MEMORANDUM

TO: Randy Farley
   Superintendent
FROM: Steve Malnick
SUBJECT: Board Approval
DATE: 12/9/19

Please request approval to purchase Headphones with mic for schools to use in computer labs. Purchase is from ACP Direct.

Fund – County
Total - $7,654.00
Nailing Address:
ACP Direct
PO Box 703168
Dallas, TX 75370-3168

Tax ID: 75-2986112

Phone: (800) 238-8009
Fax: (800) 238-3117
Web: www.acpdirect.com

Sold To:
Marion County Schools
1516 Mary Lou Retton Drive
Accounts Payable (DUP)
W# 11805
Fairmont, WV 26554

Confirm To:
Heidi Kosik

Ship To:
Marion County Schools
1516 Mary Lou Retton Drive
Attn: Heidi Kosik
Fairmont, WV 26554

Confirm To:
Heidi Kosik

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Shipping Estes Freight IDwLG
DEL HRS:
ACP Direct is the Sole Source Vendor
of Item# LS5750

Net Order: 6,950.00
Less Discount: 0.00
Freight: 704.00
Sales Tax: 0.00
Order Total: 7,654.00
Headphones

Gina DeLorenzo
Fri 11/1/2019 2:26 PM
To: Heidi Kosik <hkosik@k12.wv.us>
Cc: Claude Malnick <cralnick@k12.wv.us>; Gina DeLorenzo <gdeloren@k12.wv.us>

Hello Heidi,

After calculating the Read 180/System 44 teacher request for head phones, we need 434 sets.

Thank you,
Gina L. DeLorenzo
C & I Coordinator
Marion County Board of Education
1516 Mary Lou Retton Drive
Fairmont, WV 26554
304-367-2100 Ext. 127

Internet Email Confidentiality Disclaimer
This message may contain confidential information including but not limited to, student personally identifiable information. Such information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, printing, destruction, or the taking of any action in reliance on the contents of the information contained herein is strictly prohibited. If you receive this email in error, please immediately notify me by email at the address above to arrange for return of the original document to me. Thank you.
I. SERVICE GUARANTEE: Orkin Pest Control ("Orkin") will provide a Bed Bug Service (treatment) under the terms and conditions of this Agreement, which supersedes any terms and conditions for bad bug treatment service set in an agreement with Orkin. Orkin will provide treatment to the rooms/areas identified above. This Agreement includes a 30-day retreatment guarantee only. It will not provide permanent control or continuous protection which may not be guaranteed by other terms of this Agreement. The beds that will not return, but if they return to the treated areas within 30 days following the completion of initial service, Orkin will retreat these areas free of charge.

II. SERVICE EXCLUSION: The Customer understands that the service is for bed bugs only and does not include service for any other pests.

III. CUSTOMER DECLARATIONS: The Customer must confirm that results of service are relative to and dependent upon the cooperation of the Customer, and the Customer agrees to assist Orkin as reasonably necessary to facilitate service, which includes making accessible the areas to be serviced and completing the Bed Bug Service Preparation Checklist.

IV. LIMITATION OF LIABILITY: The Customer expressly releases Orkin from liability for any claim for personal injury (including slips or bites from any pests) or property damage (including the structure or contents) caused by any pests. The Customer agrees that Orkin is not responsible for consequential damages for loss of use of property. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived.

V. INDEMNIFICATION: The Customer agrees to defend, indemnify and hold harmless Orkin, its directors, officers and employees, agents and representatives, from and against any and all claims, losses, damages, expenses (including reasonable attorney's fees), settlements, costs, charges and liabilities of every kind or nature arising out of or relating to any and all claims, demands, obligations, actions, proceedings or causes of actions of every kind and character, including injury to person or property of whatsoever kind and nature in connection with the services provided hereunder ("Claim"), unless such Claim is caused by the gross negligence or willful misconduct of Orkin.

VI. ADMISSION/ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, ARBITRATION, UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE CONDUCTED BY AAA, IF ADMINISTERED UNDER THE AAA COMMERCIAL ARBITRATION RULES, A CLAIM SHALL BE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AGREES THAT THE ARBITRATOR(S) SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE CONDUCTED AS PROVIDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED TO THE HEARING THAT THE ARBITRATOR(S) SHALL BE APPOINTED BY AAA, WITHIN 30 DAYS OF THE ORIGINAL ARBITRATOR(S) APPOINTMENT. THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILED FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO THE ARBITRAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL ARBITRATION APPEAL SHALL BE CONDUCTED IN THE SAME MANNER AS THE INITIAL ARBITRATION, EXCEPT THAT THE ARBITRATOR(S) MAY BE THE SAME ARBITRATOR(S). THE APPEAL ARBITRATION APPEAL SHALL CONDUCT AN ARBITRATION IN ACCORDANCE WITH THE AAA COMMERCIAL ARBITRATION RULES.

VII. CHEMICAL INFORMATION WARNING: Customer shall notify all persons on the premises that Orkin will be applying pesticides in and around the premises, and that virtually all pesticides have some degree of odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to pesticides or who has a medical condition affected by pesticides, then Customer shall immediately notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.

VIII. APPLICABLE LAW: This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of law principles.

IX. ENTIRE AGREEMENT: Customer acknowledges that the only terms and conditions of this Agreement are those stated within this document and that there are no other terms or provisions which apply other than those printed here in. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall be deemed deleted from this Agreement.

I agree to pay ORKIN the below amount prior to receiving this bed bug treatment.

- **SERVICES RENDERED**
  - **SALES / SERVICE TAX** $0.00
  - **PRODUCT SALES / ONE-TIME** $0.00
  - **CHARGES PLUS TAX (if applicable)** $6,120.00
- **AMOUNT DUE** $6,120.00
- **AMOUNT PAID** $0.00
- **BALANCE DUE** $6,120.00

**Paul Richards**

**209086**

**(304) 647-1021**

**Department Manager**

**A1132 REV. 7 2012**

**City** Clare

**2715 Buckhannon Pike**

**Zip Code** 26408

**Date** 12/9/19

**Mt. Clare**

**WV**

**State**

**Signature**

**20-2256**

**GRID #**

**LOCATION**
Customer: MARION COUNTY SCHOOLS

In order to ensure the satisfactory delivery of service, the Customer must cooperate in the preparation and follow-up of rooms/areas to be serviced. The Customer acknowledges that he/she has read and understands the preparation items as set out below, and agrees to perform all preparation as required.

The service will not be provided until the rooms are completely prepared as set out herein.

Customer preparation of premises for bed bug service includes:

1. Take rooms to be treated out of service for a minimum of 48 hours.
2. Loosen the carpet at floor / wall junction around the perimeter of the rooms.
3. Detach, but leave in room, all items attached to walls (pictures, light fixtures, outlet covers, headboards, etc.).
4. Vacuum floors using crack and crevice tool under wall baseboard.
5. Vacuum seams and general surface area of mattress and box spring. If sofa contains foldout sofa bed, vacuum and remove mattress from sofa for treatment. DO NOT FORGET UNDERSIDE OF BOX SPRING.
6. Vacuum seams and general surface area of all sofa and chair cushions.
7. Remove vacuum cleaner bag and discard outside of the facility immediately.
8. Remove cloth cover from bottom of box spring. Save for re-attachment after service.
9. Remove cushions from sofas and recliners. Turn sofas and chairs upside down and place in middle of room away from walls.
10. Repair any loose wallpaper and baseboard covering.
11. Repair any sources of moisture, such as leaky faucets or air conditioner condensation lines and pans.
12. Remove all mattress tags.
13. Other

Customer preparation of premises and equipment for return to operation will include:

14. After treatment, re-attach cloth cover to bottom of box springs.
15. After treatment, seal all unnecessary cracks and crevices in the room and on housekeeping carts with caulk or an appropriate sealant.
16. Re-attach or replace all furniture, pictures, light fixtures, headboards, etc., to their original location.

[Signature]
Paul Richards
Inspector Name (Ph.)
12/9/19
Date

LOCATION
CONVENTIONAL BED BUG TREATMENT PREP SHEET - MULTIFAMILY AND HOSPITALITY

Preparation of premises for bed bug services include:

☐ Clean up clutter and put away belongings to ensure the Orkin Commercial Pest Specialist can easily move throughout the unit during the service. Do not remove any items (e.g. books, phones, decorative accessories, etc.) from your unit until treated by the Orkin Commercial Pest Specialist.

☐ Detach, but leave in unit, all accessible items attached to walls (pictures, outlet covers, headboards, etc.).

☐ If possible, pull bed(s) away from wall (at least 2 ft.), but leave in the unit for treatment.

☐ Strip mattress(es) and box spring(s) of comforters, sheets, bedspreads or bed skirts, as well as empty all closets, dressers and nightstands of clothing, bedding and other soft goods. Seal all items in plastic bags with twist ties or tape, but leave in the unit until the Orkin Commercial Pest Specialist arrives. Also remove all mattress tags.

☐ Remove dust cover from bottom of box spring(s). Save for re-attachment after service performed, or consider purchasing a specialized bed bug proof encasement.

☐ Launder in hot water all previously bagged clothing, bedding and other soft goods from the bed bug infested unit. Then place laundered clothing in dryer for at least 15 minutes at a high temperature to kill all bed bugs present. Follow the same drying procedure before taking any clothing to the dry cleaners to avoid transporting bed bugs. Clothing can be returned to the room/unit at the time instructed following treatment.

☐ Remove cushions from sofas and recliners. Turn sofas and chairs upside down and place in the middle of rooms away from walls.

☐ Vacuum floors using vacuum crevice tool in cracks and crevices at the wall/floor junction and uncar wall baseboard. If necessary, due to severe infestation or signs of activity present, carpet may need to be loosened at the floor/wall junction around the perimeter of the room for treatment.

☐ Vacuum seams and general surface area of mattress(es) and box spring(s). If the sofa contains a foldout sofa bed, vacuum and remove mattress from sofa for treatment. Also, vacuum the bottom of the springs.

☐ Vacuum seams and general surface area of all sofa and chair cushions.

☐ Remove vacuum cleaner bag and discard outside of the structure (e.g. hotel, apartment building) immediately.

☐ If necessary, dispose of the mattress and/or box spring. To properly dispose of a mattress/box spring, first, cut both sides of the mattress and/or box spring so they are no longer usable, and seal them in a poly sheeting or mattress bag (available from moving companies) before transporting them to a disposal site. Be sure to contact your local municipality to find out about any specific regulations on mattress/box spring disposal.

☐ Additional Items/Comments:

Resident(s) of the infested unit cannot be present during the time of the bed bug service. The resident(s) must vacate the unit during the service for the specified amount of time as deemed by the Orkin Commercial Pest Specialist.

Service Start Time: __________________________

Estimated Service End Time: _______________________ 

Resident(s) preparation of premises for return to occupancy will include:

☐ After treatment, if no encasement is used, re-attach dust cover to bottom of box springs.

☐ Reattach or replace all furniture, pictures, headboards, etc. to their original locations.
COMMERCIAL SPECIAL SERVICE
BED BUG AGREEMENT

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN BRANCH MANAGEMENT, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

Customer Name: MARION COUNTY SCHOOLS
Customer Service Address: 1579 MARY LOU RETTON DR.
City: FAIRMONT
State: West Virginia
Zip Code: 26554
Phone: (304) 367-2160

I. SERVICE GUARANTEE: Orkin Pest Control (hereafter "Orkin") will provide a Bed Bug Service (treatment) under the terms and conditions of this Agreement, which supersedes any terms and conditions for bed bug treatment service set out in any other Agreement with Orkin. Orkin will provide treatment to the rooms/areas identified above. This Agreement includes a 30-day retreatment guarantee only. It will NOT provide pest control or continuous protection. Orkin does not guarantee that bed bugs will be removed, but if they return to the treated areas within 30 days following the completion of initial service, Orkin will retreat these areas free of charge.

II. SERVICE EXCLUSION: The Customer understands that this service is for bed bugs only and does not include service for any other pests.

III. CUSTOMER OBLIGATIONS: Customer understands that results of service are relative to and dependent upon the cooperation of the Customer, and Customer agrees to assist Orkin as reasonably necessary to facilitate service, which includes making accessible the areas to be serviced and completing the Bed Bug Service Preparation Checklist.

IV. LIMITATION OF LIABILITY: The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from any pests) or property damage (to include the structure or contents) caused by any pests. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided. In no event will Orkin be responsible for consequential damages for loss of use of the premises. Any claim for damages must be made in writing within one (1) year of the incident or issue or it will be deemed waived.

V. INDEMNIFICATION: The Customer agrees to defend, indemnify and hold harmless Orkin, its directors, officers and employees, agents and representatives, from and against any and all claims, losses, damages, expenses, including liability to person or property of whatsoever kind and nature in connection with the services provided hereunder (hereinafter "Claim"), unless such Claim is caused by the gross negligence or willful misconduct of Orkin.

VI. MEDIATION/ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF ANY AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA, IF ADMINISTERED UNDER THE AAA RULES. A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION. PRIVATE ATTORNEY GENERAL ACTION OR ANY SIMILAR REPRESENTATIVE ACTION, WHETHER AGAINST THE CUSTOMER OR ORKIN, IS NOT PERMITTED. IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE HEARING BE CONDUCTED BY A SINGLE ARBITRATOR. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD FILE AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FEES AND COSTS OF THE APPEAL OR OTHER ARBITRAL PROCEDURE.

VII. CONSEQUENTIAL DAMAGES: Customer shall notify all persons on the premises that Orkin will be applying pesticides in and around the premises. and that virtually all pesticides have some odor associated with them, which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to pesticides or who has a medical condition affected by pesticides, then Customer shall immediately inform Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.

VIII. ENTIRE AGREEMENT: Customer acknowledges that the only terms and conditions of this agreement are those stated within this document and that there are no other terms or provisions which apply other than those printed herein. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable. it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that any paragraph relating to the payment of damages, is found to be invalid or unenforceable then the entirety of the MEDIATION/ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

Paul Richards
290806
(304) 641-1021
Employee ID Number:

2715 Buckhannon Pike
Mt. Clare
WV 26408

Orkin Pest Control
COMMERCIAL SPECIAL SERVICE
BED BUG AGREEMENT

I agree to pay ORKIN the below amount prior to receiving this bed bug treatment.

SALES / SERVICE TAX $ 0.00
PRODUCT SALES / ONE-TIME $ 0.00
CHARGES PLUS TAX (if applicable) $ 0.00
AMOUNT DUE $ 6,127.00
AMOUNT PAID $ 0.00
BALANCE DUE $ 6,127.00

LOCATION
Customer: **MARION COUNTY SCHOOLS**

In order to ensure the satisfactory delivery of service, the Customer must cooperate in the preparation and follow-up of rooms/areas to be serviced. The Customer acknowledges that he/she has read and understands the preparation items as set out below, and agrees to perform all preparation as required. **The service will not be provided until the rooms are completely prepared as set out herein.**

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10. Repair any loose wallpaper and baseboard covering.
11. Repair any sources of moisture, such as leaky faucets or air conditioner condensation lines and pans.
12. Remove all mattress tags.
13. **Other**

**Customer preparation of premises and equipment for return to operation will include:**

14. After treatment, re-attach cloth cover to bottom of box springs.
15. After treatment, seal all unnecessary cracks and crevices in the room and on housekeeping carts with caulk or an appropriate sealant.
16. Re-attach or replace all furniture, pictures, light fixtures, headboards, etc., to their original location.

\[Signature\]

Paul Richards
Inspector Name (Print)

**LOCATION**

**Date:** 12/9/19
Preparation of premises for bed bug services include:

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- Detach, but leave in unit, all accessible items attached to walls (pictures, outlet covers, headboards, etc.).
- If possible, pull bed(s) away from wall (at least 2 ft.), but leave in the unit for treatment.
- Strip mattress(es) and box spring(s) of comforters, sheets, bedspreads or bed skirts, as well as empty all closets, dressers and nightstands of clothing, bedding and other soft goods. Seal all items in plastic bags with twist ties or tape, but leave in the unit until the Orkin Commercial Pest Specialist arrives. Also remove all mattress tags.
- Remove dust cover from bottom of box spring(s). Save for re-attachment after service performed, or consider purchasing a specialized bed bug proof encasement.
- Launder in hot water all previously bagged clothing, bedding and other soft goods from the bed bug infested unit. Then place laundered clothing in dryer for at least 15 minutes at a high temperature to kill all bed bugs present. Follow the same drying procedure before taking any clothing to the dry cleaners to avoid transporting bed bugs. Clothing can be returned to the room/unit at the time instructed following treatment.
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Service Start Time: __________________________

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Resident(s) preparation of premises for return to occupancy will include:

- After treatment, if no encasement is used, re-attach dust cover to bottom of box springs.
- Reattach or replace all furniture, pictures, headboards, etc. to their original locations.
MEMORANDUM

TO:  Randy Farley  
FROM: Sally Morgan  
DATE: December 10, 2019

I am requesting Board approval for the payment of 70 rooms for 3 nights at the Marriott Orlando World Center while attending the Model Schools Conference. We have already been approved to attend the conference, but now need approval for the room reservations. There will be 70 teachers and administrators from Marion County attending the Model Schools Conference from June 28- July1, 2020. Rooms are $225 a night plus 12.5% tax for a total of $53,156.25. The monies will be taken out of Title II funds- line item 61.40910.12213.341

Thank You.
MEMORANDUM

To: Robin Haught
From: Randall Farley
Subject: Board Agenda
Date: 12/9/2019

I am requesting approval to order and pay for the carpet in the auditorium at East Fairmont High School through Family Carpet Outlet, in the amount of $12,500.00.

Bids:
Family Carpet Outlet, Inc. $12,500.00
Carpet One Floor & Home $18,110.00
GCO Carpet Outlet $18,359.60

Fund – County - $12,500.00
# Family Carpet Outlet, Inc.

**Address:**
2008 Pleasant Valley Road
Fairmont, WV 26505

**(304) 534-8208**
**(304) 534-8223**

**Call Phone Numbers:**
Bernie Bertus (304) 210-6201
Danny Dickson (304) 694-7689

---

**Proposal**

**EAST FAIRMONT HIGH SCHOOL**

**1993 Airport Rd.**

**FAIRMONT, WV 26554**

**Salesman:**
Danny Dickson

**Job Name:** Same

**DATE:** 11/14/19

**Ship To:** Same

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**WV Contractor License # WV06199**

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**Proposal**

**Customer Signature**

Danny Dickson

---

**FloorStore@11c@gmail.com**

https://outlook.office.com/m ail/Inbox/id/AAQkADA2ZWl0NGI3LW10DQsNDc3ZC04MjE1LWQ3Mjc5ZTk5MGRjMAAQALtubaSo4kVPU9gPYPJ%2BNs4...
Sold To
EAST FAIRMONT HIGH SCHOOL
1993 AIRPORT RD
FAIRMONT, WV 26554

Ship To
EAST FAIRMONT HIGH SCHOOL
AUDITORIUM
FAIRMONT, WV 26554

Quote Date
11/26/19

Tel #: 304-367-2140

PO Number
ES901944

Inventory Style/Item Color/Description Quantity Units Price Extension
001 LABOR-CARPET 1.00 EA 0.00 0.00

Auditorium
Furnish and Install Mohawk Broadloom Premium Nylon Field carpet and Border carpet and new covebase, transitions, and border including removal of the existing.

Materials and installation proposal: $18,110.00.
**GCO CARPET OUTLET**  
82 GREENBAG ROAD  
MOUNTAINEER MALL  
MORGANTOWN, WV 26501  
Telephone: 304-292-6040  Fax: 304-292-6042  

**QUOTE**

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1993 AIRPORT RD  
FAIRMONT, WV 26554 | EAST FAIRMONT HIGH SCHOOL  
AUDITORIUM  
FAIRMONT, WV 26554 |

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**Furnish and Install**  
Mohawk Carpet Style Mirada Stitchlock Broadloom (ravel free Duracolor Tricor Premium nylon) (Field Carpet)  
Style Spectrum V Broadloom (Border Carpet) (Color strand Nylon Class I)  
New covebase, transitions and border, including removal of existing.  
$18,359.60

---

11/21/19  
Sales Representative(s):  
CHARLEY CRANDALL

| Subtotal: | 0.00 |
| Sales Tax: | 0.00 |
| Misc. Tax:  | 0.00 |

**QUOTE TOTAL: $0.00**
TO: Randy Farley, Superintendent
FROM: Gina L. DeLorenzo, Coordinator of Curriculum & Instruction
RE: Reimbursement to Students Receiving a 3 or better on an Advanced Placement Exams
DATE: December 2, 2019

Please place the Advanced Placement Exam Reimbursement amount for $5,358.00 to Fairmont Senior High School on the next Marion County Board of Education agenda. This amount is for forty-five students that received a 3 or higher on 57 Advanced Placement exams during the spring of 2019. The funding is from the Advanced Placement budget code 61.08960.11111.611.502.

Thank you,

Gina L. DeLorenzo
November 25, 2019

Dear Mr. Farley

Please submit a check to Fairmont Senior High School in the amount of $5,358.00. Forty-five students received a 3 or higher on 57 Advanced Placement exams during the spring of 2019. (61.0860.11111.611.502) 08960

Thank You,

Gina DeLorenzo
Coordinator of Advanced Placement
<table>
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<th>Exam/Course</th>
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<th>First Name</th>
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The school will receive a check with the total amount. Each High School will then write individual checks to students.

Deliver the checks to the Financial Office by Friday, September 7th, 2019. A copy of your records is required for your records. Please keep this form as a copy of your records. Please make two copies and send them by mail or drop them off in person.

For any other questions, please call the Marion County Board of Education.

AP Coordinator: Mary Jo Roman

SCHOOL: Fairmont Senior High School

2018-2019 SCHOOL YEAR

3 OR HIGHER ON AP EXAM

MARION COUNTY BOARD OF EDUCATION
<table>
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Note: The table above contains the names, majors, and contact information for students along with their baseball status and phone numbers.
TO: Mr. Farley
FROM: Gia Deasy, Administrative Assistant for Special Education
SUBJECT: Board Agenda Item
DATE: December 3, 2019

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

System 44 Resources / Print Packages $41,167.88 from Federal Idea Funds
VENDOR: Houghton Mifflin Harcourt

Board approval is requested to purchase:

System 44 Next Generation Upper Elementary
 Teacher’s Edition – Qty 4 $1264.00
System 44 Next Generation Secondary
 Additional Classroom pack – Qty – 10 $35,992.00
Shipping & Handling $3,911.88
Houghton Mifflin Harcourt
Proposal
Prepared For
Marion Co School District

For the Purchase of:
System 44 NG Classroom Packs

Prepared By
Robin Lauver
robin.lauver@hmhco.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.
# Proposal for
## Marion Co School District
### System 44 NG Classroom Packs

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## Proposal Summary

**Total Savings:** $9,314.00  
**Subtotal Purchase Amount:** $37,256.00  
**Shipping & Handling (10.50%)**: $3,911.88  
**Total Cost of Proposal (PO Amount):** $41,167.88

---

Attention:  
Gina DeLorenzo  
gdeloren@k12.wv.us  
HMh Confidential and Proprietary

Intervention Solutions Group  
255 38th Avenue, Suite L  
St. Charles, IL 60174  
FAX: 800-724-4716  
InterventionSolutionsOrders@hmhco.com

10/22/2019  
007474142  
Sold:0000292616  
Ship:0000292616  
Page 2 of 3  
Please submit this form with your purchase order.
Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.
  Ship to: Marion County School District
  1516 Mary Lou Retton Dr
  Fairmont WV 26554-2204
  
  Sold to: Marion County School District
  1516 Mary Lou Retton Dr
  Fairmont WV 26554-2204
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our standard shipping terms are FOB Shipping Point. The shipping term for your proposal's FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.
For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 10/22/2019

Proposal Expiration Date: 12/6/2019

Houghton Mifflin Harcourt

Attention: Gina DeLorenzo
gdelorenzo@k12.wv.us
HMH Confidential and Proprietary

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FAX: 800-724-4716
InterventionSolutionsOrders@hmhco.com
Additional wrestling and mat maid chaperones

Mike Parrish
Tue 12/3/2019 12:50 PM
To: Robin Haught <robinhaught@k12.wv.us>
Christy Conaway

Erin Parker

Thanks
Aligning County Booster Organizations with WV State Accounting Procedures

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

1) Name of booster Group: Mannington Basketball Boosters

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

3) Date of the election of booster officers: May 15, 2019

4) Name of booster President: Ruji Carson Phone # 304-931-1147

5) Name of booster Vice President: Kari Dunham Phone # 304-62 1894

6) Name of booster Secretary: Julia Thomas Phone # 204-520 6101

7) Name of booster Treasurer: Kaitlyn Hahn Phone # 681-757-1820

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

9) Proof of booster Liability Insurance to principal: Date submitted: 10-15-19
10) Financial records submitted to the principal at the conclusion of the season:  

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

12) An inventory of all uniforms, equipment, and other team merchandise has been submitted to the school principal.  

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

Signatures  

Principal  

(Submit to Superintendent prior to June 1)  

Superintendent  

(To be approved by Board first meeting in July)  

FILE WITH TREASURER OF MARION COUNTY BOARD OF EDUCATION.
Marion County Board of Education
Field Trip Request Form

All field trips requiring Board approval must be submitted at least two weeks prior to the regular Board Meeting. All other requests must be in at least one week prior to the trip. All completed copies are to be submitted to the principal who will sign and forward to county office for approval. Please submit one field trip form per bus needed.

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<th>Date Submitted</th>
<th>Sponsor(s)</th>
<th>Sub Needed</th>
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<td>Group</td>
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<td>25</td>
<td>Sissonville</td>
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<td>Number to be transported</td>
<td>Destination</td>
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<td>Approximate Cost</td>
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Driver's Trip Report

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<tr>
<th>Bus Number</th>
<th>Bus Capacity</th>
<th>Total Number Transported</th>
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Destination | Date of Trip | Day of Week |
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Times:

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<thead>
<tr>
<th>Time</th>
<th>Day One</th>
<th>Day Two</th>
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<tbody>
<tr>
<td>Pre-Trip</td>
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<tr>
<td>Bus available to load</td>
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<td>Departure Time</td>
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<td>Return Time</td>
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<tr>
<td>Completion of bus cleanup</td>
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</tbody>
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Sponsor/Chaperone (Verify all times) | Driver Signature | Mileage | Fuel |
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<tbody>
<tr>
<td>tb/2017</td>
<td>White – Accounting</td>
<td>Yellow – Transportation Office</td>
<td>Pink – Driver</td>
</tr>
</tbody>
</table>
Marion County Board of Education  
Field Trip Request Form

All field trips requiring Board approval must be submitted at least two weeks prior to the regular Board Meeting. All other requests must be in at least one week prior to the trip. All completed copies are to be submitted to the principal who will sign and forward to county office for approval. Please submit one field trip form per bus needed.

<table>
<thead>
<tr>
<th>EFHS</th>
<th>11-14-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>School</td>
<td>Date Submitted</td>
</tr>
<tr>
<td>Girls Basketball</td>
<td>1-4-24</td>
</tr>
<tr>
<td>Group</td>
<td>Date of Trip</td>
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<td>Logan Co. High School</td>
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<td>Number to be transported</td>
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<td>Destination</td>
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<td>Purpose of activity</td>
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<td>Number of School Days Lost</td>
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<td>Approximate Cost</td>
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<td>Source of Funding</td>
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<td>Transportation Information</td>
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<td>Time bus to be loaded</td>
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<td>Approximate time to return</td>
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<td>Type of Transportation</td>
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<td>Is School to pay driver?</td>
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<td>Approval (granted / denied)</td>
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<td>Approval (granted / denied)</td>
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<td>Approval (granted / denied)</td>
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<td>Principal</td>
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<td></td>
<td>County Office</td>
</tr>
<tr>
<td></td>
<td>Transportation</td>
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<td></td>
<td>Date</td>
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Driver's Trip Report

<table>
<thead>
<tr>
<th>Bus Number</th>
<th>Bus Capacity</th>
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<tr>
<th>Destination</th>
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<th>Day of Week</th>
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<th>Sponsor/Chaperone</th>
<th>Driver Signature</th>
<th>Mileage</th>
<th>Fuel</th>
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East Fairmont High 11-14-19
School
Cheer
Group
Date Submitted 12-13-19
Date of Trip 12-14-19
Chaperone(s) Carissa Funk
Sponsor(s) Kari Keefover
Shannon Beckman
Karen Beckman
Yes
Sub Needed

16
Number to be transported
Marshall University
Destination

Purpose of activity State Cheer Competition

Number of School Days Lost 1
Approximate Cost
Source of Funding EHS Cheer Account

Transportation Information
Cars leaving 10:00 AM 12-13-19
Cars return 8:00 PM 12-14-19

Time bus to be loaded ____________ am / pm
Approximate time to return ____________ am / pm

Type of Transportation
☑ Private Auto
☐ Commercial Carrier
☐ List Carrier
☐ Marion County School Bus
Number Driver

Is School to pay driver?
☑ Yes
☐ No

Approval (granted / denied)
Principal
Date 12-12-14
Approval (granted / denied)
County Office
Date 12-9-2019
Approval (granted / denied)
Transportation

Driver’s Trip Report

Bus Number ____________ Bus Capacity ____________ Total Number Transported ____________

Destination __________________________ Date of Trip ____________ Day of Week ____________

Times:
☐ Day One
☐ Day Two
Pre-Trip ____________ am / pm ____________ am / pm
Bus available to load ____________ am / pm ____________ am / pm
Departure Time ____________ am / pm ____________ am / pm
Return Time ____________ am / pm ____________ am / pm
Completion of bus cleanup ____________ am / pm ____________ am / pm

Sponsor/Chaperone (Verify all times) ____________ Driver Signature ____________
Mileage ____________ Fuel ____________

tb/2017 White – Accounting
Yellow – Transportation Office
Pink – Driver
Gold – Driver
Marion County Board of Education

Scope: This policy establishes the procedures of the review, selection, and adoption of instructional resources to be used in the county public schools.


Effective Date: December 17, 2019

Instructional Resources Adoption Process (Marion County Policy 2510)

It will be the responsibility of the Curriculum and Instruction Department, under the direction of the Superintendent, for initiating and facilitating the county adoption process.

Marion County Board of Education shall furnish, free of charge, the necessary instructional resources to students attending the public schools within the county. The Marion County Board, when choosing to furnish electronic resources to its students and teachers shall provide reasonable access to these resources and the necessary computer equipment to students for completing assignments that require using the resources and equipment. All instructional resources furnished, as provided in this section, shall be the property of the county board and loaned to students and teachers on terms as the board prescribes.

Instructional resources are defined as print materials, electronic resources and systems, kit based instructional materials, or combinations of such instructional resources, which convey information to a student that covers not less than 80% of the required content and skills approved by the WVBE for subjects taught in the public schools of the state.

Open Educational Resources (OER) or county created resources may be utilized as a primary classroom resource for county classrooms. If OER resources are being considered, the county instructional resource adoption committee will be responsible for compiling the resources under the direction of the Curriculum and Instruction Department. If the county decides to create their own instructional resources, the county instructional resource adoption committee will create, review and evaluate the resources. The final decision that all of the criteria, standards and skills are met will be the content area coordinator from the Marion County Curriculum and Instruction Department. The Superintendent or designee will be responsible for reporting the instructional resources adopted to the state board of education by June 1.

If the county board wishes to use free-of-charge, Open Educational Resources (OER), or county board-created primary instructional resources, the county board must complete the Vendor Registration to appear on the West Virginia List of Registered Vendors of Instructional Resources for these materials created. The county board must provide alignment and review documentation for materials adopted. The county will ensure any OER instructional resources adopted shall meet the accessibility guidelines.

This policy does not apply to the purchase of supplementary instructional resources, including, but not limited to, reading books, library books, reference books, or other supplementary instructional resources. These supplementary instructional resources shall be ordered, received, examined, and paid for in the same manner and by the same persons as other supplies and equipment.

Adopted resources must be current and information presented accurately; therefore, resources may be updated, substituted, or otherwise changed and improved to ensure their current and accurate. Copyright dates of instructional resources being registered must not be more than three years prior to the beginning date of the adoption period.

A county board member or employee may not act as sales agent or benefit personally by sales, either directly or
indirectly, for any person, firm, or corporation that files an instructional resources statement with the State Superintendent.

All contracts for instructional resources will be between the county board and the vendor.

Gifts and Bribes to Influence Adoption of Instructional Resources A Felony; Penalty.

4.1. Per W. Va. Code §18-2A-9, "Any member of the state board, any county superintendent, any member of a county board or any other person who shall receive, solicit, or accept any gift, present, or thing of value to influence that individual in the vote for the adoption of instructional resources, print or electronic, or any combination thereof, or any person who shall either directly or indirectly give or offer to give any such gift or thing of value to any person to influence that individual in voting for the adoption of instructional resources, print or electronic, or any combination thereof, shall be guilty of a felony and, upon conviction thereof, shall be confined in a correctional facility for not less than one year nor more than three years."

Marion County may allow for off-cycle resource adoption. In the case of an off-cycle resource adoption, the county Central Office content area coordinator may establish a committee comprised of school, programmatic level, and/or content area representatives as deemed necessary.

Instructional Resource Committee Members

The County Instructional Resource Adoption Committee shall be comprised of the following:

A. Central Office content area coordinator who shall serve as committee chair
B. School, programmatic level, and/or content area representatives as deemed necessary by the committee chair

The County Instructional Resource Committee may meet during regular work hours or after normal work hours.

Training for the committee on the instructional resource adoption policy will be the responsibility of the Central Office content area coordinator and will include:

1. The policy and processes
2. Criteria used for evaluation
3. Ethic laws in regards to instructional resource review and selection

Following the review of instructional materials the committee will vote on the instructional resources for each programmatic level and/or content with a simple majority prevailing. The Superintendent, upon receiving the recommendation from the Instructional Committee chair, will make the recommendation to the county board.

Instructional Resource Review and Implementation

The process for reviewing instructional resources will ensure that resources meet the non-negotiable requirements established by the WVBE and cover no less than 80% of the required content and skills for a subject as approved by the WVBE. Marion County may rely on an instructional material review completed by the West Virginia Department of Education (WVDE) to fulfill this requirement.

Non-Negotiable Criteria is defined as to ensure that primary instructional resources meet the equity, accessibility, and format requirements of inter-ethnic, equal opportunity, format, bias, and freedom form reference to Common Core State Standards (per WV Code 18-2E-1b-1) All primary resources must meet 100% of the Non-Negotiable Criteria.
A. All resources on the West Virginia List of Registered Vendors of Instructional Resources may be considered.

B. The Central Office content area coordinator(s) will be responsible for contacting the vendors/publishers for samples of instructional resources or to ask questions.

C. Only the Central Office content area coordinator(s) will work directly with the publishers.

D. The County Instructional Resource Committee will consider any state instructional resource review results.

E. The county encourages a publisher to have the state review the instructional resources in order to be considered for the county adoption.

F. The county will provide school-based technology for students to access the Instructional resources.

G. The Central Office content area coordinator along with the Technology Department and the vendor/publisher will be responsible for ensuring the digital or online instructional resources will work with the county available/provided technology.

H. The Curriculum and Instruction Department under the supervision of the Superintendent will be responsible for purchasing the county selection of instructional resources.

I. The vendor/publisher will be required to sign a contract with the county to ensure the resources are available for the length of the adoption cycle and that the price will not increase during that time.

J. The county will not require but encourage that a book depository be used when placing an order for instructional resources.

K. Vendors, dealers, agents, and/or depositories shall promptly fill all orders of instructional resources by delivering, within ten days after the receipt of orders, to a common carrier at the point or points of shipment; shall on or before August 1 of each school year sell and cause to be delivered to the dealers, depositories, and/or county boards a sufficient number of instructional resources to supply the demand, and any failure or neglect to provide such instructional material at such time and place may cause the forfeiture of the contract. Furthermore, proper and adequate service shall be provided to assist state and local school authorities in making known to teachers and principals the philosophy, use, and best instructional methods and techniques. Vendors shall provide staff development activities to enable teachers to use approved instructional resources effectively and efficiently.

L. Shipment to the county board or school(s) shall require the vendor to bear the costs of shipping, mailing, or transporting, including any other benefits to the county.

M. The Central Office content area coordinator along with the Curriculum and Instruction Department will be responsible for organizing professional learning on the newly adopted instructional resources for teachers/staff.

N. A list of all approved instructional resources shall be maintained by the Superintendent and made available for the use of the professional staff.

Failure of vendor to comply with the West Virginia Ethics Act, and all state and county purchasing requirements may result in disqualification from the current adoption year and subsequent removal of any/all products from the West Virginia List of Registered Vendors of Instructional Resources.
1540 - TERMINATION OF ADMINISTRATIVE CONTRACTS

Other than termination for cause as set forth in WV Code 18A-02-8 and Policy 3141, the reasons for which the Board of Education will consider terminating an administrator's contract include, but are not limited to the following:

A. a decrease in the County’s enrollment;
B. a return to duty of an administrator after a leave of absence;
C. if an administrator serves at the will and pleasure of the Superintendent and the Superintendent recommends termination of the administrator's contract and the Superintendent's recommendation is approved by the Board;
D. financial conditions affecting the County;
E. reorganization and/or consolidation of administrative functions.

For purposes of a reduction in force of professional administrative personnel, pursuant to the requirements of WV Code 18A-4-7a, the Board of Education is required to consider qualifications of employees, as defined in Policy 3131.05.

The following procedure will be followed in the event that the Board determines to reduce its administrative staff:

Administrators employed in positions that do not require certification shall be reduced if the position held is eliminated. Such administrators shall only be entitled to be considered for placement in administrative positions previously held and for which they are certified or in classroom teaching positions for which they are certified. The provisions of this policy are subject to the following:

A. All administrators employed under a temporary permit shall be properly notified and released before a fully certified administrator in such a position is subject to release.

B. An administrator subject to release shall be employed in any other professional position where such administrator is certified and was previously employed or to any lateral area for which such employee is certified and/or licensed, if such administrator's qualifications are seniority is greater than the qualifications seniority of any other employee in that area of certification and/or licensure.

C. Placement in either an administrative position previously held or into a lateral area shall only be available with respect to positions held by employees with less qualifications seniority. If an administrator is entitled to be considered for placement in both an administrative position previously held and placement into a lateral area, the administrator shall be entitled to placement into the available position of highest rank and salary. In the event the administrative position previously held and the position available in a lateral area are of equal rank and salary, the administrator shall be entitled to placement in the position held by the administrator with the least qualifications seniority.

D. If an administrator subject to release holds certification and/or licensure in more than one (1) lateral area and if such administrator's qualifications are seniority is greater than the qualifications seniority of any other administrator in one or more of those areas of certification and/or licensure, the administrator subject to release shall be employed in the professional position held by the administrator with the least qualifications seniority in any of those areas of certification and/or licensure.
E. If, prior to the first day of August of the year a reduction in force is approved, the reason for any particular reduction in force no longer exists as determined by the Board in its sole and exclusive judgment, the Board shall rescind the reduction in force or transfer and shall notify the released administrator in writing of his/her right to be restored to his/her position of employment. Within five (5) days of being so notified, the released administrator shall notify the Board, in writing, of his/her intent to resume his/her position of employment or the right to be restored shall terminate. If there is another employee on the preferred recall list with proper certification and higher seniority, that person shall be placed in the position restored as a result of the reduction in force being rescinded.

F. The Board may give has given consideration to the rank of each administrative position in terms of title, nature of responsibilities, salary level, certification and/or licensure or both, along with the number of days in the period of employment in defining which positions shall be lateral positions. The following positions shall be lateral:

1. Employment as an elementary principal shall be deemed an area of lateral employment to principals of either elementary school or middle school. In the event of a reduction in the number of elementary principals, any principal subject to release shall be entitled to displace a middle school principal or an elementary or middle school assistant principal with less administrative seniority in inverse order of seniority.

2. Employment as a middle school or junior high school principal shall be deemed an area of lateral employment to principals of either elementary school, middle/junior high, high school or vocational, technical or adult school. In the event of a reduction in the number of middle or junior high school principals, any principal subject to release shall be entitled to displace an elementary, high school or vocational, technical and adult principal or elementary, middle/junior, high school or vocational, technical or adult assistant principal with less administrative seniority in inverse order of seniority.

3. Employment as a senior high school principal or vocational, technical or adult school principal shall be deemed an area of lateral employment to principals of middle/junior, high school or vocational, technical or adult schools. In the event of a reduction in the number of senior high, vocational, technical or adult school principals, any principal subject to release shall be entitled to displace a middle/junior high school principal or a senior high, vocational, technical or adult assistant principal with less administrative seniority in inverse order of seniority.

4. Employment as an elementary assistant principal shall be deemed an area of lateral employment to elementary and middle school assistant principals. In the event of a reduction in the number of elementary assistant principals, any assistant principal subject to release may displace a middle school assistant principal with less administrative seniority in inverse order of seniority.

5. Employment as a middle school or junior high school assistant principal shall be deemed an area of lateral employment to assistant principals in elementary, middle/junior, high school or vocational, technical and adult school. In the event of a reduction in the number of middle/junior high school assistant principals, any assistant principal subject to release may displace an elementary high school or vocational, technical or adult school assistant principal with less seniority, in inverse order of seniority.

6. Employment as a high school assistant principal or vocational, technical or adult school assistant principal shall be deemed an area of lateral employment to middle/junior high school and high school, vocational, technical or adult school assistant principals. In the event of a reduction in the number of high school, vocational, technical or adult school assistant principals, the assistant principal subject to release may displace a middle/junior high school assistant principal with less administrative seniority, in inverse order of seniority.

All administrative personnel whose seniority with the County Board is insufficient to allow their retention as regular full or part-time employees by the Board during a reduction in work force shall be placed upon a preferred recall list. An administrator shall be recalled on the basis of seniority to any professional position opening within the area where they had previously been employed or to any lateral area for which they have certification and/or licensure if no regular, full-time professional personnel, or those returning from leaves of absence with greater seniority, are qualified, apply for and accept such position.

SENIORITY

Administrators shall gain seniority in their nonteaching area of professional employment on the basis of the length of time the employee has been employed by the Board in that area. If an employee is certified as a classroom teacher, the employee accrues classroom teaching seniority for the time that employee is employed in another professional area. For the purposes of accruing seniority under this policy, employment as principal, supervisor, or central office administrator, shall be considered one area of employment.

Employment for a full employment term shall equal one (1) year of seniority, but no employee may accrue more than one (1) year of seniority during any given fiscal year. Employment for less than the full employment term shall be prorated. A random selection system established by the employees and approved by the Board shall be used to determine the priority if two (2) or
more employees accumulate identical seniority. When two (2) or more principals have accumulated identical seniority, decisions on reductions in force shall be based on qualifications.

Any administrator whose employment has been terminated through reduction in force and whose name is on the preferred recall list shall retain all accumulated seniority for the purpose of seeking reemployment with the county from which s/he was terminated.

Any administrator whose employment with a county board of education is terminated either voluntarily or through a reduction-in-force shall, upon reemployment with the same board of education in a regular full-time position, receive credit for all seniority previously accumulated with the board of education at the date the employee's employment was terminated.

Effect of Policy. Nothing within this policy shall be construed to confer any rights upon school employees beyond those rights conferred by statute.

Legal

W.VA. Code 18A-2-1, 18A-2-2, 18A-4-7a, 18A-4-7b, 18-9A-4
4139.01 - SUSPENSION

The Superintendent, subject only to approval of the Board, shall have authority to suspend school personnel. The suspension may be with or without pay.

The Superintendent’s authority to suspend school personnel shall be temporary only pending a hearing upon charges filed by the Superintendent with the Board of Education and such period of suspension shall not exceed thirty (30) working days unless extended by order of the Board.

The Board may suspend or dismiss any person in its employment at any time for:

A. immorality;
B. incompetency;
C. cruelty;
D. insubordination;
E. intemperance;
F. willful neglect of duty;
G. unsatisfactory performance;
H. a finding of abuse by the Department of Health and Human Resources in Accordance with WV Code 49-1-1 et seq.;
I. conviction of a misdemeanor or a guilty plea or a nolo contendere plea to a misdemeanor charge that has a rational nexus between the conduct and performance of the employee's job;
J. the conviction of a felony or a guilty plea or a plea of nolo contendere to a felony charge.

A charge of unsatisfactory performance shall not be made except as the result of an employee performance evaluation.

The charges shall be stated in writing served upon the employee within two (2) days of presentation of said charges to the Board. The employee so affected shall be given an opportunity, within five (5) days of receiving such written notice, to request, in writing, a level three (3) hearing and appeals pursuant to WV Code 6C-2-1 et seq. (Grievance Procedure), except that dismissal for a finding of abuse or the conviction of a felony, a misdemeanor with a rational nexus between the conduct and performance of the employee's job, or child abuse or guilty plea or plea of nolo contendere to a felony charge is not by itself grounds for a grievance processing. An employee charged with the commission of a felony may be reassigned to duties which do not involve direct interaction with students pending final disposition of the charges.

The Board has the duty and authority to provide a safe and secure environment in which students may learn and prosper; therefore it may take necessary steps to suspend or dismiss any person in its employment at any time should the health, safety, and welfare of students be jeopardized or the learning environment of other students has been impacted.

It shall be the duty of the Superintendent to report an employee that has been suspended or dismissed in accordance with this policy and WV Code 18A-2-8. Including the rationale for the suspension or dismissal, to the State...
Superintendent,

Pursuant to state law, it is the responsibility of the State Superintendent to create and maintain a database for all reported individuals. This database shall be confidential and will be accessible to the Superintendent and Human Resource Director.

Revised 12-16-19

Legal

WV Code 18A-2-7 and 18A-2-8
Book Policy Manual
Section Policies Adopted by the Board
Title Copy of SUSPENSION
Code po3139.01
Status
Adopted August 1, 2007
Last Revised April 21, 2009

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G. unsatisfactory performance;
H. a finding of abuse by the Department of Health and Human Resources in accordance with WV Code 49-1-1 et seq.
I. conviction of a misdemeanor or a guilty plea or a nolo contendere plea to a misdemeanor charge that has a rational nexus between the conduct and the performance of the employee's job;
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https://go.boarddocs.com/wv/mari/Board.nsf/Private?open&login#
WV Code 49-1-1 et seq.

Revised 12-02-19

Legal WV Code 18A-2-7 and 18A-2-8
Book: Policy Manual
Section: Policies Adopted by the Board
Title: Copy of TERMINATION FOR CAUSE AND RESIGNATION
Code: po4140
Status
Adopted: August 1, 2007
Last Revised: April 21, 2009

4140 - TERMINATION FOR CAUSE AND RESIGNATION

Termination

The employment of service personnel may be terminated at any time by the mutual consent of the Board of Education and the employee.

An employment contract may be terminated at any time, upon a majority vote of the Board, for: immorality, incompetence, cruelty, insubordination, intemperance, willful neglect of duty, unsatisfactory performance, a finding of abuse by the Department of Health and Human Services in accordance with WV Code 49-1-1 et seq.; conviction of a misdemeanor a guilty plea or a nolo contendere plea to a misdemeanor charge that has a rational nexus between the conduct and the performance of the employee's job the conviction of a felony or a guilty plea or a plea of nolo contendere to a felony charge. A charge of unsatisfactory performance shall not be made except as the result of an employee performance evaluation.

The contract of a service personnel employee shall automatically be terminated if the employee is convicted under WV Code 61-8D3 or 61-8D-5 or comparable statute in any other state, of any criminal offense that requires the employee to register as a sex offender, or which as an element delivery or distribution of a controlled substance. If the conviction is overturned by any Court of this state or the United States, the employee's contract shall be reinstated unless otherwise prohibited by law.

Prior to any recommendation to the Board that an employee be suspended or terminated, the Superintendent shall provide the employee with notice of the grounds for the proposed recommendation and afford the employee with an opportunity to respond to the charges. The opportunity to respond shall be offered in the form of an informal meeting. The employee may elect to be accompanied by a representative or counsel, but may not be compelled to give a statement or otherwise respond to charges.

Following the opportunity of an employee to meet informally with the Superintendent, the charges shall be stated in writing served upon the employee within two (2) days of presentation of said charges to the Board. The employee so affected shall be given an opportunity, within five (5) days of receiving such written notice, to request, in writing, a level three (3) hearing and appeals pursuant to WV Code 6C-2-1 et seq. (Grievance Procedure), except that dismissal for finding of abuse or the conviction of a felony or guilty plea or plea of nolo contendere to a felony charge is not by itself grounds for a grievance proceeding.

An employee charged with the commission of a felony, a misdemeanor with a rational nexus between the conduct and performance of the employee's job, or child abuse may be reassigned to duties which do not involve direct interaction with students pending final disposition of the charges. Provided, if no suitable alternative position is available, the employee may be suspended without pay pending final disposition of the charges. Provided, further, no employee shall be suspended without pay pending presentation of charges to the Board unless the employee is afforded with an opportunity to give his/her version of the events in question or to otherwise respond to the charges in a meeting or conference with the Superintendent.

The Board has the duty and authority to provide a safe and secure environment in which students may lean and prosper; therefore it may be necessary steps to suspend or dismiss any person in its employment at any time should the health, safety, and welfare of students be jeopardized or the learning environment of other students has been impacted.

It shall be the duty of the Superintendent to report any employee that has been suspended or dismissed in accordance with this policy and WV Code 18A-2-8, including the rationale for the suspension or dismissal, to the State Superintendent.

Pursuant to State law, it is the responsibility of the State Superintendent shall create and maintain a database for all reported individuals. This database shall be confidential and will be accessible to the Superintendent and Human Resource Director.
Any employee terminated by the Board shall be paid his/her full wages earned, within seventy-two (72) hours.

Resignation

Resignations may be withdrawn anytime prior to Board approval. Resignations may not be withdrawn after they have been approved by the Board.

Revised
12-16-19

Legal WV Code 18A-2-8, 21-5-4
3141 - TERMINATION

The Superintendent shall have authority to recommend dismissal of professional personnel to the Board of Education.

The Board may dismiss any person in its employment at any time for:

A. immorality;
B. incompetency;
C. cruelty;
D. insubordination;
E. intemperance;
F. willful neglect of duty;
G. unsatisfactory performance;
H. a finding of abuse by the Department of Health and Human Resources in accordance with WV Code 49-1-1 et seq.;
I. conviction of a misdemeanor or a guilty plea or a nolo contendere plea to a misdemeanor charge that has a rational nexus between the conduct and the performance of the employee's job;
J. the conviction of a felony or a guilty plea or a plea of nolo contendere to a felony charge.

A charge of unsatisfactory performance shall not be made except as the result of an employee performance evaluation.

The contract of a teacher shall automatically terminate if the employee is convicted under WV Code 61-8D-3 or 61-8D-5 or comparable statutes in any other state, of any criminal offense that requires the employee to register as a sex offender, or which has an element delivery or distribution of a controlled substance. If the conviction is overturned by any Court of this state or the United States, the employee's contract shall be reinstated unless otherwise prohibited by law.

The charges shall be stated in writing served upon the employee within two (2) days of presentation of said charges to the Board. The employee so affected shall be given an opportunity, within five (5) days of receiving such written notice, to request, in writing, a level three (3) hearing and appeals pursuant to WV Code 6C-2-1 et seq. (Grievance Procedure), except that dismissal for a finding of abuse or the conviction of a felony or guilty plea or plea of nolo contendere to a felony charge is not by itself grounds for a grievance proceeding. Any employee charged with the commission of a felony, a misdemeanor with a rational nexus between the conduct and performance of the employee's job, or child abuse may be reassigned to duties that do not involve direct interaction with students pending final disposition of the charges.

It shall be the duty of the Superintendent to report any employee that has been suspended or dismissed in accordance with this policy and WV Code 18A-2-8, including the rationale for the suspension or dismissal, to the State Superintendent.
Pursuant to State law, it is the responsibility of the State Superintendent to create and maintain a database for all reported individuals. This database shall be confidential and will be accessible to the Superintendent and Human Resource Director.

Revised 4/21/09
Revised 12-02-19

WV Code 49-1-1 et seq.

Legal WV Code 18A-2-2, 18a-2-8
A professional employee shall begin to accrue seniority upon commencement of the employee’s duties.

B. If two or more employees with the same certification establish an identical seniority date as a result of initial employment as a regular teacher on or after July 1, 2019, the priority between these employees shall be determined by a random selection system established by the employees and approved by the Board. The Board shall conduct the random selection system within thirty (30) days of the time the employees with the same certification establish an identical seniority date. All employees with an identical seniority date and the same certification shall participate in the random selection. As long as the affected employees hold the identical seniority date within a certification the initial random selection conducted by the Board shall be permanent for the duration of the employment of the employees by the Board.

C. An employee shall receive seniority credit for each day the employee is professionally employed regardless of whether the employee receives pay for that day except that no employee shall receive seniority credit for any day the employee is suspended without pay pursuant to WV 18A-2-8. An employee who is on an approved leave of absence shall accrue seniority during the period of time that the employee is on the approved leave of absence.

D. Any professional employee whose employment with a county board of education is terminated either voluntarily or through a reduction-in-force shall, upon reemployment with the same board of education in a regular full-time position, receive credit for all seniority previously accumulated with the Board of Education at the date the employee’s employment was terminated.

E. Any professional employee whose employment has been terminated through reduction in force and whose name is on the preferred recall list shall retain all accumulated seniority for the purpose of seeking reemployment with the county from which s/he was terminated.

F. Any professional employee employed for a full employment term but in a part-time position shall receive seniority credit for each day of employment prorated to the proportion of a full employment day the employee is required to work. Should a part-time position be scheduled for work on less than five (5) days per week, seniority shall be pro-rated in relation to the weekly schedule, provided that nothing herein allows a regular full-time employee to be credited with less than a full day of seniority credit for each day the employee is employed by the Board, provided, however, that this calculation of seniority for part-time professional personnel is prospective and does not reduce any seniority credit accumulated by any employee prior to May 26, 1993. For the purposes of this policy a part-time employee shall be defined as an employee who is employed less than three and one-half (3 1/2) hours per day or less than two and one-half (2 1/2) days per week.

G. When filling guidance counselor positions seniority shall be calculated on the basis of experience in the relevant grade levels of the certification required.

H. Seniority earned as a substitute prior to August 31, 1990 shall be included within the calculation of seniority.

I. The Board shall annually on the first day of July publish a list of all professional personnel employed, indicating areas of certification and seniority. It is the responsibility of all professional employees to verify the accuracy of the published information and to request any corrections. Erroneous information will be promptly corrected. However, personnel decisions, relying on erroneous information, will not be rescinded on behalf of an employee who failed to provide notification of erroneous information in a timely manner.
Legal

WV Code 18A-4-7a, 18A-4-7b
5111: ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS FOR ENROLLMENT

The Board of Education establishes the following policy for determining eligibility to attend the public schools of this county.

The Board shall provide a free and appropriate education to all children who have:

A. attained the age of five (5) years prior to the first day of September, July, of the school year in which the child is enrolled in kindergarten; or

B. attained the age of six (6) years prior to the first day of September, July, of the school year in which the child is enrolled in grade one (1); and

C. not yet attained the age of twenty-two (22) years.

Further the Board shall provide a free an appropriate education to all children who are attending public school in accordance with provisions of WV Code 18-20-1 and West Virginia Board of Education policy 2419. These provisions relate to the education of pre-school, early childhood, middle childhood, adolescent and adult students whose educational programs require special education and related services, including children who have attained the age of three (3) through children who are five (5) years of age prior to July, September 1st of a school year. The duty of the school to provide such an education pursuant to WV Code 18-20-1 and West Virginia Board of Education policy 2419 is met only when the student has attained the age of twenty-one (21) prior to July, September 1st of any school year or the student has met graduation requirements as specified by the Individualized Education Program and such requirements are within the State and local policy pertaining to graduation requirements.

No student shall be admitted for the first time to any public school in the State unless the person enrolling the student presents a copy of the student's original birth record certified by the State registrar of vital statistics confirming the student's identity, age, and State file number of the original birth record. If a certified copy of the student's birth record cannot be obtained, the student shall be enrolled with an affidavit completed by the person enrolling the student explaining the inability to produce a certified copy of the birth record; however, if any person submitting such affidavit is in U.S. military service and is in transit due to military orders, a three (3) week extension shall be granted to such person for providing the birth records.

Upon the failure of any person enrolling a student to furnish a certified copy of the student's birth record in conformance with the paragraph above, the principal of the school in which the student is being enrolled or his/her designee shall immediately notify the local law-enforcement agency. The notice to the local law enforcement agency shall include copies of the submitted proof of the student's identity and age and the affidavit explaining the inability to produce a certified copy of the birth record. Within fourteen (14) days after enrolling a transferred student, the principal of the school in which the student has been enrolled or his/her designee shall request that the principal or his/her designee of the school in which the student was previously enrolled transfer a certified copy of the student's birth record. Principals and their designees are immune from civil or criminal liability in connection with any notice to a local law enforcement agency of a student lacking a birth certificate or failure to give such notice.

Unless students are transferred to a County school from outside the County according to pertinent provisions of law and policy or are homeless students as that designation is defined by the State and Federal law or are foreign exchange or other foreign students visiting persons who reside in the County, they must be current residents of the County in order to enroll in the school system.

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WV State Superintendent Interpretation, August 29, 2000
West Virginia State Board of Education policy 2419
WV Code 18-2-5c, 18-8-1a, 18-8A-1, and 18-20-1, et seq.
5112 - ENTRANCE REQUIREMENTS

The Board of Education shall establish entrance age requirements for students who are consistent with statute and sound educational practice and which ensure the equitable treatment of all eligible children.

Early Education

A child is eligible for entrance into early education programs if s/he attains the age of four (4) on or before June 30 of the year in which s/he applies for entrance and has not yet attained the age at which s/he will be admitted to kindergarten.

Eligible child shall mean any child, regardless of ability, who is four (4) on or before June 30th of the year s/he is to enroll. Three (3) year olds without IEPs may be present in the collaborative classroom if they qualify under the community program's enrollment guidelines. Children may not be excluded based on developmental delays. Children who are five (5) on or before June 30th shall be enrolled in kindergarten, instead of WV Pre-K, unless the teacher, in cooperation with the parent, uses assessment data to determine that kindergarten placement is not in the child’s best interest. An IEP is required with special needs. Eligible child shall mean any child, regardless of ability, who is five (5) on or before June 30th of the year s/he is to enroll. Children may remain in the WV Pre-K classroom for longer than one (1) year if the decision is in the best interest of the child and based on curricular assessment data with mutual agreement between the teacher and parent/guardian.

Kindergarten

A child is eligible for entrance into kindergarten if s/he attains the age of five (5) on or before June 30th of the year in which s/he applies for entrance. A child who is aged five (5) on or before June 30th of the year s/he will be considered of compulsory school age.

Chronological age shall be the sole determining factor for admission of resident children into kindergarten.

The Board may admit to kindergarten such children as may be ineligible by reason of age but demonstrate the ability and need to undertake a program of education.

The Board will designate the necessary standards and testing programs required for such early admission.

The Board will admit to kindergarten any child who has not attained the entrance age requirement of this County, but who was properly enrolled in an approved public or private school kindergarten before transferring to this County. There will be a four (4) week trial period at the beginning of the school year when early entrance students will be carefully observed by the teacher.

First Grade

A child is eligible for entrance into first grade if s/he attains the age of six (6) on or before June 30th of the year in which s/he applies for entrance and has completed the kindergarten program of this County or an equivalent program elsewhere and has been recommended by the teacher for advancement to the first grade. This requirement may only be waived if a request is made and approved by the Superintendent.
The Superintendent shall require that each child who registers for entrance to school provide:

A. his/her birth certificate or similar documentation authorized by law as proof of age and birthdate;

B. a certified copy of any custody order or decree together with any modification in such an order or decree;

C. Immunization records.

If such documents are not provided, the child may be admitted under the Superintendent's guidelines. Appropriate law enforcement authorities may be notified.

The Superintendent shall also ensure that each child entering the County's school system for the first time has been properly screened for hearing, vision, speech and language disabilities and have age appropriate immunizations as defined by the American Academy of Pediatrics and recommended by the West Virginia Department of Health and Human Resources. If documentation of the screenings for hearing, vision and speech and language disabilities is not provided by the parents/guardians of the student, such screening shall be conducted by the County, or the parents/guardians' health care provider, if health care coverage is available or accessible, and current within the year of entrance.

Any parent may provide the County with a written statement indicating that s/he does not wish to have his/her child screened.

The Board shall provide parents with a list of those who provide screening services together with information about any screening services available through the community.

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Legal
West Virginia Code 18-5-17, 18-5-18
West Virginia Board of Education policy 2525