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

- Provide and install a Carrier IVU 7.0
- Provide and install (2) Carrier CCN IVU routers to separate the bus
- Provide and install a power supply and cabinet for the routers
- Re-install original graphics for the job
- Remote monitoring and firmware upgrades as available
- Requirements before site visit
- Another bus loop pulled to the cooling tower controller
- Ethernet cable pulled to control cabinet
- Computer should be updated
- (3) additional static IP addresses (subnet and default gateway info also if different than the current IVU address)
- Upgraded graphics for higher screen resolutions

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:

Twenty Two Thousand, Dollars... TOTAL: $22,000.00

Payment to be made as follows: Net 30 days

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NOTE: This proposal may be withdrawn if not accepted within 60 days.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.
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 as necessary to perform required services; (c) sufficient quantities of the specified quality and type of filters, fuels, lubricants, chemicals, water and any other solids, liquids and gases required to perform SCALISE’s Scope of Work; and (d) placement and removal of a centrally located dumpster in which SCALISE will place debris generated by its Work.

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

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

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

b) All parts provided by Scalise Industries will be warranted for a period of 90 days from the date of installation unless the parts manufacturer provides 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 and materials. SCALISE will have the right thereafter to suspend its Work until such products or materials and the resultant hazards are removed. The time for completion of the Work will be extended to the extent caused by such a suspension, and the Service Agreement Price will be equitably adjusted.

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

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

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

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

13. Dispute Resolution. CUSTOMER and SCALISE agree to negotiate in good faith to resolve any and all disputes arising from or relating to this Service Agreement or any alleged breach of this Service Agreement. In the event that the dispute cannot be resolved, it will be referred up to the executive level required to reach a resolution. If CUSTOMER and SCALISE executives are unable to resolve a dispute, the dispute will then be submitted to 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.
EMERSON COLLEGE
CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (including all exhibits, attachments and appendices, the “Agreement”), effective as of 9/13/2019 (the “Effective Date”), is by and between Emerson College, a Massachusetts non-profit educational corporation and its agents, employees, affiliates, invitees, or representatives (collectively, "Emerson") and MARION COUNTY BOARD OF EDUCATION, a West Virginia Organization, and its agents, employees, affiliates, invitees, or representatives (collectively, the “Affiliate”). Emerson and Affiliate referred herein individually as a “Party”; collectively, as the “Parties”.

RECITALS

WHEREAS, Emerson desires to engage Affiliate for the purpose of providing supervised, practical learning experiences in connection with a clinical program (the “Program”) to students of Emerson (each a “Student” and collectively, the “Students”); and

WHEREAS, Affiliate is willing to participate in the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. Purpose. Emerson hereby engages Affiliate, and Affiliate hereby accepts such engagement, to participate in the Program pursuant to the terms and conditions set forth herein. The objective of the Agreement is to help the Students learn about, and engage and exhibit as appropriate, the following:

1.1 Role and responsibilities of the Student within the practice setting.

1.2 Assessments (both formal and informal, direct and dynamic) specific to the populations in that practice setting.

1.3 Treatment approaches/techniques that are evidence-based and appropriate for the populations in that practice setting.

1.4 Patient/client/family centered education and counseling appropriate to and within that practice setting.

1.5 Related disciplines within the practice setting and working collaboratively with patients/families and other team members to ensure an optimal outcome for the client.

1.6 Clinical problem-solving across age span, disorder, and setting.
1.7 Professional and clinical oral and written communication skills appropriate to that practice setting.

1.8 Cultural competency when working with patients/clients/families in all practice settings.

1.9 Adherence to ASHA’s Code of Ethics and appropriate ethical behavior.

2. Responsibilities of Emerson.

2.1 Program. Emerson shall be responsible for all academic and accreditation aspects of the Program. Emerson shall maintain custody and control of all educational records and reports relating to Students' clinical learning experience in the Program. Emerson may withdraw any Student from the Program and/or assignment with Affiliate in Emerson’s sole discretion.

2.2 Policies, Rules & Regulations of Affiliate. Emerson shall instruct Students participating in the Program (and faculty members, if applicable) to abide by the applicable lawful policies, rules and regulations of Affiliate made known to them during the Program.

2.3 Insurance. Emerson shall ensure that it maintains professional liability insurance in the amount of two million dollars ($2M USD) per occurrence and four million dollars ($4M USD) in the aggregate.

2.4 Vaccinations. If requested by Affiliate, Emerson shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.

2.5 Background Checks. If reasonably requested by Affiliate, Emerson shall ensure that a background investigation of Students is conducted prior to their assignment to Affiliate.

2.6 Health Insurance. If requested by Affiliate, Emerson shall ensure that each Student participating in the Program is covered by health insurance.

3. Responsibilities of Affiliate.

3.1 Program Opportunities and Activities. Affiliate shall appoint an individual to supervise each Student (the “Student Supervisor”). Affiliate shall provide to Students opportunities for suitable clinical learning experiences and supervision consistent with the Program’s curriculum and objectives, and shall complete such records and reports necessary for the conduct and evaluation of Student’s participation in the Program. Upon request by the Student, Affiliate shall provide the Student with documentation or other information as required for the Student’s submission to applicable licensing bodies or agencies.
3.2 **Emergency Care.** Affiliate shall provide emergency medical care to Student's expense in case of accident or illness and shall promptly notify Emerson of such medical care.

3.3 **Withdrawal.** Affiliate reserves the right to withdraw any Student or, if applicable, a faculty member of Emerson, from the Program with Affiliate if (i) the achievement, progress, adjustment, or health of such person does not warrant continuation in the Program; or (ii) the behavior of such person fails to conform to the applicable policies, rules or regulations of Affiliate. Except in unusual circumstances, Affiliate shall make reasonable efforts to consult with Emerson before withdrawing any Student.

3.4 **Insurance.** Affiliate shall ensure that it maintains (i) comprehensive commercial general liability insurance for personal or bodily injury and property damages and professional liability insurance in amounts, in each case, of not less than one million dollars ($1M USD) per occurrence and three million dollars ($3M USD) in the aggregate; or (ii) a program of self-insurance reasonably satisfactory to Emerson, in both cases covering the employees, officers, directors, agents and representatives of Affiliate. Evidence of such insurance or self-insurance reasonably satisfactory to Emerson shall be provided to Emerson upon request. Such insurance shall not be canceled without thirty (30) days' prior written notice to Emerson.

3.5 **Indemnification.** Affiliate agrees to defend, indemnify and hold harmless Emerson, its corporations, trustees, officers, employees, faculty, students, representatives and agents (collectively, the "Indemnitees") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees relating to, arising out of, directly or indirectly, or in connection with Affiliate's acts or omissions related in any way to this Agreement or the Program.

4. **Term and Termination.**

3.1 The term of this Agreement ("Term") shall be one (1) year commencing on the Effective Date, and shall automatically renew for successive one (1) year terms unless earlier terminated as set forth herein.

3.2 This Agreement may be terminated at any time with or without cause by either Party upon sixty (60) days' written notice; provided, however, that such notice shall not impair the activities of the Students then at the Affiliate and participating in the Program.

3.3 In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice.
34 Notwithstanding the on-going nature of this Agreement, Emerson is not obligated to place a Student with Affiliate, and Affiliate is not obligated to accept a placement of a Student. Both placement and acceptance are at the complete discretion of the respective Party. Each student placement will be memorialized by a Student-Supervisor Agreement signed by both the Student and the Affiliate’s Student Supervisor.

5. **Education Records.** If Affiliate obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g), Affiliate acknowledges that Affiliate is receiving such education records as an agent of Emerson and agrees to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Agreement.

6. **Confidentiality.** The Parties agree to keep all non-public information shared between them, including but not limited to personal information about Students (including background checks, if any) and FERPA “education records,” strictly confidential. This section shall survive any cancellation or termination of this Agreement.

7. **Status of the Parties.** Each Party hereto shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. In no case shall Students in the Program replace or be deemed to be employees of Affiliate. All Students participating in the Program shall be, at all times, unpaid externs of Affiliate without expectation of or entitlement to compensation or employment benefits from Affiliate, including, without limitation, workman’s compensation insurance benefits.

8. **No Discrimination.** In connection with the Program, neither Party shall discriminate against any person on the basis of gender or sex (including pregnancy), gender identity or expression, race, color, religion or religious creed, sexual orientation, national origin, ancestry, disability or handicap, age, genetics, marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.

9. **Compliance with Policies.** Affiliate understands that the Students in the Program are subject to and protected by Emerson policies. Affiliate agrees to review, abide by, and cooperate with actions taken pursuant to Emerson’s Sexual Misconduct Policy available at [https://www.emerson.edu/social-justice-center/title-ix/sexual-misconduct-policy](https://www.emerson.edu/social-justice-center/title-ix/sexual-misconduct-policy).

10. **Use of Name; Media Contact.** Affiliate may not use the name of “Emerson” or any Emerson logo or mark without Emerson’s prior written approval. Affiliate may not disclose the terms of this Agreement without Emerson’s prior written approval. Affiliate shall not communicate with members of the media or otherwise make any public announcement regarding the Program, or the terms or existence of this Agreement, without Emerson’s prior written consent.
11. **Notices.** Any notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other Party at the address set forth below or to such other persons and address as either Party may designate in writing:

If to the Affiliate: MARION COUNTY BOARD OF EDUCATION
1516 Mary Lou Retton Dr.
Fairmont, WV 26554

If to Emerson: Emerson College
120 Boylston Street
Boston, MA 02116
Attn: Laura Glufling-Tham

With a copy to: Emerson College
120 Boylston Street
Boston, MA 02116
Attn: Office of the General Counsel

12. **Assignment.** The Parties bind themselves and their successors, assigns, and legal representatives to the other Party to the Agreement and to the successors and assigns of such other Party with respect to all covenants of the Agreement. Affiliate shall not assign or transfer any rights or obligations of Affiliate under this Agreement without the prior written consent of Emerson.

13. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. The Parties agree that disputes pertaining to this Agreement must be brought in state and federal courts in the Commonwealth of Massachusetts and will not contest venue or jurisdiction in those courts.

14. **Entire Agreement; Amendment; Waiver.** This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the Parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both Parties. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence.

*signature page to follow*
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**EMERSON COLLEGE**

By:________________________

Title:_______________________

Name:_______________________

**MARION COUNTY BOARD OF EDUCATION**

By:________________________

Title:_______________________

Name:_______________________
TO: Mr. Farley

FROM: Gia Deasy, Administrative Assistant for Special Education

SUBJECT: Board Agenda Item

DATE: September 19, 2019

Please consider the following item for the upcoming Marion County Board Agenda.

60 Laptops with and 6 Charging Stations $41,310.00 from Federal Idea Funds
$6,885.00 cost for a lab of 10 VENDOR: Alpha Technologies

Board approval is requested to purchase 6 Laptop Labs for Special Education classrooms at the following locations:
Barrackville School, East Fairmont High School, East Fairmont Middle School, Fairview Middle School, Mannington Middle School, and North Marion High School.

These labs will be used to accommodate new software purchased by the Special Education Department.
Hardware

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Qty</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>XCTOL340014 Dell Latitude 3400 Config to Order</td>
<td>$675.00</td>
<td>60</td>
<td>$40,500.00</td>
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</table>

The 3380 has been discontinued and replaced with the 3400. This unit consists of the following specifications:

- Processor: 8th Generation Intel® Core™ i3-8145U Processor (2 Core, 4MB Cache, 2.1GHz, up to 3.9GHz)
- Operating System: Win10 Pro 64bit Nat Aca Std. K12 EDU only. MSFT LOE Approval req-d.
- English, French, Spanish
- Graphics: Intel® UHD 620 Graphics for Intel 8th Gen Core i3-8145U
- 2400MHz Memory: 4GB, 1x4GB, DDR4 Non-ECC
- Hard Drive: M.2 128GB PCIe NVMe Class 35 Solid State Drive
- LCD: 14.0" HD (1366x768) Anti-Glare, Non-Touch, Camera & Mic, WLAN capable
- Keyboard: Single Pointing Non-backlit Keyboard, English
- Wireless: Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0
- Primary Battery: 3 Cell 42Whr ExpressChargeTM Capable Battery
- Power Supply: 65 Watt AC Adapter
- Diagnosis: On-Site Service Onsite Diagnosis: 3 Years Next Business Day Onsite Service

Each lab consists of 10 laptops

1. East Fairmont High - 1 lab
2. East Fairmont Middle - 1 lab
3. Mannington Middle - 1 lab
4. Fairview Middle - 1 lab
5. North Marion High School - 1 lab
6. Barrackville - 1 lab

Subtotal: $40,500.00
### Hardware

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSD1006AC Tripp Lite 10-Device AC Desktop Charging Station with Surge Protection - Wired - Notebook, Tablet PC, e-book Reader - Charging Capability - Black, Gray</td>
<td>$135.00</td>
<td>1</td>
<td>$135.00</td>
</tr>
</tbody>
</table>

Subtotal: $135.00
DEAR TONYA BOORE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
<th>GRAND TOTAL</th>
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</thead>
<tbody>
<tr>
<td>KVLG338</td>
<td>8/20/2019</td>
<td>10 NOTEBOOKS 13.3IN</td>
<td>27445E</td>
<td>$7,940.00</td>
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**QUOTE DETAILS**

<table>
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<tr>
<th>ITEM</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
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<tbody>
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<td>HP ProBook 430 G6 - 13.3&quot; - Core i5 8265U - 8 GB RAM - 256 GB SSD - US</td>
<td>10</td>
<td>5375342</td>
<td>$794.00</td>
<td>$7,940.00</td>
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</table>

Mfg. Part#: SVD7SU#ABA  
UNSPSC: 43211503  
min qty 5 for this unit cost, single order, single shipment  
Contract: WV Mountain State ESC Agreement (016-A)

**PURCHASER BILLING INFO**

Billing Address:  
MARION COUNTY SCHOOLS  
ACCOUNTS PAYABLE  
1516 MARY LOU RETTON DRIVE  
FAIRMONT, WV 26554  
Phone: (304) 367-2100  
Payment Terms: NET 30-VERBAL

DELIVER TO

Shipping Address:  
MARION COUNTY SCHOOLS  
BOORE  
1516 MARY LOU RETTON DR  
FAIRMONT, WV 26554-2204  
Shipping Method: UPS Ground (2-3 Day)

<table>
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<tr>
<th>SUBTOTAL</th>
<th>$7,940.00</th>
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<tbody>
<tr>
<td>SHIPPING</td>
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</tr>
<tr>
<td>SALES TAX</td>
<td>$0.00</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>$7,940.00</td>
</tr>
</tbody>
</table>

Please remit payments to:  
CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

This quote is subject to CDW•G's Terms and Conditions of Sales and Service Projects at [http://www.cdwg.com/content/terms-conditions/product-sales.aspx](http://www.cdwg.com/content/terms-conditions/product-sales.aspx)  
For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239
Bill To:  
MARION COUNTY SCHOOLS  
1516 Mary Lou Retton Drive  
Fairmont, WV 26554  
Phone: (304) 367-2100

Ship To:  
CHAD A. NORMAN  
East Fairmont High School  
1933 AIRPORT ROAD  
FAIRMONT, WV 26554  
USA

8/20/2019  
Account # 0071083708  
Quote #: K1358108  
PO#: 

Software prices subject to change  
Hardware quotes are valid for 7 business days  
Memory Prices are valid for 24 hours only; call for verification

REMIT PAYMENT TO:  
ZONES LLC  
PO Box 34740  
Seattle WA 98124-1740

PLEASE SEND PURCHASE ORDERS DIRECTLY TO YOUR 
ZONES LLC ACCOUNT MANAGER  
VIA FAX OR EMAIL

<table>
<thead>
<tr>
<th>Item #</th>
<th>Qty.</th>
<th>Mfr. Name</th>
<th>Description</th>
<th>Manufacturers Part #</th>
<th>Unit Price</th>
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<td>DELL RESELLER DIVISION</td>
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<td>3000042907843.1</td>
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<td></td>
<td></td>
<td>Non-returnable item</td>
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<td></td>
</tr>
</tbody>
</table>

ASK US ABOUT  
Installation Services  
On-site Technical Services and Hourly Service Rates  
Remote Help Desk and Remote Network OS Support

Visit us on the web: http://www.zones.com

Erik Sanchez  
AE  
Phone: 2532886334  
Email: Erik.Sanchez@zones.com

Sub-Total: $37,231.20  
Estimated Sales Tax: $0.00  
FedEx Ground: $0.00  
Grand Total: $37,231.20

FINANCING, LEASING AND SUBSCRIPTION OPTIONS AVAILABLE!  
CONTACT LEASING@ZONES.COM FOR MORE MORE INFORMATION!

ZONES LLC  
1102 15th Street S.W. Suite 102  
Auburn, USA 98001  
Phone: (800) 419-9863

CERTIFIED AS AN HUBZone MINORITY BUSINESS ENTERPRISE by the SBA

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!
### Total Liabilities, Deferred Revenues, and Fund Balances

<table>
<thead>
<tr>
<th></th>
<th>6/30/17</th>
<th>2/28/18</th>
<th>2/28/19</th>
<th>2/28/20</th>
<th>2/28/21</th>
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<td>Total Liabilities</td>
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<td>-</td>
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<tr>
<td>Deferred Liabilities</td>
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<td>-</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Assets and Deficit</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

### Notes to Financial Statements

- Presented in thousands of dollars.
- Revenues include: Property Taxes, Income, Grants, and Other Revenues.
- Expenses include: Salaries, Benefit, Finance, Other Expense, and Total Expense.
- See separate schedules for each governmental fund.

### Governmental Funds

- General Fund:
  - Revenues: Property Taxes, Grants, and Other Revenues.
  - Expenses: Salaries, Benefit, and Total Expense.

- Special Revenue Fund:
  - Revenues: Property Taxes, Grants, and Other Revenues.
  - Expenses: Salaries, Benefit, and Total Expense.

- Capital Projects Fund:
  - Revenues: Property Taxes, Grants, and Other Revenues.
  - Expenses: Salaries, Benefit, and Total Expense.

- Enterprise Fund:
  - Revenues: Property Taxes, Grants, and Other Revenues.
  - Expenses: Salaries, Benefit, and Total Expense.

- Investment Fund:
  - Revenues: Property Taxes, Grants, and Other Revenues.
  - Expenses: Salaries, Benefit, and Total Expense.

### June 30, 2019

Balance Sheet - Governmental Funds

Marion County Board of Education
<table>
<thead>
<tr>
<th></th>
<th>General</th>
<th>Special</th>
<th>Debt</th>
<th>Capital</th>
<th>Total</th>
<th>Governmental</th>
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<tr>
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<td>Current</td>
<td>Expense</td>
<td>Service</td>
<td>Projects</td>
<td>Fund</td>
<td>Governmental</td>
</tr>
<tr>
<td></td>
<td>Revenue</td>
<td>Fund</td>
<td>Fund</td>
<td>Fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Property taxes</td>
<td>$34,432,176</td>
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<td>$2,161,750</td>
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<td>$36,593,926</td>
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<tr>
<td>Other local sources</td>
<td>1,555,307</td>
<td>863,577</td>
<td>44,148</td>
<td>619</td>
<td>2,463,651</td>
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<td>State sources</td>
<td>51,172,566</td>
<td>5,694,252</td>
<td>-</td>
<td>-</td>
<td>56,866,818</td>
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<td>Federal sources</td>
<td>1,293,776</td>
<td>5,819,279</td>
<td>-</td>
<td>-</td>
<td>7,113,055</td>
<td></td>
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<tr>
<td>Miscellaneous sources</td>
<td>-</td>
<td>-</td>
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<td>-</td>
<td></td>
</tr>
<tr>
<td>Total revenues</td>
<td>88,453,825</td>
<td>12,377,108</td>
<td>2,205,898</td>
<td>619</td>
<td>103,037,450</td>
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<tr>
<td>Expenditures:</td>
<td></td>
<td></td>
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<td>Instruction</td>
<td>52,879,207</td>
<td>6,640,843</td>
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<td>-</td>
<td>59,520,050</td>
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<td>Supporting services:</td>
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<td></td>
<td></td>
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<tr>
<td>Students</td>
<td>2,999,053</td>
<td>311,070</td>
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<td>-</td>
<td>3,310,123</td>
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<td>Instructional staff</td>
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<td>1,284,912</td>
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<td>-</td>
<td>4,603,993</td>
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<td>General administration</td>
<td>1,358,135</td>
<td>101,077</td>
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<td>-</td>
<td>1,459,212</td>
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<td>School administration</td>
<td>5,165,266</td>
<td>-</td>
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<td>5,165,266</td>
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<tr>
<td>Central Services</td>
<td>2,023,852</td>
<td>8,276</td>
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<td>-</td>
<td>2,032,128</td>
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<td>Operation and maintenance of facilities</td>
<td>12,537,629</td>
<td>8,045</td>
<td>-</td>
<td>-</td>
<td>12,545,674</td>
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<td>Student transportation</td>
<td>6,387,231</td>
<td>637,735</td>
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<td>-</td>
<td>7,024,966</td>
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<td>Other</td>
<td>-</td>
<td>146,817</td>
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<tr>
<td>Food services</td>
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<td>4,843,174</td>
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<td>4,843,174</td>
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<td>Community services</td>
<td>100,197</td>
<td>-</td>
<td>-</td>
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<td>100,197</td>
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<td>Capital outlay</td>
<td>1,229,287</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,229,287</td>
<td></td>
</tr>
<tr>
<td>Debt service:</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal retirement</td>
<td>-</td>
<td>-</td>
<td>1,700,000</td>
<td>-</td>
<td>1,700,000</td>
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<td>Interest and fiscal charges</td>
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<td>-</td>
<td>212,220</td>
<td>-</td>
<td>212,220</td>
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<tr>
<td>Total expenditures</td>
<td>87,998,938</td>
<td>13,981,949</td>
<td>1,912,220</td>
<td>-</td>
<td>103,893,107</td>
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<td>Excess (deficiency) of revenues over expenditures</td>
<td>454,887</td>
<td>(1,604,841)</td>
<td>293,678</td>
<td>619</td>
<td>(855,657)</td>
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<tr>
<td>Other financing sources (uses):</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers in</td>
<td>106,528</td>
<td>1,769,462</td>
<td>-</td>
<td>-</td>
<td>1,875,990</td>
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<tr>
<td>Bond proceeds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Transfers (out)</td>
<td>(1,769,462)</td>
<td>(106,528)</td>
<td>-</td>
<td>-</td>
<td>(1,875,990)</td>
<td></td>
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<tr>
<td>Total other financing sources (uses)</td>
<td>(1,662,934)</td>
<td>1,662,934</td>
<td>-</td>
<td>-</td>
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<td></td>
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<tr>
<td>Net change in fund balances</td>
<td>(1,208,047)</td>
<td>58,093</td>
<td>293,678</td>
<td>619</td>
<td>(855,657)</td>
<td></td>
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<tr>
<td>Fund balances - beginning</td>
<td>13,323,379</td>
<td>2,134,932</td>
<td>1,409,058</td>
<td>6,365</td>
<td>16,873,734</td>
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<tr>
<td>Restatement of fund balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Fund balances - beginning, as restated</td>
<td>13,323,379</td>
<td>2,134,932</td>
<td>1,409,058</td>
<td>6,365</td>
<td>16,873,734</td>
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<tr>
<td>Fund balances - ending</td>
<td>$12,115,332</td>
<td>$2,193,025</td>
<td>$1,702,735</td>
<td>$6,984</td>
<td>$16,018,077</td>
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</table>

See Notes to Financial Statements
3217 - WEAPONS

The Board of Education hereby finds that the safety and welfare of the citizens of this County are inextricably dependent upon assurances of safety for children attending, and the persons employed by, schools in this county.

The Board prohibits professional personnel members from possessing or carrying or causing the possession or carrying of any firearm or other deadly weapon in any setting that is under the control and supervision of the Board including, but not limited to, property leased, owned, or contracted for by the Board, the site of any school-sponsored event, or in a Board-owned vehicle unless such person is a law-enforcement officer acting in his/her official capacity or s/he has the express written permission of the Board or principal to conduct programs with valid educational purposes. Any professional employee who violates this policy shall be subject to disciplinary action, up to and including termination.

This prohibition does not apply to an individual twenty-one (21) or older who has a valid concealed handgun permit and possesses a concealed firearm while in a motor vehicle in a public school’s parking lot, traffic circle, or other area of vehicular ingress or egress so long as the firearm is out of view from individuals outside the vehicle.

Further, this prohibition does not apply to an individual twenty-one (21) or older who has a valid concealed handgun permit and possesses an unloaded firearm in a locked vehicle or locked firearm case, that is on any part of school grounds used as a parking facility provided, however that the handgun case or rack is not visible to those passing by the vehicle (i.e., the case is in the vehicle trunk, glove box or other interior compartment, or in another locked container securely fixed to the vehicle.)

The term "deadly weapon" means an instrument which is designed to be used to produce serious bodily injury or death or is readily adaptable to such use. The term "deadly weapon" shall include, but not be limited to the following:

A. "Blackjack" means a short bludgeon consisting, at the striking end, of an encased piece of lead or some other heavy substance and, at the handle end, a strap or springy shaft which increases the force of impact when a person or object is struck. The term "blackjack" shall include, but not be limited to, a billy, billy club, sand club, sandbag or slapjack.

B. "Gravity knife" means any knife that has a blade released from the handle by the force of gravity or the application of centrifugal force and when so released is locked in place by means of a button, spring, lever or other locking or catching device.

C. "Knife" means an instrument, intended to be used or readily adaptable to be used as a weapon, consisting of a sharp-edged or sharp-pointed blade, usually made of steel, attached to a handle which is capable of inflicting cutting, stabbing or tearing wounds. The term "knife" shall include, but not be limited to, any dagger, dirk, poniard or stiletto, with a blade over three and one-half (3 1/2) inches in length, any switchblade knife or gravity knife and any other instrument capable of inflicting cutting, stabbing or tearing wounds. A pocket knife with a blade three and one-half (3 1/2) inches or less in length, a hunting or fishing knife carried for hunting, fishing, sports or other recreational uses, or a knife designed for use as a tool or household implement shall not be included within the term "knife" as defined herein unless such knife is knowingly used or intended to be used to produce serious bodily injury or death. "Knife" means an instrument, intended to be used or readily adaptable to be used as a weapon, consisting of a sharp-edged or sharp-pointed blade, usually made of steel, attached to a handle which is capable of inflicting cutting, stabbing or tearing wounds. The term "knife" shall include, but not be limited to, any dagger, dirk, poniard or stiletto, any switchblade knife or gravity knife and any other instrument capable of inflicting cutting, stabbing or tearing wounds.
D. "Switchblade knife" means any knife having a spring-operated blade which opens automatically upon pressure being applied to a button, catch or other releasing device in its handle.

E. "Nunchaku" means a flailing instrument consisting of two (2) or more rigid parts, connected by a chain, cable, rope or other nonrigid, flexible or springy material, constructed in such a manner as to allow the rigid parts to swing freely so that one (1) rigid part may be used as a handle and the other rigid part may be used as the striking end.

F. "Metallic or false knuckles" means a set of finger rings attached to a transverse piece to be worn over the front of the hand for use as a weapon and constructed in such a manner that, when striking another person with the fist or closed hand, considerable physical damage may be inflicted upon the person struck. The terms "metallic or false knuckles" shall include any such instrument without reference to the metal or other substance or substances from which the metallic or false knuckles are made.

G. "Pistol" means a short firearm having a chamber which is integral with the barrel, designed to be aimed and fired by the use of a single hand.

H. "Revolver" means a short firearm having a cylinder of several chambers that are brought successively into line with the barrel to be discharged, designed to be aimed and fired by the use of a single hand.

I. Other deadly weapons of like kind or character above which may be easily concealed on or about the person.

J. Explosive, chemical, biological and radiological materials.

The term "deadly weapon" does not include any item or material owned by the school or County Board, intended for curricular use, and used by the student at the time of the alleged offense solely for curricular purposes.

"Concealed" means hidden from ordinary observation so as to prevent disclosure or recognition. A deadly weapon is concealed when it is carried on or about the person in such a manner that another person in the ordinary course of events would not be placed on notice that the deadly weapon was being carried.

"Firearm" means any weapon which will expel a projectile by action of an explosion.

The principal or, if the violation does not occur within his/her jurisdiction, the administrator with authority, shall report any violation of this policy to the WV State Police and the State Superintendent of Schools within seventy-two (72) hours after the violation occurs, and to the County Superintendent immediately. Any professional employee who violates this policy will be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy.

Exceptions to this policy include:

A.

1. acting in his/her official a law enforcement officer capacity; law enforcement officer employed by a Federal, State, County, or municipal law enforcement agency;

2. employed by a Federal, State, county, or municipal law enforcement agency; a qualified retired law enforcement officer who meets all requirements under the Law Enforcement Officer Safety Act of 2004, carries that firearm in a concealed manner, and has the appropriate official identification in accordance with the act;

3. any probation officer in the performance of his/her duties;

4. a retired law enforcement officer who:

   1. is employed by a State, county, or municipal law enforcement agency;

   2. is covered for liability purposes by his/her employer;

   3. is authorized by the School Board and the school principal to serve as security for a school;

   4. meets all the requirements to carry a firearm as a qualified retired law enforcement officer under the Law Enforcement Officer Act of 2004, as amended, pursuant to 18 U.S.C. 926(c); and

   5. meets all the requirements for handling and using a firearm established by his/her employer, and has qualified with his/her firearm to those requirements;
5. persons age twenty-one (21) or older who have a valid concealed handgun permit and possess a concealed handgun while in a motor vehicle in a public school's parking lot, traffic circle, or other areas of vehicular ingress or egress so long as the firearm is out of view from the individuals outside of the vehicle.

6. a person, other than a student of a primary and secondary facility, specifically authorized by the Board or principal where the property is located to conduct programs with valid educational purposes;

7. cases, unloaded firearms in a locked vehicle driven or parked in any part of school grounds used as a parking facility that is on any part of school grounds used as a parking facility provided however that the handgun case or rack is not visible to those passing by the vehicle (i.e., the case is in the vehicle trunk, glove box or other interior compartments, or in another locked container securely fixed to the vehicle);

8. persons with written approval from the Board or the Building Principal to conduct programs with valid educational purposes (working firearms and ammunition shall never be approved); programs or raffles conducted with the approval of the Board of Education or school which include the display of unloaded firearms, provided that such unloaded firearm must have first had the firing mechanism removed and the firearm must thereafter have been checked by a member of the West Virginia State Police to ensure that it is safe;

9. the official mascot of West Virginia University, commonly known as "The Mountaineer", acting in his/her official capacity;

10. the official mascot of Parkersburg South High School, commonly known as the Patriot, acting in his/her official capacity;

11. starter pistols, incapable of expelling a projectile by (x) action of an explosion, when used in appropriate sporting events.

Professional employees shall report any information concerning weapons and/or threats of violence by students, other employees, or visitors to the immediate supervisor. Failure to report such information may subject the employee to disciplinary action, up to and including termination.

Revised 12/3/07

Legal

18 U.S.C. 922

WV State Code 61-7-2, 61-7-11, 61-7-11a, 61-7-17