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

Install (2) Heat Exchangers at Watson Elementary School

- Includes (2) gas heat exchangers with Inducers
- Includes (2) ignitor kits
- Includes (2) high temperature red silicone sealants

Note: Lift provided by Marion County Schools.

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:

NINETHOUSAND, NINE HUNDRED, THIRTY FIVE DOLLARS... TOTAL: $9,935

Payment to be made as follows: Net 30 days

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

Authorized Signature
Brandi Hines
bhines@scaliseindustries.com

NOTE: This proposal may be withdrawn if not accepted within 60 days.
GENERAL TERMS AND CONDITIONS OF THE SCALISE INDUSTRIES FACILITIES AGREEMENT

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

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

3. Access, Temporary Services, and Cleanup. Unless otherwise stated in the Scope of Work, the following services and utilities will be 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 non-binding mediation. If CUSTOMER and SCALISE are still unable to resolve the dispute in mediation, the dispute can then be submitted to binding arbitration under the Construction Industry Rules of the American Arbitration Association then in effect. Any such arbitration demand or any other legal action by CUSTOMER or SCALISE relating to this Service Agreement or any alleged breach of this Service Agreement must be commenced within two (2) years from the date of the successful Acceptance Test or the applicable statute of limitations, whichever is earlier.

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

FROM: Gia Deasy

SUBJECT: Board Approval

DATE: October 19, 2016

Please place this request on the next board agenda.

Board approval is requested for the following:

- Agreement with The West Virginia Autism Training Center at Marshall University to provide behavioral consultation and training services to Marion County Schools.
Professional Consultation Agreement

This agreement is entered into on the date signed by both representatives between Marion County Schools (hereafter referred to as the "Contracting Party") and the West Virginia Autism Training Center at Marshall University (hereafter known as the "Contractor"). Whereas the Contracting Party desires behavioral consultation and training services and whereas the Contractor is able to provide such services, both parties agree to the following terms and conditions:

Nature of Contractors and Agreement

1. Each party to this agreement represents, warrants and covenants to the other as follows:
   a. It is the full right and legal authority to enter into and fully perform this agreement in accordance with its terms;
   b. This agreement when executed and delivered by the parties will be a legal, valid, and binding obligation enforceable against either party in accordance with its terms.

2. Each party of this agreement shall be independent of each other, and shall not under any circumstances hold themselves out as or be considered as agents or employees of each other.

3. The Contracting Party and its officers and employees shall not be liable for any claim, injury, demand, or other judgments arising out of the actions or failure to act by the Contractor or any of its officers, employees, or agents. The Contractor and its officers
and employees shall not be liable for any claim, injury, demand, or other judgments arising out of the actions or failure to act by the Contracting Party or any of its officers, employees, or agents.

Responsibilities of the Contractor

The Contractor shall:

1. Provide consultation specific to the behavioral intervention and academic instruction of students with Autism Spectrum Disorder (ASD). Duties may include, but is not limited to review of records, functional assessment, teacher training, teacher meetings, administrative meetings, guardian meetings, individual student interviews, remote technical support, and behavior intervention recommendations.

2. Provide written and/or verbal reports of services and activities as requested by the Contracting Party.

3. Maintain confidentiality of student information as established by the Contracting Party’s policies and procedures. The Contractor will not release protected information without proper legal authorization.
Responsibilities of the Contracting Party

The Contracting Party shall:

1. Provide appropriate and adequate space for the delivery of services.
2. Provide access to student records to facilitate consultation.
3. Coordinate/Schedule time and location of meetings agreed upon by both parties.
4. Make designated staff available for specific consultation activities.

Duration of Agreement

1. Either party may terminate this agreement by providing the other party with a 30 day written notice.
2. The agreement is subject to renegotiations at any time with all changes being documented in a revised agreement.

Financial Agreements

1. The Contracting Party agrees to reimburse the Contractor for services specified in this agreement at an hourly rate of $150 per hour. This rate will include all travel expenses (lodging, meals, and mileage). Payments should be attributed to the Contractor’s tax identification number of 55600789.
2. Both parties will mutually agree upon the number of hours of service per month.
   a. The Contractor will provide weekly updates to the Contracting Party regarding the number of consultation hours provided.
b. If the number of consultation hours appear to be approaching more than mutually agreed upon, the contractor will notify the Contracting Party immediately and provide a detailed explanation for the increase.

3. The Independent Contractor agrees to submit monthly invoices for services rendered to the Contracting Party in accordance with this agreement. Such invoices will contain the following information:
   a. Date of Service
   b. Specific Service
   c. Length of Time of Service
   d. Fee for Service
   e. Total Charge for the Month

4. The Contracting Party agrees to pay invoices submitted by the Independent Contractor in a timely manner and within 30 days of receipt of said invoice.
For Marion County Schools ("Contracting Party")

__________________________  ______________________
Signature                                    Date

__________________________
Printed Name

For West Virginia Autism Training Center at Marshall University ("Contractor")

__________________________  ______________________
Signature                                    Date

__________________________
Printed Name
TO: Mr. Price, Superintendent  
FROM: Mr. Chad Norman  
DATE: November 7, 2016  
SUBJECT: Requisition of Board Approval

Please consider approving the purchase of a 2017 Ford Explorer from Jenkins Ford, in the amount of $26,907.00. Other Bids were Corwin Ford $27,220 and Wilson Ford $29,095. The purpose of the vehicle will be used in transportation by the Administrator of Special Ed. FUNDING: Transportation
MODEL NAME & NUMBER

Enter Base Price:

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<th>Fuel Type</th>
<th>Price</th>
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**BASE PRICE**: $26,907

**OPTIONS**

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**TOTAL OPTIONS**: $-

**DEDUCTS**

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**TOTAL DEDUCTS**: $-

A $26,907

B 1

A x B = C

$26,907

8 Billingsley Drive • Buckhannon, West Virginia 26201
304-472-1700 • www.jenkinsford.com
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<th>Additional Information</th>
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<td>L</td>
<td>MED LT CAMEL</td>
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**Retail Prices:**
- $33810

**Options:**
- 4DR 4WD BASE
- .112.6" WB
- INGOT SLVR MET
- CLOTH BUCKET
- MED LT CAMEL
- EQUIP GRP
- .3.5L V6 TIVCT
- .6-SPD AUTO TRAN
- .P245/60R18 A/S
- SLCTSHFT TRANS
- FLEX-FUEL
- SP DLR ACCT ADJ
- SP FLT ACCT CR
- FUEL CHARGE

**Code:**
- K8B: 4DR 4WD BASE
- UX: INGOT SLVR MET
- 7: CLOTH BUCKET
- L: MED LT CAMEL
- 100A: EQUIP GRP
- 998: .3.5L V6 TIVCT
- 44J: .6-SPD AUTO TRAN
- 998: .3.5L V6 TIVCT
- 44J: .6-SPD AUTO TRAN

**Additional Notes:**
- *THIS IS NOT AN INVOICE*
TO: Superintendent Gary Price
FROM: Johnathon Denham
DATE: November 15, 2016
RE: Request for Approval of Chaperone List

I am requesting on behalf of West Fairmont Middle School for your recommendation of approval from the Board of the following names as chaperones.

Lisa Stern
Michael Stern

Thank you for your consideration regarding this matter.
TO: Superintendent Gary Price
FROM: Ray Frazier
DATE: November 15, 2016
RE: Request for Approval of the Purchase of a Welder

I am requesting on behalf of Marion County Technical Center the approval to purchase of a Welder from BYKOTA, INC., in amount of $5,891.00. FUNDING: Perkins/Federal Funds.
quote ORD 1-0100534

BYKOTA, INC.
P.O. BOX 1507
1179 GOOD HOPE PIKE STE 102
CLARKSBURG, WV 26302-1507
(304) 624-5591

Thank you for your order. We appreciate your business.

Tax No: ON FILE

BYKOTA, INC. TECHNICAL CENTER
ATTN: TARA STANLEY
#2 NORTH MARION DRIVE
FARMINGTON, WV 26571

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|Ord |Ship |Mfr| Part Number | Description | Price|Ext |
|-----|-----|---|-------------|-------------|------|
|1 |1 | | MIS WELDER KIT | WELDER KIT | 5891.00 | 5f |

Part numbers that are in this kit.

- MIS.MTS251SI：EACH 1
- MIS.250：EACH 1
- MIS.DRIVE：EACH 1
- DYNB.18100：EACH 1

Order Date Inv:

Page: 1

10/27/2016 6:49 PM
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