinerant
David Lemley    EFHS Football Itinerant
Terry Markley   FSHS Soccer Itinerant

Employment – Service Personnel Bus Operator
(2018-19 School year only – based upon need)
Robert Reed     WFMS Itinerant

Employment – Service Personnel Bus Operator
(2018-19 School year only – based upon need)
Steve Barta     Vo-Tech Itinerant

Employment – Summer Service Personnel
(MCPARC / 7 hrs. per day July 2 – August 2, 2018 4 days per week,
Excludes July 4, 2018 2018-19 school year only based upon need.)
Tammy Myers     Cook I    NMHS Itinerant
Effective: August 1, 2018

Employment – Summer Service Personnel
(Special Ed extended school year July 9 – 12, and July 16 – 19, 2018.  
2018-19 school year only based upon need.)

Dave Butcher  
Bus Operator Itinerant

YEAS: Dragich, Montgomery, Pellegrin, & Thomas

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

5056 **Suspension – Service Personnel**

The Superintendent recommends the unpaid ten (10) day suspension of Sherry McKenzie, Secretary, for failure to report to work on time. Dates of suspension:  
Thursday, August 2 – Wednesday, August 15, 2018.

N/A

5-6000 **DISCUSSION – NEW POLICIES AND REVISIONS**

5-7000 **SUPERINTENDENT’S REPORT**

5-8000 **MATTERS FROM THE BOARD**

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5-9000 **FUTURE MEETINGS**

<table>
<thead>
<tr>
<th>DATE</th>
<th>PURPOSE</th>
<th>TIME</th>
<th>PLACE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug 6</td>
<td>Mon Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
</tr>
<tr>
<td>Aug 13</td>
<td>Mon Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
</tr>
<tr>
<td>Aug 20</td>
<td>Mon Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
</tr>
<tr>
<td>Sep 04</td>
<td>Tue Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
</tr>
<tr>
<td>Sep 17</td>
<td>Mon Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
</tr>
</tbody>
</table>

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ADJOURNED

Mr. Dragich made a motion, seconded by Mr. Pellegrin to adjourn at 10:51 am.

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

Mary Jo Thomas, President

Gary L. Price, Superintendent/Secretary

Robin Haught, Executive Secretary
OFFICIAL PROCEEDINGS
Marion County Board of Education
Regular Session
Monday, August 6, 2018
Central Office
6:00 pm

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, August 6, 2018 at 6:00 pm.

President Ms. Thomas called the meeting to order at 6:00 pm.

MEMBERS PRESENT: Mrs. Costello, Mr. Dragich, Mr. Montgomery, Mr. Pellegrin, and Ms. Thomas

6-1000 INFORMATION – RECOGNITIONS – RECOMMENDATIONS – REPORTS
Barbara Haught – Regarding the “Stay Put Rule” and considering letting her move this year pertaining to ITEM #5059.

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

6-2000 MINUTES – AGREEMENTS – CONTRACTS
2062 MINUTES
The approval of the Official Proceedings for the Regular meeting on July 26, 2018.

2063 BAKER TRUCK EQUIPMENT-MCTC
The approval of the quote from Baker Truck Equipment to purchase accessories for the bed of the new flatbed truck for Marion County Technical Center, in the amount of $9,062.00. FUNDING: WVDE GRANT-$9,000.00 Secondary Block Grant - $62.00

2064 HARRISON COUNTY SCHOOLS – SCHOOL MESSENGER
The approval of the invoice from Harrison County Schools for the annual renewal of School Messenger, in the amount of $11,998.50. FUNDING: Technology

2065 MOU-TAYLOR COUNTY BOE-AUDIOLOGIST
The approval of the Memorandum of Understanding between Marion County BOE and Taylor County BOE for Audiology Services for the 2018-19 SY.
2066 **MOU-HARRISON COUNTY BOE-AUDIOLOGIST**
The approval of the Memorandum of Understanding between Marion County BOE and Harrison County BOE for Audiology Services for the 2018-19 SY.

2067 **MOU-WVU EXTENSION SERVICE-FAMILY NUTRITION PROGRAM**
The approval of the Memorandum of Understanding between Marion County BOE and West Virginia’s Family Nutrition Program for the 2018-19 SY.

2068 **CURRICULUM-ADVANCED PLACEMENT (AP) PSYCHOLOGY**
The approval of the Advanced Placement (AP) Psychology Curriculum.

2069 **BOOSTER – FSHS GOLF**
The approval of the Fairmont Senior High School Golf Booster Group for the 2018-19 SY.

2070 **DR. NEAL M. HOREN-TRAINING**
The approval of the training from Dr. Neal M. Horen for Pre-K teachers, ECCAT, and Special Education Aides on August 17, 2018, in the amount of $5,250.00. FUNDING: IDEA Federal Funds

2071 **DANJEA CORP.-PRESENTATION**
The approval of the Danny Brasell to provide a presentation through Danjea Corp. for professional staff on August 16, 2018, in the amount of $7,500.00. FUNDING: IDEA Federal Funds

2072 **SCHOLARCHIP CARD LLC-ABE-WEB BASED INTERVENTION PROGRAM**
The approval of the annual license renewal of the ABE-Web Based Intervention Program provided through ScholarChip Card LLC, in the amount of $19,650.00. FUNDING: IDEA federal funds

2073 **TEACHTOWN-LICENSES**
The approval of the Student Licenses and Professional Services from TeachTown, in the amount of $31,139.00. FUNDING: IDEA federal funds

2074 **SECOND STEP – TRAINING**
The approval of the Second Step (social emotional learning/self-regulation training), in the amount of $11,458.00. FUNDING: IDEA federal funds

2075 **REFLEX MATH – WEB-BASED PROGRAM**
The approval of the Reflex Math web-based program, in the amount of $11,620.00. FUNDING: IDEA federal funds
2076 **N2Y COMPANY-UNIQUE LEARNING CURRICULUM**
The approval of the Unique Learning Curriculum to be provided through N2Y Company, in the amount of $15,174.89. **FUNDING:** IDEA federal funds

2077 **BOUNDLESS ASSISTIVE TECHNOLOGY-EDMARK READING PROGRAM**
The approval of the Edmark Reading Program to be provided through Boundless Assistive Technology, in the amount of $5,225.00. **FUNDING:** IDEA federal funds

2078 **ATLANTIC LOW VISION-BRAILLESENSE POLARIS (2)**
The approval of the BrailleSense Polaris (Quantity 2) to be provided through Atlantic Low Vision, in the amount of $10,511.00. **FUNDING:** IDEA federal funds

2079 **MCGRaw HILL-NUMBER OF WORLDS PREVENTION PACKAGES**
The approval of the Number of Worlds Prevention Packages to be provided through McGraw Hill, in the amount of $27,400.00. **FUNDING:** Results Driven Priorities Grant Monies/WVDE Project Numeracy

2080 **FIELD TRIP – OUT OF COUNTY-Academy Programs**
The approval of the following:
**TO BUS ACADEMY STUDENTS,** to Camp Mahonagen, August 6, 2018.
Approximate number of students: 40 + 5 Adults
Chaperone(s): Academy Employees
Approximate Cost: $450.00
Source of funds: Academy Program
Number of school days lost: N/A

2081 **FIELD TRIP – OUT OF COUNTY-Academy Programs**
The approval of the following:
**TO BUS ACADEMY STUDENTS,** From Camp Mahonagen to 7 Crosswinds Drive Fairmont, August 8, 2018.
Approximate number of students: 40 + 5 Adults
Chaperone(s): Academy Employees
Approximate Cost: $350.00
Source of funds: Academy Program
Number of school days lost: N/A

2082 **FIELD TRIP – OUT OF COUNTY-Academy Programs**
The approval of the following:
**TO BUS ACADEMY STUDENTS,** to Camp Mahonagen, August 8, 2018.
Approximate number of students: 25 + 10 Adults
Chaperone(s): Academy Employees
Approximate Cost: $350.00
Source of funds: Academy Program
Number of school days lost: N/A
2083 **FIELD TRIP – OUT OF COUNTY-ACADEMY PROGRAMS**

The approval of the following:

**TO BUS ACADEMY STUDENTS,** From Camp Mahonagen to 7 Crosswinds Drive
Fairmont, August 10, 2018.
Approximate number of students: 25 + 10 Adults
Chaperone(s): Academy Employees
Approximate Cost: $350.00
Source of funds: Academy Program
Number of school days lost: N/A

2084 **AGREEMENT – WV PRE-K AGREEMENTS**

The approval of the renewal of the Collaborative WV Pre-K Agreements between
Bright Beginnings, Learning Land, Wonderland, Sunbeam Learning Center,
Pierpont, Community & Technical College Laboratory School, Heart Junction,
Bumble Bear and the Marion County Board of Education for The Marion County
Community Collaborative Universal WV Pre-K for the 2018-2019 SY.

YEAS: Costello, Dragich, Montgomery, Pellegrin, & Thomas

6-3000 **CONSENT**

N/A

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

6-4000 **FINANCIAL**

4005 Vendor Report as of July 31, 2018.

YEAS: Costello, Dragich, Montgomery, Pellegrin, & Thomas

Mr. Pellegrin made a motion, seconded by Mr. Dragich to approve the following
with the exceptions of Barbara Haught from item 5059, which was pulled:

6-5000 **PERSONNEL**

The approval of the following:

5057 **Employment Coaches - Volunteer 2018-19 Season**

East Fairmont High

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>SSAC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jacob Myers</td>
<td>Football Volunteer</td>
<td></td>
</tr>
</tbody>
</table>

5058 **Employment – Professional Personnel**

Pending WV certification and CIB verification if needed:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heather Carlisle</td>
<td>Sp Ed Multi/Autism</td>
<td>August 16, 2018</td>
</tr>
<tr>
<td></td>
<td>200 Days</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>School</td>
</tr>
<tr>
<td>---------------------------</td>
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</tr>
<tr>
<td>Kristin Cunningham</td>
<td>Test Prep Instructor</td>
<td>MCACEC</td>
</tr>
<tr>
<td></td>
<td>Part Time (21 hours per week)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job # 3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Funding: Adult Basic Education Grant</td>
<td></td>
</tr>
<tr>
<td>Tabitha Deane</td>
<td>Social Studies Department Chair</td>
<td>EFHS</td>
</tr>
<tr>
<td>Barbara Donini</td>
<td>Grade 3</td>
<td>Watson</td>
</tr>
<tr>
<td></td>
<td>200 Days</td>
<td></td>
</tr>
<tr>
<td>Carolyn Golden-Burrows</td>
<td>Grade 4</td>
<td>Watson</td>
</tr>
<tr>
<td></td>
<td>200 Days</td>
<td></td>
</tr>
<tr>
<td>Ruby Morris</td>
<td>Grade 4</td>
<td>Watson</td>
</tr>
<tr>
<td></td>
<td>200 Days</td>
<td></td>
</tr>
<tr>
<td>Marissa Pulice</td>
<td>Eng/Lang Arts</td>
<td>Fairmont Senior High</td>
</tr>
<tr>
<td></td>
<td>200 Days</td>
<td></td>
</tr>
<tr>
<td>Samantha Silva</td>
<td>Social Studies/Phys Ed</td>
<td>East Fairmont High</td>
</tr>
<tr>
<td></td>
<td>200 Days</td>
<td></td>
</tr>
<tr>
<td>Meredith Ward</td>
<td>Speech Path Assistant</td>
<td>Itinerant (HB East Dale)</td>
</tr>
<tr>
<td></td>
<td>200 Days</td>
<td></td>
</tr>
<tr>
<td>Brianna Wimblsh</td>
<td>Test Prep Instructor</td>
<td>MCACEC</td>
</tr>
<tr>
<td></td>
<td>200 Days</td>
<td></td>
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<td></td>
<td>Job # 2</td>
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<td>Funding: Adult Basic Education Grant</td>
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<td></td>
<td>Effective:</td>
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</table>
# 5059 Reassignment – Professional Personnel

<table>
<thead>
<tr>
<th>From:</th>
<th>To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Barbara Haught</strong></td>
<td><strong>Business w/CWST</strong></td>
</tr>
<tr>
<td>Fairmont Senior High</td>
<td>East Fairmont High</td>
</tr>
<tr>
<td>200 Days</td>
<td>200 Days</td>
</tr>
<tr>
<td>Effective:</td>
<td>2019-2020 SY</td>
</tr>
</tbody>
</table>

- **Stacy Hays**
  - Sp Ed Multi/Autism
  - NMHS
  - 200 Days
  - Effective: August 16, 2018

- **Teresa Sestito**
  - Sp Ed Multi/Autism
  - West Fairmont Middle
  - 200 Days
  - Effective: August 16, 2018

# 5060 Resignation – Professional Personnel

<table>
<thead>
<tr>
<th>From:</th>
<th>East Fairmont Middle</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Faith Lough</strong></td>
<td>English/8th</td>
</tr>
<tr>
<td>Effective:</td>
<td>July 9, 2018</td>
</tr>
</tbody>
</table>

- **Danielle Poling Tennant**
  - English/Yearbook
  - Fairmont Senior High
  - Effective: July 31, 2018

# 5061 Leave of Absence – Professional Personnel

- **Julie Albertson**
  - Grade 2
  - Pleasant Valley

- **Caitlin Kolar**
  - Grade 2
  - White Hall
  - Requests a maternity leave of absence from August 16, 2018 – January 3, 2019, without pay after exhausting sick days.

- **Jaclyn Pethal**
  - Kindergarten
  - Pleasant Valley
  - Requests a paid maternity leave of absence from August 22, 2018 – October 5, 2018.

# 5062 Retirement – Professional Personnel

<table>
<thead>
<tr>
<th>From:</th>
<th>To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vickie Holmes</strong></td>
<td><strong>Jayenne</strong></td>
</tr>
<tr>
<td>Special Ed/Gifted</td>
<td>200 Days</td>
</tr>
<tr>
<td>200 Days</td>
<td>Effective:</td>
</tr>
<tr>
<td></td>
<td>July 27, 2018</td>
</tr>
</tbody>
</table>
5063 Employment - Substitute Professional Personnel
Pending WV certification and CIB verification if needed:
Angela Madia School Psychologist

5064 Resignation – Substitute Professional Personnel
Elizabeth Williamson Speech Lang Path
Effective: July 30, 2018

5065 Employment - Service Personnel
Williams, Alisha Special Ed Aide East Fairmont Middle
8:00 am – 2:00 pm
200 Days
Effective: August 16, 2018

5066 Reassignment – Service Personnel
From: To:
Robert Reed Mechanic Bus 19
Transportation Transportation
261 Days 200 Days
Effective: August 16, 2018

From: To:
Pam Saunders ECCAT PK ECCAT PK
East Dale East Dale
200 Days 200 Days
Effective: August 16, 2018

5067 Employment – Service Personnel Bus Operators
Chris Efaw Mid Day Activity Run Itinerant NMHS
2018-19 School Year – 200 Days

Jeff Henderson Mid Day Activity Run Itinerant Fairview
2018-19 School Year – 200 Days

Jeff Henderson Mid Day Activity Run Itinerant EFHS
2018-19 School Year – 200 Days

David Lemley Mid Day Activity Run Itinerant FSHS
2018-19 School Year – 200 Days
Mr. Montgomery made a motion, seconded by Mr. Pellegrin to go into executive session at 6:09 to discuss Barbara Haught’s Transfer from ITEM 5059.
YEAS: Costello, Dragich, Montgomery, Pellegrin, & Thomas

Mr. Montgomery made a motion, seconded by Mr. Dragich to go return to regular session at 6:51. to discuss Barbara Haught’s Transfer from ITEM 5059.
YEAS: Costello, Dragich, Montgomery, & Thomas

Ms. Thomas stated that Barbara Haught’s transfer from Item 5059 will be placed on the next agenda to be voted on.

N/A

6-6000 DISCUSSION – NEW POLICIES AND REVISIONS

6-7000 SUPERINTENDENT’S REPORT
Chad Norman – Camera Project
Andy Neptune – Active Shooter/ALICE Training

6-8000 MATTERS FROM THE BOARD

6-9000 FUTURE MEETINGS

<table>
<thead>
<tr>
<th>DATE</th>
<th>PURPOSE</th>
<th>TIME</th>
<th>PLACE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug 13</td>
<td>Mon Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
</tr>
<tr>
<td>Aug 16</td>
<td>Thurs Work Session</td>
<td>10:00 am</td>
<td>Central Office</td>
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<tr>
<td></td>
<td>Maintenance/Personnel</td>
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<tr>
<td>Aug 20</td>
<td>Mon Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
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<tr>
<td>Sep 04</td>
<td>Tue Regular Session</td>
<td>6:00 pm</td>
<td>Central Office</td>
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<tr>
<td>Sep 17</td>
<td>Mon 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 Mr. Dragich to adjourn at 7:45 pm.

YEAS: Costello, Dragich, Montgomery, Pellegrin & Thomas  

NAYS: 0

Mary Jo Thomas, President

Gary L. Price, Superintendent/Secretary

Robin Haught, Executive Secretary
CONTRACTOR ACCESS TO STUDENT DATA
AGREEMENT BETWEEN
[District Name]
AND
[Vendor Name]

1. This Contractor Access to Student Data Agreement ("Agreement") is made by and between the [VENDOR] ("Contractor") and [District Name] ("District"). It supplements the [list any other controlling agreements] between [District Name] and [VENDOR] to address the obligations of the parties to protect the confidentiality of student data. Any term contained in this Contractor Access to Student Data Agreement which conflicts with a term in the [list other applicable agreements] takes precedence. Any term in the [list other applicable agreements] that is more stringent in its protection of student data shall control, to the extent that it does not directly conflict with a term in the Contractor Access to Student Data Agreement.

2. Contractor will [brief statement of work to be accomplished by the vendor, e.g., provide services to District and schools within District’s jurisdiction to take student and staff photographs, produce student and staff identification cards, and produce school yearbooks].

3. The terms of this Agreement shall commence on ____________ and end on _________________. This Agreement may be terminated without cause by either party hereto upon thirty (30) days written notice.

4. For purposes of the Family Educational Rights and Privacy Act ("FERPA"), District designates Contractor an “authorized representative” pursuant to 20 U.S.C. 1232g(b)(1)(C). Contractor qualifies as a “school official” that is working on behalf of District and needs access to certain student information in order to perform its assigned duties, as set forth in 34 C.F.R. 99.31(a)(3) and the Student Data Accessibility, Transparency and Accountability Act, W. Va. Code §§ 18-2-5h(c)(2)(A)(i) and 18-2-5h(c)(3)(E) and 126CSR94, “Procedures for the Collection, Maintenance and Disclosure of Student Data” West Virginia Board of Education Policy 4350. Contractor and District shall comply with the provisions and regulations of FERPA, W. Va. Code § 18-2-5h and Policy 4350 in all respects. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share personally identifiable student information in a manner not allowed by state or federal law or regulation.

W. Va. Code § 18-2-5h may be reviewed at www.legis.state.wv.us, and Policy 4350 may be reviewed at wvde.state.wv.us/policies/.

5. “Confidential Information” shall include any and all personally identifiable student information, as that term is defined 34 C.F.R. § 99.3 and Policy 4350, § 4.1.0 and confidential student information as that term is defined by W. Va. Code § 18-2-5h(b)(11) in disaggregated form. Also included shall be any and all personally identifiable staff member information exempt from disclosure under the West Virginia Freedom of Information Act, W. Va. Code § 29B-1-4.

6. “Disclose” or “disclosure” means to permit access to or the release, transfer, or other communication of Confidential Information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.

7. District may disclose necessary Confidential Information to Contractor for the purpose of carrying out the terms of the [controlling agreement(s)]. Redisclosure by Contractor of disaggregated Confidential Information to an entity not named in this Agreement, other than District, the appropriate School(s), and parents is prohibited.
8. Contractor shall not: (i) disclose any Confidential Information to any unauthorized third party; (ii) make any use of Confidential Information except to perform its obligations under this Agreement; or (iii) make Confidential Information available to any of its employees, officers or agents under its direct supervision except those individuals who have been authorized by Contractor to use the information as a component of their project assignments. This includes the employees, officers or agents under the direct supervision of [VENDOR and subsidiary entities, including (list subcontractors and other agents working for or on behalf of Vendor)]. The term “unauthorized third party” for purposes of this Agreement does not include employees, officers, or agents of District who are authorized to have access to the Confidential Information and the hosting service provider with security controls acceptable to District.

9. District will disclose to Contractor under this Agreement the following student information, some of which is considered Confidential Information and which is necessary for Contractor to perform its duties on behalf of District:

[List of Specific Data Elements to be Provided, example below (not to be construed as approved or recommended list)]

For Students:
School Name
Student Full Name (First, Middle, Last, Suffix)
Student ID Number (not Social Security Number)
Student Grade Level
Student Homeroom Teacher Name

For Staff:
School and/or Department Name
Courtesy Title/Honorific
Staff Member Full Name (First, Middle Initial, Last, Suffix)
Staff Member Role/Title
Employee ID Number (not Social Security Number)

No other personally identifiable student information will be disclosed to Contractor.

10. Contractor understands that the Confidential Information is protected under state and federal law and agrees to immediately notify District if any of the Confidential Information is improperly disclosed, either intentionally or inadvertently.

11. Contractor and District shall identify at least one authorized representative or data custodian from their respective agencies who shall be responsible for processing and responding to data requests from the other party.

12. Upon request of District, Contractor shall agree to permit an authorized District representative to review or shall provide written assurances to District regarding the use of Confidential Data under this Agreement. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect the Confidential Information and that there has been no unauthorized disclosure of the Confidential Information.

13. All employees, officers, and agents under direct supervision of the Contractor with access to the Confidential Information must acknowledge that they are aware of and will abide by provisions of this
Agreement by executing the Statement of Confidentiality and Nondisclosure at the end of this Agreement. Electronic signatures are acceptable. Contractor agrees to remove any person from performing work who has, or is suspected to have, violated the terms of this Agreement and agrees to discontinue its use of services from any subcontractor or similar entity if any of its staff has, or is suspected to have, violated the terms of this Agreement.

14. By disclosing Confidential Information to Contractor, district is in no way assigning ownership of the Confidential Information to Contractor. Upon the termination of this Agreement for any reason, Contractor shall immediately return all Confidential Information, including all copies, to District or destroy all Confidential Information in its possession, custody, or control unless otherwise agreed to in writing by both parties. Upon request, Contractor will provide District with affidavits to this effect.

15. This Agreement shall be governed by and construed in accordance with the laws of West Virginia. Any lawsuit pertaining to or affecting this Agreement shall be venued in the West Virginia Court of Claims and the Circuit Court of Kanawha County, West Virginia.

16. Violation of this Agreement may be cause for immediate termination of this Agreement. District reserves the right, in addition to terminating this Agreement to seek legal redress.

In witness hereto the parties signify their agreement by signature below:

__________________________________________
Signature, Authorized Representative
[VENDOR NAME]

__________________________________________
Printed Name and Role, [VENDOR NAME]

__________________________________________
Signature, Authorized Representative
[DISTRICT NAME]

__________________________________________
Printed Name and Role, [District Name]
STATEMENT OF CONFIDENTIALITY AND NONDISCLOSURE

I, [Employee Full Name], as an employee of [Vendor/Contractor Name], the entity awarded the contract for [description of contract/award for specific work], am considered an authorized representative of the [District Name], and, as part of my job-related duties, have access to personally identifiable staff and student information processed, stored, or managed by District and/or West Virginia Department of Education (WVDE) systems. Personally identifiable information (PII) includes all information protected by state or federal law; especially relevant to education data are: the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA) and its implementing regulations in 34 Code of Federal Regulations (C.F.R.) Part 99; the Protection of Pupil Rights Amendment (PPRA); the West Virginia Student Data Accessibility, Transparency, and Accountability (Student DATA) Act (West Virginia Code §18-2-5h), and other portions of W. Va. Code Chapter 18; West Virginia Board of Education (WVBE) Policy 4350 (Procedures for the Collection, Maintenance and Disclosure of Student Data), all other applicable state and federal regulations relating to the privacy and security of student educational records and information; and the WVDE Data Access and Management Guidance.

By my signature below, I understand, acknowledge and agree that:

1. The unauthorized disclosure, retention, or negligent handling of personally identifiable information could compromise the integrity of District and/or WVDE systems; cause damage to the reputation of District; impede operations; and violate state and federal law.

2. I may be subject to the loss of access privileges in District and in other contexts for the unauthorized disclosure, retention, or negligent handling of student-level information.

3. Any breach of this agreement may be disclosed to those federal, state, and local agencies with which the District collaborates.

4. Any breach for which I am responsible may result in the termination of my work with the District and may affect future prospects for work with the department.

5. It is a violation of this agreement to read, copy, modify, delete, distribute or otherwise access individual-level information unless required to do so to carry out my assigned duties.

6. I shall not discuss individual-level or personally identifiable information processed, stored or managed by the District or any school with anyone, whether within these institutions or outside, unless required as part of my job.

7. I will implement appropriate physical, electronic and managerial safeguards to prevent unauthorized access to, or disclosure of, individual-level or personally identifiable information.

8. I will promptly destroy or return all individual-level or personally identifiable information to which I may have access at the end of my term of service at the District.

9. This Confidentiality and Nondisclosure Agreement remains in full force and effect after the conclusion, termination or expiration of my work with the District.

__________________________________________________________________________  __________________________________________________________________
Signature Date

Page 4 of 4
July 18, 2018

Marion County Board of Education  
Gary Price, Superintendent  
1516 Mary Lou Retton Drive  
Fairmont, WV 26554

Re: Marion County Public Library Trustee nomination

Dear Mr. Price

The term of Mr. Frank McClain, an appointee of the Marion County Board of Education, expired on June 30, 2018. Mr. McClain’s has declined to continue serving, however, he has been a positive force in shaping current public library services. We wish to respectfully request that the Board discuss our nomination, Ms. Angela Fry.

Ms. Fry is a teacher at Mannington Middle School and an avid public library supporter. We feel she will be a valuable resource to our organization to extend our mission as an educational resource throughout the county. I am available at your convenience to provide further information. Thank you for your consideration.

Sincerely,

Erika Reed – Library Director
SUBSTITUTES IN AREAS OF CRITICAL NEED AND SHORTAGE

Purpose

The purpose of this policy, as recommended by the Superintendent, is to provide for the employment of retired teachers as substitutes on an expanded basis in areas of critical need and shortage.

The Board of Education hereby adopts the definition of "area of critical need and shortage" set forth in 18A-2-3, Code of West Virginia, as follows: "Area of critical need and shortage" means an area of certification and training in which the number of available substitute teachers in the County who hold certification and training in that area and who are not retired is insufficient to meet the projected need for substitute teachers.

The Board additionally finds and determines that:

A. there presently exists within Marion County a critical need for substitute teachers in the areas of:

1. foreign language
2. Special Education
3. math
4. science

B. and that, there is also a shortage of available certified substitute teachers, who are not retired, available to cover these areas of critical need.
Accordingly, the Board hereby authorizes the employment of retired teachers as substitute teachers during the 2016-2017 school year on an expanded basis in those areas of critical need and shortage noted above as is recommended by the Superintendent. In no case shall a retired teacher be employed where there is available for employment another teacher holding certification and training in the area of need who is not retired and who will accept the substitute assignment.

This policy shall be effective upon approval by the West Virginia State Board for the 2016-17 school year only, on an expanded basis in those areas of critical need and shortage noted above as is recommended by the Superintendent. In no case shall a retired teacher be employed where there is available for employment another teacher holding certification and training in the area of need who is not retired and who will accept the substitute assignment.

This policy shall be effective upon approval by the West Virginia State Board of Education subject to annual review by the County Board and re-approval by the West Virginia State Board of Education.

Prior to employment of a retired teacher as a critical needs substitute teacher beyond the post-retirement employment limitations established by the Consolidated Public Retirement Board ("Retirement Board"), the Superintendent shall submit to the West Virginia Board of Education in a form approved by the Retirement Board and the West Virginia Board of Education, an affidavit signed by the Superintendent stating the name of the county, the fact that the county has adopted a policy to employ retired teachers as substitutes to address areas of critical need and shortage, the name or names of the person or persons to be employed as a critical needs substitute pursuant to the policy, the critical need and shortage area position filled by each person, the date that the person gave notice to the county board of the person’s intent to retire, and the effective date of the person’s retirement. Upon verification of compliance with West Virginia Code 18A-2-3 and the eligibility of the critical needs substitute teacher for employment beyond the post-retirement limit, the West Virginia Board of Education shall submit the affidavit to the Retirement Board.
The County Board shall cooperate with the State Board of Education West Virginia Board of Education to verify the county's compliance with the requirements of this code section and verify the eligibility of the critical needs substitute teacher (i.e., adoption of local policy, prior electronic posting of position opening, retirement date effective at least twenty (20) days prior to school term, continuous and ongoing posting seeking fully certified non-retired teacher, and absence of a non-retired teacher who holds certification and training in the required area).

A retired teacher is eligible to be employed as a critical needs substitute to fill a vacant position only if the retired teacher's retirement became effective at least twenty days before the beginning of the employment term during which he or she is employed as a substitute.

When a retired teacher is employed as a substitute to fill a vacant position, the County Board shall continue to post the vacant position until it is filled with a regularly employed teacher who is fully certified or permitted for the position.

The County Superintendent shall forward a copy of this policy annually to the State Superintendent of Schools for approval by the West Virginia State Board of Education prior to employment of retired teachers on an expanded basis as substitutes in areas of critical need and shortage.

A retired teacher is eligible to be employed as a critical needs substitute to fill a vacant position only if the retired teacher's retirement became effective at least twenty (20) days before the beginning of the employment term during which he or she is employed as a substitute.

When a retired teacher is employed as a critical needs substitute to fill a vacant position, the position vacancy shall be posted electronically and easily accessible to prospective employees as determined by the state board.
Every contract of employment for such retired teachers to be employed for periods beyond the post-retirement employment limitation established by the consolidated public retirement board shall include therein the following information:

Any person who retires and begins work as a substitute teacher within the same employment term shall lose those retirement benefits attributed to the annuity reserve, effective from the first day of employment as a retiree substitute in that employment term and ending with the month following the date the retiree ceases to perform service as a substitute.

Retired teachers employed to perform expanded substitute service provided in this policy, are considered day-to-day, temporary, part-time employees. The substitutes are not eligible for additional pension or other benefits paid to regularly employed employees and shall not accrue seniority.

The W. Va. Code that authorizes this policy is scheduled to expire June 30, 2014 unless extended by the legislature; therefore, this policy shall also expire on that date.


Adopted 1/4/10
Revised 5/20/13
Revised 11/2/15
Revised 2/15/17

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