3-20

North Marion High School for Concrete needed for new Indoor Hitting/Pitching Facility

The Superintendent recommends the approval of the quote from ~~E&S Ready Mix~~ May Brothers in the amount of ~~$10,200.00~~ 10303.20 for concrete including delivery to the site.

Funding: $10,000.00 Capital Improvement Fund; $200.00 School Funds County $103.20

Other Bids: ~~$10,303.20 May Brothers~~; $11,432.61 Central Supply Co.
10,200 E&S Ready Mix

3-20

Request to Use Facility Improvement Fund

Project Name: NMHS Baseball Indoor Hitting/Pitching Facility

Project Overview: The NMHS baseball team currently shares a facility with the wrestling team when inclement weather prohibits the team from being able to hit or throw outside. The wear and tear that baseballs put on the wrestling facility is of concern. Construction of a indoor batting and throwing facility alongside the home dugout at the baseball field will eliminate the damage that has been occurring to the wrestling facility, in addition to placing the new baseball facility in closer proximity to the field.
Aside from the cost of concrete, all labor, materials, and any other associated costs are being donated by a local business.

Project Cost: **Concrete**
$10,000
**official price breakdown from three companies included.*

Requested Assistance: Approval for NMHS facility improvement fund to spend the allocated $10,000 on concrete for a new indoor hitting and throwing facility.

Fw: E&S Ready Mix

13-20

Jared Mileto <jmileto@k12.wv.us>
Monday, 6/13/2022 2:53 PM
To: Kristin DeVaul <kdevaul@k12.wv.us>

Jared L. Mileto
Assistant Principal
North Marion High School

From: Tina Hazelton <tina hazelton101@gmail.com>
Sent: Monday, June 13, 2022 2:05 PM
To: Jared Mileto <jmileto@k12.wv.us>
Subject: E&S Ready Mix

Quote For North Marion High School

60 Yards @ $170.00 Per Yard = $10,200.00

Tina Hazelton
Office Manager
E&S Ready Mix

13-2029

May Brothers Co.
Est 1917

142 Terrace Manor Fairmont, WV 26554
(304)366-2400
MayBrosCompany

ESTIMATE

DATE	ESTIMATE #
6/13/2022	1720

NAME / ADDRESS
North Marion High School

Ship To

P.O. NO.	TERMS	DATE	QUOTE EXPIRES:
		6/13/2022	

QTY	U/M	DESCRIPTION	UNIT PRICE	TOTAL
60	cyd	Redi Mix Concrete 3500#	162.00	9,720.00T
		Sales Tax WV	6.00%	583.20
			TOTAL	$10,303.20

This Estimate is Valid for 7 Days from Date of Quote

SIGNATURE

The Central Supply Company
4923 Benedum Drive
Bridgeport, WV 26330
(304) 592-5577 Fax (304) 592-5530
www.centralsupplywv.com

Bridgeport • Clarksburg (304) 592-5577 • Elkins (304) 636-6511 • Morgantown (304) 292-5577 • Summersville (304) 872-0909
Buckhannon • Grantsville • Glenville (304) 462-9518

PRICE QUOTE

Quote #	00013430 -
Date	03/17/22
Ship Date	
Expiration Date	06/15/22
P/O #	
Job #	CONCRETE 2022

Bill To Cust# 101

NORTH MARION HIGH SCHOOL

Ship To

NORTH MARION HIGH SCHOOL
1 N MARION DR
FARMINGTON WV 26571

Contact	Sls	Ship Via	F.O.B.	Terms			Pg#
	Saltwell	OUR TRUCK		CASH ON DELIVERY			1

LN	Item #	Description	Qty.	UM	Unit Price	Total
001	4000	4000 PSI CONCRETE	60.00	CY	173.2500	10,395.00
002	19.2	FUEL SURCHARGE - ZONE 2	6.00	EA	45.5800	273.48
003	985	ENVIRONMENTAL FEE	6.00	EA	19.5000	117.00

Sub Total	10,785.48
Tax (WV24)	647.13
Total	**11,432.61**

** Materials to be delivered in truckload quantities. LTL charges may apply.*
** Any noted quantities are approximate and to be considered an estimate only. Central Supply will assume no responsibility for quantities as construction practices and site conditions may vary. Final quantities must be verified by the owner or owner's agent.*
** Returnable pallet charges may apply. Full credit will be issued if returned via customer. A $2.00 per pallet convenience fee will apply if picked up via our truck.*
** All returns are subject to a restocking fee.*
** All deliveries are subject to a fuel surcharge which is based on current fuel market conditions.*
** Central Supply Company reserves the right to adjust quotations based on manufacturer's increases.*

RECEIPT REQUIRED FOR ALL RETURNS. NO EXCEPTIONS.

06/15/22 @ 07.27.14 SCS*

OFFICIAL MINUTES
Marion County Board of Education
Special Session
Monday, July 11, 2022
Central Office
1:00 pm

The Marion County Board of Education met in a Regular Session on Monday, July 11, 2022, at 6:00 pm.

Mrs. Costello called the meeting to order at 1:00 pm.

MEMBERS PRESENT: Mr. Boyles, Mrs. Costello, Mr. Dragich, Mr. Pellegrin, Rev. Saunders and Superintendent Dr. Donna Hage

02-1000 INFORMATION – RECOGNITIONS – RECOMMENDATIONS – REPORTS

The meeting was held in the Central Office Conference Room. The meeting was streamed on our web page: Marionboe.com.

02-7000 EXPULSION HEARING

Mr. Pellegrin made a motion, seconded by Mr. Boyles to go into executive session at 1:32 pm.

YEAS: *Boyles, Costello, Dragich & Pellegrin* ***NAYS:*** *0*

Mr. Saunders left the meeting at 1:46 pm.

Mr. Pellegrin made a motion, seconded by Mr. Dragich to return to regular session at 2:25 pm.

YEAS: *Boyles, Costello, Dragich & Pellegrin* ***NAYS:*** *0*

Mrs. Costello called a recess at 2:27 pm and returned to session at 2:47 pm.

Mr. Boothby requested a short break at 3:15 pm and returned to regular session at 3:22 pm

Mr. Pellegrin made a motion, seconded by Mr. Dragich to go into executive session at 4:48 pm.

YEAS: *Boyles, Costello, Dragich & Pellegrin* ***NAYS:*** *0*

Mr. Dragich request for a short recess at 5:15 pm and returned at 5:20 pm.

Mr. Dragich made a motion, seconded by Mr. Boyles to return to regular session at 5:26 pm.
YEAS: *Boyles, Costello, Dragich & Pellegrin* ***NAYS:*** *0*

Mr. Pellegrin made a motion to go into executive session at 5:38
YEAS: *Boyles, Costello, Dragich & Pellegrin* ***NAYS:*** *0*

Mr. Dragich made a motion, seconded by Mr. Pellegrin to return to regular session at 6:05.
YEAS: *Boyles, Costello, Dragich & Pellegrin* ***NAYS:*** *0*

Mrs. Costello announce that the Board voted as a majority to approve the following during executive session:

7001 STUDENT EXPULSION

The approval of a student to be expelled for one school year for violation of the Safe Schools Act.
YEAS: *Boyles, Costello, Dragich & Pellegrin* ***NAYS:*** *0*

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

02-4000 PERSONNEL

4024 EMPLOYMENT – PAID COACHES

The approval of the following coaching positions effective for the 2022-23 season pending WV certification and CIB verification if needed:

North Marion High School

C22 06 22 02

Garett Mock	Head Girls' Soccer	Professional

4025 RESIGNATION – COACHES

The approval of the following coaching resignations:

East Fairmont High School

Scott Reed	Head Boys' Tennis Effective: July 5, 2022

North Marion High School

Garett Mock	Assistant Girls' Soccer Effective: July 5, 2022
Brooks Russell	Head Wrestling Effective: July 5, 2022

West Fairmont Middle School

Dianna Lemley — Head Volleyball
Effective: July 1, 2022

Steven Louzy — Football Volunteer
Effective: June 30, 2022

4026 EMPLOYMENT – PROFESSIONAL PERSONNEL-WV GAME CHANGERS COACH-NMHS

The approval of the following:

P22 06 24 01

Carole Crawford — WV Game Changers Coach
North Marion High School
Contract of $5,000.00
Effective: July 12, 2022

4027 EMPLOYMENT – PROFESSIONAL PERSONNEL

The approval of the following:

P22 06 17 02

Holly Blatt — Board Certified Behavior Analyst (BCBA) Itinerant
HB-East Dale Elementary
200 Days
Effective: 2022-23 SY
August 16, 2022

4028 EMPLOYMENT – PROFESSIONAL PERSONNEL

The following employment(s) are endorsed by the Superintendent, the School Principal, and Faculty Senate Designee(s):

P22 06 22 03

Ashley Keefover — Grade 1
Barrackville Elementary/Middle School
200 Days
Effective: 2022-23 SY
August 16, 2022

4029 EMPLOYMENT – PROFESSIONAL PERSONNEL-MATH DEPARTMENT CHAIR

The following employment(s) are endorsed by the Superintendent, the School Principal, and Faculty Senate Designee(s):

P22 06 22 10

Ernest Yeager	Math Department Chair Fairmont Senior High 200 Days Effective: 2022-23 SY August 16, 2022

4030 EMPLOYMENT – SUBSTITUTE TEACHERS

The approval of the following pending WV certification and CIB verification:

Terri Armentrout	Sub Permit-*Pending*
Karen Fox	Sub Permit
Jonetta Collins	Sub Permit
Sherry Harney	Retired Professional

4031 REASSIGNMENT – PROFESSIONAL PERSONNEL

The approval of the following:

	From:	To:
P22 06 22 01		
David Tennant	Science Fairmont Senior High 200 Days	General Science North Marion High School 200 Days Effective: 2022-23 SY August 16, 2022

YEAS: *Boyles, Costello, Dragich & Pellegrin* ***NAYS:*** *0*

ADJOURNED

Mr. Boyles made a motion, seconded by Mr. Pellegrin to adjourn at 6:13.

YEAS: *Boyles, Costello, Dragich & Pellegrin* ***NAYS:*** *0*

_____

Donna Costello, President

_____

Dr. Donna Hage, Superintendent/Secretary

_____

Robin Haught, Executive Secretary

OFFICIAL PROCEEDINGS
Marion County Board of Education
Special Session
Monday, July 18, 2021
CENTRAL OFFICE
6:00 pm

Rev. Bill Toothman gave the invocation, and the Pledge of Allegiance was led by John Mark Shaffer.

The Marion County Board of Education met in a Regular Session on Monday, July18, 2022 at 6:00 pm.

Mrs. Costello called the meeting to order at 6:02 pm.

PRESENT: Mr. Boyles, Mrs. Costello, Mr. Dragich, Mr. Pellegrin, Rev. Saunders and Superintendent Dr. Hage.

The was held in the Central Office Conference Room and was streamed on our Web page: Marionboe.com

NEW BUSINESS

Mr. Pellegrin made a motion, seconded by Mr. Boyles to approve the following, with the exception of items #2029, which was pulled.

03-2000 MINUTES – AGREEMENTS – CONTRACTS

2015 MINUTES

The approval of the Official Minutes for the meeting for a Regular Meeting on June 5, 2022.

2016 TERRI KLEMM, ICLE COACH – WATSON SUMMER RETREAT

The approval of the Agreement with Terri Klemm, International Center for Leadership in Education (ICLE) Coach to work with Watson Staff during the Summer Retreat from July 26-28, 2022, in the amount of $14,715.00.
FUNDING: School Improvement (CSI School).

2017 HEINEMANN FOUNTAS & PINNELL GUIDED RADING - WATSON

The approval of the quote from Heimann Fountas & Pinnell Guided Reading for the purpose of teaching guided reading, in the amount of $41,276.66.
FUNDING: School Improvement (CSI School)

2018 AGREEMENT – INTERNATIONAL CENTER FOR LEADERSHIP IN EDUCATION FOR WE SURVEYS AND PD

The approval of the agreement with International Center for Leadership in Education for WE surveys and PD, in the amount of $138,160.00.
FUNDING: Step 7 Federal

2019 WVUSM – STUDENT AFFILIATION AGREEMENT

The approval of the Student Affiliation Agreement with West Virginia University Board of Governors on behalf of West Virginia University and its School of Medicine Department of Human Performance and Applied Exercise Science (WVUSM) permit student to obtain clinical education or fieldwork for the students enrolled for the 2022-2023 SY.

2020 EXPLORELEARNING – REFLEX MATH SUBSCRIPTION

The approval of the purchase of a one-year subscription for 376 students, in the amount of $11,844.00. FUNDING: IDEA

2021 PBIS REWARDS – PBIS POSITIBE BEHAVIORAL INTERVENTIONS AND SUPPORT PROGRAM

The approval of the of the service proposal from PBIS Rewards to provide PBIS management system at NMHS, EFMS, WFMS, Barrackville, Mannington Middle, in the amount of $9,065.25.
FUNDING: IDEA Funds

2022 BRITON EDUCATION – INSIGHTS TO BEHAVIOR INTERVENTION PLANS

The approval of the renewal of Insights to Behavior, a system that generates intervention plans, in the amount of $11,100.00. FUNDING: IDEA Funds

2023 N2Y, LLC – RENEWAL OF UNIQUE LEARNING SYSTEM

The approval of the renewal of Unique Learning System, in the amount of $29,648.95. FUNDING: IDEA Funds

2024 TEACHDOWN – SUBSCRIPTION RENEWAL

The approval of the subscription renewal of TeachTown, in the amount of $37,781.00. FUNDING: IDEA Funds

2025 MANNINGTON BOARD OF PARKS & RECREATION – LEASE OF GYM

The approval of the lease agreement with Mannington Board of Parks and Recreation for the use of the gym for the 2022-2023 SY, in the amount of $12,000.00.
FUNDING: County

2026 MOU – EDVENTURE GROUP, INC. & WVFECC

The approval of the Memorandum of Understanding with the Edventure Group, Inc. & WV Family Engagement Center (WVFECC) for the term from July 18, 2022 through September 30, 2023 to provide support services by the Edventure Group. FUNDING: USDE GRANT

2027 MOU – WV SUPREME COURT OF APPEALS

The approval of the Memorandum of Understanding with WV Supreme Court of Appeals to provide the School-based probation officer for the 2022 - 2023 SY.

2028 TARA STANLEY - CONTRACT

The approval of the contract agreement with Tara Stanley to provide training services, not the exceed 120 hours, in the amount of $22.85 per hour. FUNDING: County

PULLED ~~2029 E&S READY MIX – NMHS CONCRETE – INDOOR HITTING/PITCHING FACILITY~~

~~The approval of the quote from E&S Ready Mix for concrete necessary for the new Hitting/Pitching Facility at NMHS, in the amount of $10,200.00. FUNDING: NMHS Capital Improvement Funds $10,000.00 & School Funds $200.00. OTHER BIDS: May Brothers $10,303.20 & Central Supply Co. $11,432.61~~

2030 SCHOOL CASH ONLINE

The approval of the quote from School Cash Online to be able to provide a service where schools will be able to accept online payments (credit cards and ACH) as a method of payment, in the amount of $20,830.00. This is a requirement the legislature has enacted and required us to have in place by March 1, 2023. The contract term will be for one year only. FUNDING: County OTHER BIDS: Did not obtain because this company works with our current system.

YEAS: Boyles, Costello, *Dragich, Pellegrin & Thomas* ***NAYS: 0***

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

03-3000 FINANCIAL

3003 Vendor List dated July 13, 2022.

3004 Monthly Treasurers Report July 13, 2022.

3005 The approval to send the notice to hold the excess Levy and Ballot to the County Clerk.

YEAS: Boyles, Costello, *Dragich, Pellegrin & Thomas* ***NAYS: 0***

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

03-4000 PERSONNEL

4032 EMPLOYMENT – PAID COACHES

The approval of the following coaching positions effective for the 2022-23 season pending WV certification and CIB verification if needed:

Mannington Middle School

C22 06 29 01

Earl Layton Head Football SSAC-*Pending*

4033 VOLUNTEER - COACHES

The approval of the following non-paid coaches effective for the 2022-23 season pending WV certification and CIB verification if needed:

West Fairmont Middle School

C22 07 01 01

Bethany Powell Cross Country 8th Grade/Volunteer SSAC

4034 PROFESSIONAL LEAVE

The approval of the following:

Christina Hare, School Psychologist, Central Office, requests permission to attend (NASP)-Assistance to States Committee Meeting, in Bethesda, Maryland, from July 18, 2022-July 19, 2022.

To be funded by: SPED (IDEA)

4035 RESIGNATIONS – PROFESSIONAL PERSONNEL

The approval of the professional resignations as follows:

Megan Alm School Guidance Counselor-Itinerant
Fairview Middle School
205 Days
Effective: July 7, 2022

Megan Hansberry School Guidance Counselor-Itinerant
East Fairmont Middle School
205 Days
Effective: July 7, 2022

4036 LEAVE OF ABSENCE – PROFESSIONAL PERSONNEL

The approval of the following:

Joseph Gearde Teacher East Fairmont High School
Request a leave of absence on March 31, 2022, April 12, 2022, April 25, 2022, May 4, 2022, May 18, 2022, May 19, 2022, May 20, 2022, May 24, 2022.

4037 EMPLOYMENT – PROFESSIONAL PERSONNEL

The following employment(s) are endorsed by the Superintendent, the School Principal, and Faculty Senate Designee(s):

P22 06 29 01

Aaron Futton — Grade 2
Watson Elementary School
200 Days
Effective: 2022-23 SY
August 16, 2022

P22 06 22 05

Logan Bowman — Multi-Cat
EFHS
200 Days
Effective: 2022-23 SY
August 16, 2022

P22 06 23 02

Robert Grishaber — Social Studies
West Fairmont Middle School
200 Days
Effective: 2022-23 SY
August 16, 2022

4038 EMPLOYMENT – SUBSTITUTE TEACHERS

The approval of the following pending WV certification and CIB verification:

Charles Barta — Sub Permit

John J. Michael — Retired Professional

Theresa Michael — Retired Professional

Mary Minardi — Retired Professional

Brooks Nuzum III — Retired Professional

Tim Slamick — Retired Professional

Alyssa Tennant — Sub Permit-*Pending*

4039 REASSIGNMENT – PROFESSIONAL PERSONNEL

The approval of the following:

	From:	To:
P22 07 01 02		
Scotlynn Straight	Sp Ed Severe/Profound Multi-Cat Blackshere Elementary 200 Days	Title I Facilitator Jayenne Elementary 200 Days Effective: 2022-23 SY August 16, 2022
P22 06 22 13		
Amy Saunders	Pre K-Itinerant-Half Time East Dale Elementary 200 Days	Pre K-Itinerant East Dale Elementary 200 Days Effective: 2022-23 SY August 16, 2022
P22 06 22 04		
Tiana Tallman	ART WFMS 200 Days Effective: 2022-23 SY August 16, 2022	ART NMHS 200 Days

4040 RESIGNATIONS – SERVICE PERSONNEL

The approval of the service personnel resignations as follows:

Christopher Beafore
Mechanic
Transportation Department
261 Days
11:00 am-7:00 pm
Effective: July 8, 2022

4041 EMPLOYMENT – SERVICE PERSONNEL

The approval of the following:

S22 07 12 01

David Fink
Clerk of the Works
Central Office
Duration of the NMHS HVAC Project
Effective: July 20, 2022

4042 EMPLOYMENT – SERVICE PERSONNEL-SUMMER ACTIVITY RUN DRIVERS

The approval of the following:

S22 07 07 03

Chris Efaw Summer Activity Run Driver-NMHS Football-Itinerant
Transportation Department
August 1-August 15, 2022
Beginning and ending times will vary
Effective: August 1, 2022

S22 07 07 04

Dorothy Gump Summer Activity Run Driver-NMHS Football-Itinerant
Transportation Department
August 1-August 15, 2022
Beginning and ending times will vary
Effective: August 1, 2022

S22 07 07 05

Robert Whinnie Summer Activity Run Driver-FSHS Football-Itinerant
Transportation Department
August 1-August 15, 2022
Beginning and ending times will vary
Effective: August 1, 2022

S22 07 07 06

David Butcher Summer Activity Run Driver-FSHS Soccer-Itinerant
Transportation Department
August 1-August 15, 2022
Beginning and ending times will vary
Effective: August 1, 2022

S22 07 07 07

Kevin Gump Summer Activity Run Driver-EFHS Football-Itinerant
Transportation Department
August 1-August 15, 2022
Beginning and ending times will vary
Effective: August 1, 2022

4043 REASSIGNMENT – SERVICE PERSONNEL

The approval of the following:

	From:	To:
S22 06 24 02		
Misty Oldaker	*Transfer List*	Autism Mentor-Itinerant East Fairmont Middle School 200 Days 7:20 am-1:20 pm Effective: 2022-23 SY August 16, 2022

4044 EMPLOYMENT – SERVICE PERSONNEL-SUMMER MCPARC PROGRAM

The approval of the following:

S22 07 06 03

Tammy Myers Cook AS NEEDED
MCPARC Program
North Marion High School
6:00 am-1:00 pm
Effective: July 19, 2022

YEAS: Boyles, Costello, *Dragich, Pellegrin & Thomas* ***NAYS: 0***

03-5000 DISCUSSION – NEW POLICIES, REVISIONS & DELETIONS

N/A

03-6000 SUPERINTENDENT'S REPORT

Successful Summer Sole Program
Extended School Year Successful
Healthy Grandfamilies Presentation @ State Conference
NMHS Presented at the SREB Conference

03-7000 MATTERS FROM THE BOARD

Mr. Boyles -	Summer Sole Requested people who participated in the Model Schools Conference to share information with the board. Discussion of Vendors – "It's okay to say NO!"
Mr. Dragich -	HVAC Emcor goes above and beyond Requesting Security updates/plans
Mr. Pellegrin -	Contract for the concrete work should be done with local contracting and proceeded to recommend using county funds to pay the difference. Acknowledges that Mr. Boyles business knowledge is a benefit to the board.

Mr. Saunders -	Mrs. Costello did well running the meeting.
Mrs. Costello -	Hearing positive comments for the Summer Sole Programs. Healthy Grandfamilies – State presentation Presentations about conferences that employees have attended such as Model Schools. Shop small and Support local NMHS is making Marion County Proud Legislation Amendment updates

Mr. Saunders let the meeting at 7:08 pm.

03-9000 FUTURE MEETINGS

DATE		PURPOSE	TIME	PLACE
July 25	Mon	Special Session	1:00 pm	Central Office
Aug 1	Mon	Regular Session	6:00 pm	Central Office
Aug 15	Mon	Regular Session	6:00 pm	Central Office
Sept 6	Tue	Regular Session	6:00 pm	Central Office
Sept 15	Mon	Regular Session	6:00 pm	Central Office

ADJOURNED

Mr. Pellegrin made a motion, seconded by Mr. Boyles to adjourn at 7:12 pm.

YEAS: *Costello, Dragich, Pellegrin, & Thomas* ***NAYS: 0***

_____

Mrs. Donna Costello, President

_____

Dr. Donna Hage, Superintendent/Secretary

_____

Robin Haught, Executive Secretary

3-2034

MARION COUNTY BOARD OF EDUCATION
FACILITY USE/RENTAL AGREEMENT

This agreement dated the 25th day of July, 2022, by and between the Marion County Board of Education (hereafter known as MCBOE) and the EAA. (hereafter known as Organization).

WHEREAS, the Marion County Board of Education is the owner and manager of a certain facility known as EFMS Old Amex Gym.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein provide that the MCBOE and the Organization agree that:

I. Organization Name East Athletic Association

II. Contact Name Tabby Shupe

III. Address 169 Waterrest LN

IV. Phone Number 304-282-0850

V. The MCBOE covenants and agrees that it shall, from Aug 1, 2022, through March 31 2023, make available to the ~~practice & games~~ EAA the Old gym for the purpose of practice & game. The activities herein described pertain to the Organization's group exclusively. The MCBOE reserves the right to eliminate any of the above days that there is no school and/or special programs occurring in said facility. The MCBOE will provide a schedule to the Organization with those dates the facility will not be available.

VI. Is the planned activity a non-profit making venture? yes

Criteria: 490P Attorney Gen 114 (1961) Board not authorized to rent or lease school property to profit-making organizations.

July 22, 1985 St. Superintendent interpretation states in part that question: is it permissible for private organizations or individuals to utilize public school facilities for non-profit making ventures. The answer to your question appears to be yes, it is permissible…unless such ventures would not have a community purpose.

VII. Organization agrees to assure that said Organization is a Not-For-Profit entity.

FEIN Number 24-0554407 ***(INCLUDE A VERIFICATION OF FEIN FROM THE IRS)***

VIII. Organization covenants and agrees that the scheduling of its events utilizing the Annex gym as provided for herein shall be coordinated with and through the Organization, and said schedule will be provided to THE Administrative Assistant of Maintenance, Facilities, and Athletics.

IX. Organization agrees to a *facility use fee of* $ 25.00 per hour in addition to a $ 75.00 *custodial fee* per 1/2 shift
(Additional fees may apply depending on facility) $ see below for _____

X. Organization covenants and agrees they shall provide a minimum of $1,000,000 liability and accident insurance for all events during the term of this agreement.

**********This section must be completed**********
Liability Insurance Information: (minimum of $1,000,000 liability required by MCBOE)

Insurance Company: Nationwide Mutual Insurance Company

Policy Number 6BRPG0000007482900

**********Attach a copy of the policy to the application**********

XI. Organization covenants and agrees that it shall save MCBOE harmless from and indemnify it against all liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising or alleged to rise from or in connection with the following:

A. Any injury, or the death of, any person or persons or loss or damage to property on or about the premises or any adjoining property arising from or connected with the premises during the term of this agreement.

B. Performance of any labor or services or the furnishing of any materials or other property in respect of the premises or any part thereof by or at the request of the Organization. Organization shall resist and defend any action, suit or proceeding brought against the MCBOE by reason of the occurrence of any of the aforementioned by the MCBOE.

XII. Organization covenants and agrees that it shall be responsible for the condition of the facility after usage and agrees to be responsible for any damages or expenses resulting from Organization's use of the facility.

XIII. Organization covenants and agrees that it shall comply with all laws, orders, and regulations of Federal, State, and municipal authorities including but not limited to all safety regulations and health department rules and regulations.

XIV. MCBOE shall inspect Annex Gym after Organization's usage to ensure that no damages occurred as a direct result of Organization's usage.

XV. Organization will receive one key to be used by signer and assigns only, with no duplicates to be made or used by others. If the key is used by others or during non-scheduled times by others, this contract will be immediately terminated.

XVI. The terms of this Agreement and all privileges, rights, obligations, duties and liabilities hereunder shall remain in force and effect from Aug 2022, until the 30th day of March; however, either party upon thirty (30) days written notice to the other may, with impunity, terminate this agreement immediately for any reason whatsoever. This agreement constitutes the entire agreement existing between the parties. There are no other agreements, oral or otherwise, which modifies or affects this agreement. The AGREEMENT and all terms and provisions herein shall extend to and be binding on their successors and assigns.

Representative of Organization	Date 7/25/22
Principal or Designee	Date 7-25-22
Administrative Assistant of Maintenance, Facilities and Athletics	Date
Superintendent	Date
Board President	Date

8/26/08
2/23/15
8/12/21
11/30/21
3/3/22

East

13-2034

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne IN 46804

CONTACT NAME: Mass Merchandising Underwriting
PHONE (A/C, No, Ext): 1-800-426-2889 FAX (A/C, No): 1-260-459-5105
E-MAIL ADDRESS: info@sportsinsurance-kk.com
PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Nationwide Mutual Insurance Company	23787
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Marion County Youth Basketball
DBA: Marion County 4th/5th/6th Grades
109 Glenwood St
Fairmont, WV 26554
A Member of the Sports, Leisure & Entertainment RPG

COVERAGES CERTIFICATE NUMBER: W02048353 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		6BRPG0000007482900	11/06/2021 12:01 AM EDT	11/06/2022 12:01 AM	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$1,000,000
	POLICY PRO-JECT LOC						PROFESSIONAL LIABILITY	$1,000,000
	OTHER:						LEGAL LIAB TO PARTICIPANTS	$1,000,000
A	AUTOMOBILE LIABILITY			6BRPG0000007482900	11/06/2021 12:01 AM EDT	11/06/2022 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	X NOT PROVIDED WHILE IN HAWAII							
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007482900	11/06/2021 12:01 AM EDT	11/06/2022 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Legal Liability to Participants (LLP) limit is a per occurrence limit.
Sport(s): Basketball Age(s): 12 and under; Cheerleading - Youth Age(s): 12 and under
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.
See Attached Additional Remarks Schedule

CERTIFICATE HOLDER
Marion County BOE
1516 Mary Lou Retton Dr
Fairmont, WV 26554
(Owner/Lessor of Premises)

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Scott [illegible]

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

3-2034

Date of this notice: 07-26-2022

Employer Identification Number:
88-3414903

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

EAST ATHLETIC ASSOCIATION
% TABITHA SHUPE
169 WATERCREST LN
FAIRMONT, WV 26554

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-3414903. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for business and tax purposes. Some taxpayers receive CP575 notices when another person has stolen their identity and are operating using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms: Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1024, Application for Recognition Under Section 501(a); or Form 1024-A, Application for Recognition of Exemption Under Section 501(c)(4) of the Internal Revenue Code.

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

If you become tax-exempt, you will lose tax-exempt status if you fail to file a required return or notice for three consecutive years, unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File). We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter. For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is EAST. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 E (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 E

9999999999

Your Telephone Number
( ) -

Best Time to Call

DATE OF THIS NOTICE: 07-26-2022
EMPLOYER IDENTIFICATION NUMBER: 88-3414903
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

EAST ATHLETIC ASSOCIATION
% TABITHA SHUPE
169 WATERCREST LN
FAIRMONT, WV 26554

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ASI ATHLETIC ASSOCIATION

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
109 Whitehurst Lane

Requester's name and address (optional)

6 City, state, and ZIP code
Fairmont, WV 26554

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
20 - 0554467

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Christina Lawrence Date ▶ 1/24/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

3-2035

MARION COUNTY BOARD OF EDUCATION
FACILITY USE/RENTAL AGREEMENT

This agreement dated the 30th day of June, 2022 by and between the Marion County Board of Education (hereafter known as MCBOE) and the Mushin Do Karate Dojo (hereafter known as Organization).

WHEREAS, the Marion County Board of Education is the owner and manager of a certain facility known as EFMS Gym + Cafeteria.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein provide that the MCBOE and the Organization agree that:

I. Organization Name Mushin Do Karate Dojo

II. Contact Name Garry Freeman

III. Address 2337 School House Road, Fairmont, WV 26554

IV. Phone Number 304-363-7782

V. The MCBOE covenants and agrees that it shall, from 5pm August 12th 2022 through 5pm August 13th 2022, make available to the EFMS Gym + Cafeteria the Gym for the purpose of a Martial Arts Tournament. The activities herein described pertain to the Organization's group exclusively. The MCBOE reserves the right to eliminate any of the above days that there is no school and/or special programs occurring in said facility. The MCBOE will provide a schedule to the Organization with those dates the facility will not be available.

VI. Is the planned activity a non-profit making venture? yes

Criteria: 490P Attorney Gen 114 (1961) Board not authorized to rent or lease school property to profit-making organizations.

July 22, 1985 St. Superintendent interpretation states in part that question: is it permissible for private organizations or individuals to utilize public school facilities for non-profit making ventures. The answer to your question appears to be yes, it is permissible ... unless such ventures would not have a community purpose

VII. Organization agrees to assure that said Organization is a Not-For-Profit entity.

FEIN Number 55078914 (***INCLUDE A VERIFICATION OF FEIN FROM THE IRS***)

VIII. Organization covenants and agrees that the scheduling of its events utilizing the EFMS Gym + Cafeteria as provided for herein shall be coordinated with and through the Organization, and said schedule will be provided to THE Administrative Assistant of Maintenance, Facilities, and Athletics.

IX. Organization agrees to a *facility use fee of* $ 25.00 per hour in addition to a $ 75.00 *custodial fee* per 1/2 Shift
(Additional fees may apply depending on facility) $ 300.00 for Shift

X. Organization covenants and agrees they shall provide a minimum of $1,000,000 liability and accident insurance for all events during the term of this agreement.

**********This section must be completed**********

Liability Insurance Information: (minimum of $1,000,000 liability required by MCBOE)

Insurance Company: United States Fire Insurance Company

Policy Number SRPGAPML-101-0122

**********Attach a copy of the policy to the application**********

XI. Organization covenants and agrees that it shall save MCBOE harmless from and indemnify it against all liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising or alleged to rise from or in connection with the following:

A. Any injury, or the death of, any person or persons or loss or damage to property on or about the premises or any adjoining property arising from or connected with the premises during the term of this agreement.

B. Performance of any labor or services or the furnishing of any materials or other property in respect of the premises or any part thereof by or at the request of the Organization. Organization shall resist and defend any action, suit or proceeding brought against the MCBOE by reason of the occurrence of any of the aforementioned by the MCBOE.

XII. Organization covenants and agrees that it shall be responsible for the condition of the facility after usage and agrees to be responsible for any damages or expenses resulting from Organization's use of the facility.

XIII. Organization covenants and agrees that it shall comply with all laws, orders, and regulations of Federal, State, and municipal authorities including but not limited to all safety regulations and health department rules and regulations.

XIV. MCBOE shall inspect EFMS Gym after Organization's usage to ensure that no damages occurred as a direct result of Organization's usage.

XV. Organization will receive one key to be used by signer and assigns only, with no duplicates to be made or used by others. If the key is used by others or during non-scheduled times by others, this contract will be immediately terminated.

XVI. The terms of this Agreement and all privileges, rights, obligations, duties and liabilities hereunder shall remain in force and effect from August 12, 2022, until the 13th day of August 2022; however, either party upon thirty (30) days written notice to the other may, with impunity, terminate this agreement immediately for any reason whatsoever. This agreement constitutes the entire agreement existing between the parties. There are no other agreements, oral or otherwise, which modifies or affects this agreement. The AGREEMENT and all terms and provisions herein shall extend to and be binding on their successors and assigns.

Gary Freeman — 6-30-2022
Representative of Organization — Date

Pulsa L Conner — 6-30-2022
Principal or Designee — Date

Administrative Assistant of Maintenance, Facilities and Athletics — Date

Superintendent — Date

Board President — Date

8/26/08
2/23/15
8/12/21
11/30/21
3/3/22

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Grizzly Insurance Agency, LLC
601 16TH ST STE C-428
GOLDEN, CO 80401-1978

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 868-1164 FAX (A/C, No): (303) 484-4431
E-MAIL ADDRESS: policy@karateinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	United States Fire Insurance	21113
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS.
Garry Freeman and Mushin Do Karate
221 Mason Street
Fairmont, WV 26554

COVERAGES CERTIFICATE NUMBER: USP357845 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		SRPGAPML-101-0122	08/12/2022 12:00 AM	08/14/2022 12:01 AM	EACH OCCURRENCE	$1,000,000
							FIRE DAMAGE (Any one fire)	$300,000
							MED EXP (Any one person)	$0
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTO NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
A	Accident/Medical Coverage			US1668507	08/12/2022 12:00 AM	08/14/2022 12:01 AM	AD&D	$2,500
							MAXIMUM MEDICAL	$10,000
							DEDUCTIBLE	$100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Covered Activities: Camp Conference
The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.
Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER
Marion County Board of Education
1516 Mary Lou Retton Drive
Fairmont, WV 26554

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Francis L. Dean

Karate Insurance.com

Contact Us:
Toll-Free: 888-868-1164
(From AK and HI: 970-390-7860)
info@karateinsurance.com

Camp, Clinic or Conference Insurance Quote

Policy Details

Policyholder Name: **Garry Freeman and Mushin Do Karate**

Coverage Period: 8/12/2022 12:01 AM through 8/14/2022 12:01 AM

Accident Coverages

Accidental Death & Dismemberment Principal Sum:	$2,500
Maximum Medical Expense Benefit:	$10,000
Deductible Per Claim:	$100

Insurer: United States Fire Insurance Co.

Liability Coverages

General Aggregate:	$2,000,000
Products / Completed Operations:	$2,000,000
Personal & Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000
Fire Damage (any one fire):	$300,000
Medical Expense:	$0
Deductible Per Claim:	-0-

Insurer: United States Fire Insurance Co.

Premiums

Base Premium:	$438.00 ($2.85 x 150 Day Campers + $2.10 x 5 Day Staff)
Administrative Fee:	$15.00
Total Payment Amount:	**$453.00** *(Minimum Premium is fully earned upon inception and not refundable in the event of cancellation)*

Inclusions/Program Highlights:

Occurrence-Form Policy
Additional Insured parties may be added at no charge
Coverage issued through Sports & Recreation Providers Assn. Purchasing Group

Exclusions for Liability Coverage: This plan does not cover any loss to or resulting from:

Abuse or molestation (unless optional coverage is selected), aircraft, all acts of terrorism, asbestos liability, employment related practices, fungi and bacteria, hepatitis, HIV, HTVL, AIDS, transmissible spongiform encephalopathy, lead poisoning, nuclear energy liability, pyrotechnics activity, total pollution, violation of the CAN-SPAM act, war liability and liability for occurrences prior to the effective date of coverage. All of the above are subject to the terms and conditions of the policy. The program is not available for ice hockey, lacrosse, rugby or tackle football camps and clinics.

Exclusions for Accident Coverage: This plan does not cover any loss to or resulting from:

Suicide, self-destruction, attempted self-destruction or intentional self-inflicted injury while sane or insane. War or any act of war, declared or undeclared. Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances. Voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician. Covered Expenses for which the Covered Person would not be responsible in the absence of this Policy. Injuries paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder. Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician. Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization. Services or treatment rendered by a Physician, Nurse or any other person who is employed or retained by the policyholder, or an Immediate Family member of the Covered Person. Treatment of a hernia, Osgood-Schlatter's disease, osteochondritis, appendicitis, osteomyelitis, cardiac

Last Date of Coverage: 8/13/2022

Sports and Activities: traditional karate tournament

Camp Type: Day Camp Only

General Aggregate Amount: $2,000,000

Past Coverage Cancellation: No

Agrees to Waiver Requirement: Yes

Has Risk Management Plan: Yes

Coverage Options

Number of Day Campers: 150

Number of Day Staff Members: 5

Non-Owned Hired Auto Coverage: $0

Medical Expense Benefit Coverage: No

Sexual Abuse and Molestation Coverage: No

Additional Insureds

Additional Insured #1

Full Name: East Fairmont Middle

Address 1: 221 Mason Street

Address 2:

City: Fairmont

State: WV

Zip Code: 26554

Email:

3-2035

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Francis L. Dean
12800 University Drive Suite 125
Fort Myers, FL 33907
www.karateinsurance.com

CONTACT NAME:
PHONE (A/C, No, Ext): (800) 986-5350 FAX (A/C, No):
E-MAIL ADDRESS: don@karateinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: U.S. Fire Insurance Company	21113
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

GARRY FREEMAN AND MUSHIN DO KARATE
221 MASON STREET
FAIRMONT, WV 26554

COVERAGES CERTIFICATE NUMBER: USP357845 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC			SRPGAPML-101-0122	8/12/2022 12:01 AM	8/14/2022 12:01 AM	GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							PERSONAL & ADV INJURY	$ 1,000,000
							EACH OCCURRENCE	$ 1,000,000
							FIRE DAMAGE (Any one fire)	$ 300,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTO / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Accident/Medical Coverage			US1668507	8/12/2022 12:01 AM	8/14/2022 12:01 AM	AD&D AGGREGATE AD&D MAXIMUM MEDICAL DEDUCTIBLE TERMS OF PAYMENT	 $ 2,500 $ 10,000 $ 100 EXCESS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Camp Activities.

CERTIFICATE HOLDER

GARRY FREEMAN AND MUSHIN DO KARATE
221 MASON STREET
FAIRMONT, WV 26554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Francis L. Dean

Relationship: Venue

Primary and Non-Contributory Endorsement: No

Waiver of Subrogation Endorsement: No

CG 20 26 Endorsement: N/A

Submission Details

Date and Time Application Submitted: 6/10/2022 9:32:50 AM

Producer: KarateInsurance.com

Personal Acknowledgement: Yes

Camps, Clinics & Conferences Policy Application for: Garry Freeman and Mushin Do Karate

Date Purchased: 6/10/2022

Policy Information

Policy Number: SRPGAPML-101-0122

Accident Policy Number: US1668507

Liability Certificate Number: USP357845

Policyholder Name: Garry Freeman and Mushin Do Karate

Contact Information

Contact Name: Garry Freeman

Phone Number 1: 304-367-2123

Phone Number 2:

Fax Number:

Email Address: twininmay@hotmail.com

Mailing Address 1: 221 Mason Street

Mailing Address 2:

Mailing City: Fairmont

Mailing State: WV

Mailing Zip Code: 26554

Is Mailing Address also a Camp, Clinic or Conference Address: Yes

Coverage Information

First Date of Coverage: 8/12/2022

UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

BLANKET BENEFITS
ACCIDENT ONLY POLICY

POLICYHOLDER:	Garry Freeman and Mushin Do Karate 221 Mason Street Fairmont, WV 26554
POLICY NUMBER:	US1668507
POLICY EFFECTIVE DATE:	8/12/2022 12:01 AM
POLICY EXPIRATION DATE:	8/14/2022 12:01 AM

This Policy is issued in the state of WEST VIRGINIA and shall be governed by its laws.

This Policy contains the terms under which the Insurance Company agrees to insure certain persons and pay benefits.

The Insurance Company and the Policyholder have agreed to all the terms of this Policy.

THIS IS ACCIDENT ONLY COVERAGE.

READ IT CAREFULLY.

BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.

THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.

THIS POLICY IS NOT RENEWABLE.

Signed for **United States Fire Insurance Company** By:

Douglas M. Libby
Chairman and CEO

James Kraus
Secretary

3-2035

East Fairmont Middle School

221 Mason Street • Fairmont WV 26554

May 17, 2022

RE: Karate Tournament

Dear Judge Wilson,

I am sending you the Facilities Use Agreement for Marion County so you can be board approved prior to your tournament in August. I also have five of your posters stored in our vault from last year. Please let me know if you have any questions or concerns.

Thank you,

Debbie Conover
Principal
304-367-2123
304-612-5314

East Fairmont Middle School

221 Mason Street • Fairmont WV 26554

Marion County Board of Education Use/Rental Agreement Checklist

It is **MANDATORY** that any outside organization who wishes to use **ANY** of our facilities at East Fairmont Middle School, complete a Facility Use/Rental Agreement Form.

All items must be completed, and the form should be returned to the school Principal.

Forms MUST be placed on a Board of Education Meeting Agenda for final approval.

Use the checklist below to prepare the Facility Use Agreement Form:

Name of Organization must be listed on the 4th blank line.

Organization must have their own FEIN # and it must be listed on the form.

The facility use fee will be listed on the agreement.

The custodial fee will be $25 per hour.

Organization must have their own insurance and the name of the company & policy number must be listed on the facility use form. Authorized representative on the insurance policy must be printed under the policy number on the facility use agreement form.

All organizations who intend to use a Marion County Schools facility must contact their organization's insurance company have Marion County School's added as an additional insured.

A representative from the organization must sign the form.

A printed copy of the insurance policy must be attached to the agreement form.

13-203

MARION COUNTY BOARD OF EDUCATION
FACILITY USE/RENTAL AGREEMENT

This agreement dated the 12 day of July, 2022, by and between the Marion County Board of Education (hereafter known as MCBOE) and the Seneca Valley HS Cheer & Dance Team (hereafter known as Organization).

WHEREAS, the Marion County Board of Education is the owner and manager of a certain facility known as Fairmont Senior HS.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein provide that the MCBOE and the Organization agree that:

I. Organization Name SVHS Cheer

II. Contact Name Laura Wise

III. Address 124 Seneca School Rd, Harmony PA

IV. Phone Number 724-816-2273

V. The MCBOE covenants and agrees that it shall from July 22, 2022 through July 24, 2022, make available to the SVHS Cheer/Dance Team the New Gym for the purpose of Cheer clinic/camp. The activities herein described pertain to the Organization's group exclusively. The MCBOE reserves the right to eliminate any of the above days that there is no school and/or special programs occurring in said facility. The MCBOE will provide a schedule to the Organization with those dates the facility will not be available.

VI. Is the planned activity a non-profit making venture? Yes

Criteria: 490P Attorney Gen 114 (1961) Board not authorized to rent or lease school property to profit-making organizations.

July 22, 1985 St. Superintendent interpretation states in part that question: is it permissible for private organizations or individuals to utilize public school facilities for non-profit making ventures. The answer to your question appears to be yes, it is permissible...unless such ventures would not have a community purpose.

VII. Organization agrees to assure that said Organization is a Not-For-Profit entity.
FEIN Number 25-6011213 ***(INCLUDE A VERIFICATION OF FEIN FROM THE IRS)***

VIII. Organization covenants and agrees that the scheduling of its events utilizing the New Gym as provided for herein shall be coordinated with and through the Organization, and said schedule will be provided to THE Administrative Assistant of Maintenance, Facilities, and Athletics.

IX. Organization agrees to a *facility use fee of* $ 25 per day in addition to a $ 0 *custodial fee* per 0
(Additional fees may apply depending on facility) $ 0 for 0

X. Organization covenants and agrees they shall provide a minimum of $1,000,000 liability and accident insurance for all events during the term of this agreement.

**********This section must be completed**********

Liability Insurance Information: (minimum of $1,000,000 liability required by MCBOE)

Insurance Company: Selective Insurance

Policy Number 927719022

*****Attach a copy of the policy to the application*****

VI. Organization covenants and agrees that it shall save MCBOE harmless from and indemnify it against all liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising or alleged to rise from or in connection with the following:

A. Any injury, or the death of, any person or persons or loss or damage to property on or about the premises or any adjoining property arising from or connected with the premises during the term of this agreement.

B. Performance of any labor or services or the furnishing of any materials or other property in respect of the premises or any part thereof by or at the request of the Organization. Organization shall resist and defend any action, suit or proceeding brought against the MCBOE by reason of the occurrence of any of the aforementioned by the MCBOE.

VII. Organization covenants and agrees that it shall be responsible for the condition of the facility after usage and agrees to be responsible for any damages or expenses resulting from Organization's use of the facility.

VIII. Organization covenants and agrees that it shall comply with all laws, orders, and regulations of Federal, State, and municipal authorities including but not limited to all safety regulations and health department rules and regulations.

IX. MCBOE shall inspect Fairmont Senior HS after Organization's usage to ensure that no damages occurred as a direct result of Organization's usage.

X. Organization will receive one key to be used by signer and assigns only, with no duplicates to be made or used by others. If the key is used by others or during non-scheduled times by others, this contract will be immediately terminated.

XI. The terms of this Agreement and all privileges, rights, obligations, duties and liabilities hereunder shall remain in force and effect from July 22, 2022, until the 24th day of July, 2022; however, either party upon Thirty (30) days written notice to the other may, with impunity, terminate this agreement immediately for any reason whatsoever. This agreement constitutes the entire agreement existing between the parties. There are no other agreements, oral or otherwise, which modifies or affects this agreement. The AGREEMENT and all terms and provisions herein shall extend to and be binding on their successors and assigns.

Laura Wise
Representative of Organization — 7/12/22 Date

Principal or Designee — 7/12/22 Date

Administrative Assistant of Maintenance, Facilities and Athletics — Date

Superintendent — Date

Board President — Date

3-203

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to 0443206342
May 17, 2011 LTR 147C
25 6011213

SENECA VALLEY SCHOOL DISTRICT
124 SENECA SCHOOL RD
HARMONY PA 16037 9101 246

Taxpayer Identification Number: 25 6011213

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of May 17th, 2011.

Your Employer Identification Number (EIN) is 25 6011213. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1 800 829 0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mr Roberts

MR ROBERTS
1000144812
Customer Service Representative

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248344558
Aug. 09, 2017 LTR 4076C 0
25 6011213 000000 00
00014846
BODC: TE

SENECA VALLEY SCHOOL DISTRICT
124 SENECA SCHOOL RD
HARMONY PA 16037

Federal Identification Number: 25-6011213
Person to Contact: Customer Service
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

GOVERNMENTAL UNITS
Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)
An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

TAX-EXEMPT CHARITABLE ORGANIZATIONS
An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

3-203

0248344558
Aug. 09, 2017 LTR 4076C 0
25 6011213 000000 00
00014847

SENECA VALLEY SCHOOL DISTRICT
124 SENECA SCHOOL RD
HARMONY PA 16037

Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c))(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at www.irs.gov/eo.

We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007 1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
First National Insurance Agency, LLC
12 Federal Street Suite 405
One North Shore Center
Pittsburgh PA 15212

CONTACT NAME:
PHONE (A/C, No, Ext): 800-252-4850 FAX (A/C, No): 412-231-0249
E-MAIL ADDRESS: info@fnb-corp.com

INSURED
Seneca Valley School District
124 Seneca School Rd
Harmony PA 16037

SENEVAL-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CM Regent LLC	12356
INSURER B : Eastern Advantage Assurance Co	13019
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 2062771984

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Y	CAS573-22	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY	Y	Y	AUTO573-22	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			EXS573-22	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 1,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	05-0000119192-04	7/1/2022	7/1/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Marion County Board of Education
1516 Mary Lou Retton Dr
Fairmont WV 26554
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Daniel V. Robles

MARION COUNTY BOARD OF EDUCATION
FACILITY USE/RENTAL AGREEMENT

This agreement dated the _____12_____day of _____july_____, _____2022_____, by and between the Marion County Board of Education (hereafter known as MCBOE) and the _____Seneca Valley Cheer and Dance team (hereafter known as Organization).

WHEREAS, the Marion County Board of Education is the owner and manager of a certain facility known as _____Fairmont High school _____

NOW, THEREFORE, in consideration of the mutual promises and covenant herein provide that the MCBOE and the Organization agree that:

I. Organization Name SVHS cheer

II. Contact Name ___Laura Wise_____

III.Address_____227Jaclyn

Dr_____, Harmony PA _____ IV. Phone Number

_____7248162273_____

V. The MCBOE covenants and agrees that it shall, from __July 22_____ July/22 12-4 23 - 9-3 24 - 9-1 _____ through _____July24_____, _____, make available to the __SVSDcheer /dance _____ the new gym FSHS _____ for the purpose of _____cheer clinic_____. The activities herein described pertain to the Organization's group exclusively. The MCBOE reserves the right to eliminate any of the above days that there is no school and/or special programs occurring in said facility. The MCBOE will provide a schedule to the Organization with those dates the facility will not be available.

VI. Is the planned activity a non-profit making venture? ___yes_____

Criteria: 490P Attorney Gen 114 (1961) Board not authorized to rent or lease school property to profit-making

organizations.

July 22, 1985 St. Superintendent interpretation states in part that question: is it permissible for private organizations or individuals to utilize public school facilities for non-profit making ventures. The answer to your question appears to be yes, it is permissible...unless such ventures would not have a community purpose.

VII. Organization agrees to assure that said Organization is a Not-For-Profit entity. FEIN Number

__75-619665_____ (***INCLUDE A VERIFICATION OF FEIN FROM THE IRS***)

VIII. Organization covenants and agrees that the scheduling of its events utilizing the New gym_____ as provided for herein shall be coordinated with and through the Organization, and said schedule will be provided to THE Administrative Assistant of Maintenance, Facilities, and Athletics.

IX. Organization agrees to a *facility use fee of* $ 25 per hr in addition to a $_____25___ *custodial fee* per hr

(Additional fees may apply depending on facility) $_____n/a_____ for N/A

X. Organization covenants and agrees they shall provide a minimum of $1,000,000 liability and accident insurance for all events during the term of this agreement.

**********This section must be completed**********

Liability Insurance Information: (minimum of $1,000,000 liability required by MCBOE)

Insurance Company: _____Selective Insurance

_____927719022_____ Policy Number

_____

**********Attach a copy of the policy to the application**********

XI. Organization covenants and agrees that it shall save MCBOE harmless from and indemnify it against all liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising or alleged to rise from or in connection with the following:

A. Any injury, or the death of, any person or persons or loss or damage to property on or about the premises or any adjoining property arising from or connected with the premises during the term of this agreement.

B. Performance of any labor or services or the furnishing of any materials or other property in respect of the premises or any part thereof by or at the request of the Organization. Organization shall resist and defend any action, suit or proceeding brought against the MCBOE by reason of the occurrence of any of the aforementioned by the MCBOE.

XII. Organization covenants and agrees that it shall be responsible for the condition of the facility after usage and agrees to be responsible for any damages or expenses resulting from Organization's use of the facility.

XIII. Organization covenants and agrees that it shall comply with all laws, orders, and regulations of Federal, State, and municipal authorities including but not limited to all safety regulations and health department rules and regulations.

XIV. MCBOE shall inspect _____Fairmont High School_____ after Organization's usage to ensure that no damages occurred as a direct result of Organization's usage.

XV. Organization will receive one key to be used by signer and assigns only, with no duplicates to be made or used by others. If the key is used by others or during non-scheduled times by others, this contract will be immediately terminated.

XVI. The terms of this Agreement and all privileges, rights, obligations, duties and liabilities hereunder shall remain in force and effect from _____July 22_____, until the _____24th_____ day of _____July_____; however, either party upon thirty (30) days written notice to the other may, with impunity, terminate this agreement immediately for any reason whatsoever. This agreement constitutes the entire agreement existing between the parties. There are no other agreements, oral or otherwise, which modifies or affects this agreement. The AGREEMENT and all terms and provisions herein shall extend to and be binding on their successors and assigns.

_____Laura Wise_____ _____
Representative of Organization Date

_____ 7/18/22 _____ Principal or
Designee Date

_____ _____
Administrative Assistant of Maintenance, Facilities and Athletics Date

_____ _____
Superintendent Date

_____ _____ Board President Date

8/26/08
2/23/15
8/12/21
11/30/21
3/3/22

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
First National Insurance Agency, LLC
12 Federal Street Suite 405
One North Shore Center
Pittsburgh PA 15212

CONTACT NAME:
PHONE (A/C, No, Ext): 800-252-4850
FAX (A/C, No): 412-231-0249
E-MAIL ADDRESS: info@fnb-corp.com

INSURED
Seneca Valley School District
124 Seneca School Rd
Harmony PA 16037

SENEVAL-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CM Regent LLC	12356
INSURER B : Eastern Advantage Assurance Co	13019
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 2062771984

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Y	CAS573-22	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO	Y	Y	AUTO573-22	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / X HIRED AUTOS ONLY / X SCHEDULED AUTOS / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			EXS573-22	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 1,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	05-0000119192-04	7/1/2022	7/1/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Marion County Board of Education
1516 Mary Lou Retton Dr
Fairmont WV 26554
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Daniel W. Robles

REV-1220 (AS+) 05-17

pennsylvania
DEPARTMENT OF REVENUE

BUREAU OF
BUSINESS TRUST FUND TAXES
PO BOX 280901
HARRISBURG PA 17128-0901

PENNSYLVANIA EXEMPTION CERTIFICATE

- ☒ STATE AND LOCAL SALES AND USE TAX
- ☐ STATE 6% AND LOCAL 1% HOTEL OCCUPANCY TAX
- ☐ PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)
- ☐ VEHICLE RENTAL TAX (VRT)
- ☐ *ADDITIONAL LOCAL, CITY, COUNTY HOTEL TAX* *

3-2033

This form cannot be used to obtain a Sales Tax Account ID, PTA Account ID or Exempt Status.

(Please Print or Type)
Read Instructions On Reverse Carefully

THIS FORM MAY BE PHOTOCOPIED – VOID UNLESS COMPLETE INFORMATION IS SUPPLIED

CHECK ONE: ☐ PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE (USE FOR ONE TRANSACTION)
☒ PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE (USE FOR MULTIPLE TRANSACTIONS)

Name of Seller, Vendor or Lessor

Street | City | State | ZIP Code

NOTE: Do not use this form for claiming an exemption on the registration of a vehicle. To claim an exemption from tax for a motor vehicle, trailer, semi-trailer or tractor with the PA Department of Transportation, Bureau of Motor Vehicles, use one of the following forms:

FORM MV-1, Application for Certificate of Title (first-time registrations)

FORM MV-4ST, Vehicle Sales and Use Tax Return/Application for Registration (other registrations)

Property and services purchased or leased using this certificate are exempt from tax because: (Select the appropriate paragraph from the back of this form, check the corresponding block below and insert information requested.)

☐ 1. Property or services will be used directly and predominately by purchaser in performing purchaser's operation of: _____

☐ 2. Purchaser is a/an: _____

☐ 3. Property will be resold under Account ID_____. (If purchaser does not have a PA Sales Tax Account ID, include a statement under Number 7 explaining why a number is not required.)

☒ 4. Purchaser is a/an: Instituluion of Purely Public Charity holding Exemption Account ID 75-6196675

☐ 5. Property or services will be used directly and predominately by purchaser performing a public utility service.
☐ PA Public Utility Commission PUC Number _____ and/or ☐ U.S. Department of Transportation MC/MX _____

☐ 6. Exempt wrapping supplies, Account ID_____. (If purchaser does not have a PA Sales Tax Account ID, include a statement under Number 7 explaining why a number is not required.)

☐ 7. Other _____
(Explain in detail. Additional space on reverse side.)

I am authorized to execute this certificate and claim this exemption. Misuse of this certificate by seller, lessor, buyer, lessee or their representative is punishable by fine and imprisonment.

Name of Purchaser or Lessee	Signature	EIN	Date
Seneca Valley Cheer and Dance Booster	, VP	25-1836084	07/15/22
Street	**City**	**State**	**ZIP Code**
PO Box 2812	Cranberry Twp	PA	16066

1. ACCEPTANCE AND VALIDITY:

For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within 60 days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.

2. REPRODUCTION OF FORM:

This form may be reproduced but shall contain the same information as appears on this form.

3. RETENTION:

The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies.

DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.

4. EXEMPT ORGANIZATIONS:

This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of $200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (example: 75-00000-0).

FIRST AMENDMENT TO ATHLETIC TRAINING SERVICES AGREEMENT

This **FIRST AMENDMENT TO ATHLETIC TRAINING SERVICES AGREEMENT** (this "**First Amendment**") is made and entered into as of _____, 2022 by and between **MARION COUNTY BOARD OF EDUCATION** ("School") and **MORGANTOWN PHYSICAL THERAPY ASSOCIATES, INC. d/b/a HEALTHWORKS,** for itself and on behalf of its subsidiaries and affiliates ("Contractor").

BACKGROUND

A. School and Contractor are parties to an Athletic Training Services Agreement dated as of July 19, 2021 (the "**Services Agreement**"), pursuant to which School has engaged Contractor to provide services for the School in connection with its athletic programs.

B. Contractor has agreed to perform such services for the School.

C. The Parties desire to further amend, confirm and clarify certain terms and conditions contained in the Services Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound by this First Amendment, the Parties hereby agree as follows:

1. **First Amendment to Services Agreement; Defined Terms**.

(a) This First Amendment amends the Services Agreement, and the provisions hereof supersede all inconsistent provisions contained in the Services Agreement. However, all of the terms and conditions of the Services Agreement not amended or altered hereby shall remain in full force and effect.

(b) All capitalized terms used in this First Amendment shall have the meaning given to them in the Services Agreement, unless expressly defined otherwise.

(c) This First Amendment shall be effective as of August 1, 2022 (the "Effective Date").

2. **Section 3(b) of the Services Agreement is hereby deleted and replaced in its entirety as follows**:

"Coverage to the School for Services provided beyond those contractual obligations as specified in Exhibit B are subject to Contractor approval and will

be billed to the School at a rate of $35.00 per hour. This shall include any hours worked by a Certified Athletic Trainer over Forty (40) hours per week."

3. **Section 4(a) of the Services Agreement is hereby deleted and replaced in its entirety as follows**:

"The Agreement shall be effective beginning August 1, 2022 and continuing through June 30, 2023 (the "Term") unless earlier terminated as provided herein."

4. **The first sentence of Section 6 of the Services Agreement is hereby deleted and replaced in its entirety as follows**:

"Contractor shall furnish three (3) Certified Athletic Trainers to perform the Services."

5. **The first sentence of Section 1 of Exhibit A of the Services Agreement is hereby deleted and replaced in its entirety as follows**:

"Contractor will supply three (3) Certified Athletic Trainer(s) employed or retained by HealthWorks or an affiliate or subsidiary thereof to provide the Services to the School at the times and during the events set forth on Exhibit B."

6. **Section I of Exhibit B of the Services Agreement is hereby deleted and replaced in its entirety as follows:**

"Three (3) Certified Athletic Trainers will be available for a maximum of forty (40) hours per week, per Certified Athletic Trainer, at the discretion of the Athletic Director. During this time, practice and home event coverage will be provided."

7. **Exhibit C of the Services Agreement is hereby deleted and replaced in its entirety as follows:**

"EXHIBIT C

COMPENSATION

The School shall remit the following payments to Contractor for Services provided to School within thirty (30) days of invoice by Contractor:

School Year 2022-2023	
October 1, 2022	$69,880.33
January 1, 2023	$69,880.33

April 1, 2023	$69,880.33
June 1, 2023	$69,880.33
School Year 2022-2023 TOTAL:	$279,521.32*

The parties agree that Contractor will not be in breach for failing to provide 3 full-time Certified Athletic Trainers; and that the rate shall be discounted for any time period during which less than 3 full-time Certified Athletic Trainers are provided as follows: pro-rata reduction of the $93,173.77 annual per full-time Certified Athletic Trainer rate."

IN WITNESS WHEREOF, the Parties have executed and delivered this First Amendment as of the date first written above.

MARION COUNTY BOARD OF EDUCATION

By: _____
Name:
Title:

MORGANTOWN PHYSICAL THERAPY ASSOCIATES, INC. d/b/a HEALTHWORKS

By: Select Unit Management, Inc., its manager

By: _____
John Gilmour
National Director of Sports Medicine

3-203

Marion County Schools – BOOSTER INFO / 2022-2023

School FSHS

Booster Group Polar Bear Running Booster (Cross Country)

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: Polar Bear Running Booster

2) Booster Group FEIN (***MUST INCLUDE A COPY OF THE IRS FEIN VERIFICATION FORM***): 57-1242229 (Sent as attachment)

3) Booster Group by-laws submitted by August 1st of each year: (UPDATED)
Date received 7/5/2022

4) Date of the election of booster officers: ~~6/13/22~~ 6/16/22

5) Name of booster President: Grant Sisk Phone # 304-816-6504

6) Name of booster Vice President: Chris Premo Phone # 304-612-6381

7) Name of booster Secretary: Rhonda Lintner Phone # 304-328-8011

8) Name of booster Treasurer: JoEllen Zucchelli Phone # 814-310-1535

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

10) Proof of booster Liability Insurance to principal (*Must include Marion County Schools as an additional insured*): ✓ Date submitted: 7/5/2022

11) Submit annual financial statement for year ending June 30, 2022 of the school support organization with this application: ✓ Date submitted: 7/5/2022

12) Attach a copy of the Booster Annual Financial report/year ending bank statement as of June 30, 2022 ✓.

13) Financial records submitted to the principal at the conclusion of the season: ✓

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

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

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

Signatures

Principal [signature]

(Submit to Superintendent prior to July 15)

Superintendent _____

(To be approved by Board first meeting in July)

FILE WITH TREASURER OF MARION COUNTY BOARD OF EDUCATION.

3-2039

FSHS

Booster Sport: Polar Bear Running Boosters (Cross Country)

Year: 2022-2023

President: Grant Sisk

Signature: Grant Sisk Date: 6/16/22 PH: 304-816-6504

Email: grantsisk@gmail.com

Vice President: Chris Pramo

Signature: [illegible] Date: 6/14/22 PH: 304-612-6581

Email: cpramo@firstenergycorp.com

Secretary: Rhonda Lintner

Signature: Rhonda Lintner Date: 6/16/22 PH: 304-328-8011

Email: rplintner@yahoo.com

Treasurer: Joellen Zuchelli

Signature: Joellen Zuchelli Date: 6/16/22 PH: 814-310-1535

Email: jo74@msn.com

Co-Treasurer: Rhonda Lintner

Signature: Rhonda Lintner Date: 6/16/22 PH: 304-328-8011

Email: rplintner@yahoo.com

Election was held and approved on the date of 6/16/22

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Dick Moore Agency
613 Fairmont Ave
Fairmont , WV 26554

CONTACT NAME: Rodney S. Stewart
PHONE (A/C, No, Ext): 304-363-5400 FAX (A/C, No): 304-363-4216
E-MAIL ADDRESS: rodney@dickmooreagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fireman's Fund Insurance Company	21873
INSURER B : Nationwide Life Insurance Company	66869
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Fairmont Senior Cross Country Boosters
1 Loop Park Drive
Fairmont , WV 26554

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	✔		XPK80998373	6/30/2022	6/30/2023	EACH OCCURRENCE	$ 1,000,000
	✔ COMMERCIAL GENERAL LIABILITY			NANPO0055682			DAMAGE TO RENTED PREMISES	$ 100,000
	CLAIMS-MADE ✔ OCCUR						MEDICAL EXPENSE	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ✔ POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Directors and Officers			NPODO0063012	6/30/2022	6/30/2023		$1,000,000
A	Sexual Misconduct Liability			NANPO0055682	6/30/2022	6/30/2023		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured: / Sexual Misconduct Liability included. Event Description: Boosters Start Date: 6/30/2022 End Date: 6/30/2023

CERTIFICATE HOLDER

Marion County BOE
1516 Mary Lou Retton Dr
Fairmont , WV 26554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert V. Nuccio

3-203

ANNUAL FINANCIAL REPORT 2021-2022

SCHOOL FSHS

Booster Group Polar Bear Running Boosters (Cross Country)

Reconciled Beginning Balance as of July 1, 2021	$2,707.18	
Total Annual Income	$5,355.83	ADD
Total Annual Expenses	$3,530.32	SUBTRACT
Reconciled Ending Balance as of June 30, 2022	$4,532.69	

Booster President Signature _____ Date 7/1/22

Booster Treasurer Signature _____ Date 7/1/22

Fairmont Senior Cross Country Boosters Constitution & By-Laws

Article I – Name

The organization name shall be "Polar Bear Running Boosters."

Article II – Purpose

The purpose of this organization is to provide financial sponsorship for the Fairmont Senior High School Boys and Girls Cross Country team activities, equipment, travel, and or other support as required. This organization is an established 501(c)3 Non-Profit Organization.

Article III – Membership

The membership shall consist of all parents (or guardians) of those students participating on the Cross Country teams and/or interested adults approved by the Advisory Board. Members are required to attend more than 50% of organization meetings.

Article IV – Advisory Board

The Advisory Board shall consist of the following officers: President, Vice President, Secretary, Treasurer, and Co-Treasurer. These officers shall serve a one-year term with the effective/termination dates of June 30, respectively. Officer selection shall be determined by majority vote of all active members attending the designated annual election meeting. Individuals may be elected to consecutive officer terms. Officers will vote on matters brough before the Advisory Board for consideration, with each representing a single vote. Decisions shall be upheld by a majority vote (3 of 4). In the event of a tie, the general membership may be consulted to resolve issues with a majority vote of all members present during a scheduled meeting.

Article V – Duties of the Advisory Board

Collective duties are as follows:

- Ensure funds are used for the direct/indirect benefit of the Cross Country teams and/or members
- Oversee collections and distribution of all funds received
- Evaluate proposed purchases greater than $150.00. Provide approval or denial of request.
- Coordinate fund raising activities
- Organize committees/volunteers for things such as home cross country meet and end of season banquet

Article VI – Advisory Board Position Descriptions

Duties & Responsibilities are as follows:

President:

- Serve as the primary point of contact for organization members
- Schedule organization meetings
- Preside over meetings of the Advisory Board
- Appoint members to committees
- Coordinate task assignments of the Advisory Board

Vice President:

- Assist the President in the overall operations of the organization
- Act of behalf of the President (all applicable duties & responsibilities) in the absence of the President

Secretary:

- Maintain accurate minutes & records of meetings and/or significant correspondence (other than financial records maintained by the Treasurer)
- Record organization membership and meeting attendance
- Keep all minutes and pass on to next person in office once term has ended.

Treasurer:

- Maintain current records of financial transactions (deposits/distributions)
- Deposit funds collected on behalf of the organization into MVB Bank account.
- Provide financial status report at all Advisory Board meeting and organization meetings
- Create annual budget
- E-mail monthly bank statement and bank reconciliation report to High School Booster representative
- File Annual Report to the West Virginia Secretary of State between Jan 1-Jun30 of every year to maintain our Business Registration Certificate
- File Annual 990-N Form to the IRS between Jan 1-Apr 30 of every year to maintain our 501(c)3 status
- Provide the High School with a Profit/Loss Statement after each fund raiser
- Prepare season end financial report
- Submit all necessary paperwork to the High School for Booster BOE approval by first week of July

Co-Treasurer:

- Assist the Treasurer in keeping checks and balances on the finances

Article VII – Meetings

General meeting schedule will be as needed, with a minimum of a two-day noticed provided to the general membership via appropriate announcement (email, social media groups, text). Special meetings of the Advisory board may also be scheduled with a minimum of a two-day notice via appropriate announcement to board members. Board members need voted in by July 1st every year to coincide with the BOE paperwork and approval schedule.

Article VIII – Finance

- This booster club is exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)3.
- This organization has a Public Charity Status of 170(b)(1)(A)(vi) with the IRS meaning all donations made to this organization are tax deductible to the donor under IRC Section 170.
- The bank account associated with the organization must have two individuals on the account (Treasurer and President) and all checks written on behalf of this organization must be signed by both individuals.

Article IX – Ratification & Amendments

The Constitution and By Laws shall be ratified by unanimous Advisory Board vote or 2/3 of the general membership vote from members present during a scheduled meeting. Amendments may be proposed by any member and shall require unanimous Advisory Board vote, or 2/3 general membership vote of all members present during a scheduled meeting.

Ratified December 31, 2016

Revised July. 16, 2022

Grant Sisk (President)

Chris Premo (Vice President)

Rhonda Lintner (Secretary/Co-Treasurer)

JoEllen Zuchelli (Treasurer)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 30 2019

POLAR BEAR RUNNING BOOSTERS
1 LOOP PARK DRIVE
FAIRMONT, WV 26554-0000

Employer Identification Number:
57-1242229
DLN:
26053690002759
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
August 8, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

POLAR BEAR RUNNING BOOSTERS

3-2039

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

3-2040

Marion County Schools – BOOSTER INFO / 2022-2023

School Fairmont Senior High School

Booster Group Friends of Polar Bear Golf Boosters

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: Friends of Polar Bear Golf Boosters

2) Booster Group FEIN (***MUST INCLUDE A COPY OF THE IRS FEIN VERIFICATION FORM***): 86-2926986

3) Booster Group by-laws submitted by August 1st of each year: (UPDATED)
Date received 7-12-22

4) Date of the election of booster officers: March 28, 2021

5) Name of booster President: Steve Ash Phone # 304-657-7688

6) Name of booster Vice President: Jay Barkley Phone # 304-290-5458

7) Name of booster Secretary: Diane Huffman Phone # 304-376-2019

8) Name of booster Treasurer: Jeremy Rowan Phone # 304-657-0838

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

3-2040

10) Proof of booster Liability Insurance to principal (*Must include Marion County Schools as an additional insured*): ✓ Date submitted: 7-11-22

11) Submit annual financial statement for year ending June 30, 2022 of the school support organization with this application: ✓ Date submitted: 7-11-22

12) Attach a copy of the Booster Annual Financial report/year ending bank statement as of June 30, 2022 ✓.

13) Financial records submitted to the principal at the conclusion of the season: ✓

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

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

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

Signatures

Principal [signature]

(Submit to Superintendent prior to July 15)

Superintendent _____

(To be approved by Board first meeting in July)

FILE WITH TREASURER OF MARION COUNTY BOARD OF EDUCATION.

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-29-2021

Employer Identification Number:
86-2926986

Form: SS-4

Number of this notice: CP 575 E

FRIENDS OF POLAR BEAR GOLF BOOSTERS
% JEREMY ROWAN
147 KIMBERLY CIR
FAIRMONT, WV 26554

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-2926986. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

Constitution & By Laws
Of
Friends of Polar Bear Golf Boosters

Article 1 - Name

The name of the organization shall be "Friends of Polar Bear Golf".

Article II-Purpose

The purpose of this non-profit organization is to provide additional funds and support for the Friends of Polar Bear Golf program from the ninth to twelfth grade.

Article III – Membership

The membership for the Friends of Polar Bear Golf boosters shall consist of all parents and guardians of students participate in the Polar Bear Golf program and other interested individual(s) who attend at least 50% of the regular meetings.

Article IV – Advisory Board

The Advisory Board shall consist of the following four members: President, Vice President, Secretary and Treasurer. The majority of the membership and boosters attending the annual end of the season meeting will elect all members. Each member will serve a one year term from June to June. Each member can hold office for more than one (1) term if elected. Each member except the President will represent one vote in all matters brought before the board for consideration. The President will only vote in the event of a tie. All matters brought before the board will be decided by a majority vote except for items related to the constitution and/or bylaws.

Article V – Duties of the Advisory Board

Duties of the Advisory Board shall be:

1. Follow Chapter 2 Parent-Teacher Associations, Booster Groups and Other School Support Organizations of the "Accounting *Procedures Manual for the Public Schools in the State of West Virginia.*"
2. To oversee the distribution of all funds or contributions received.
    a. To approve or deny all purchases over $500. Purchasing approval requires approval by a majority of the Advisory Board
    b. To coordinate all fund raising activities
    c. To ensure that all funds received are used for the direct or indirect benefit of the players of the Polar Bear Golf program

Article VI – Advisory Board Position Description

President:

Duties, responsibilities and powers of the President will consist of the following:

1. To preside at all meetings of the Advisory Board
2. To be the primary point of contact of the Advisory Board
3. To appoint the chairman and all members of all committees
4. To assign tasks to other Advisory Board members as needed
5. To call special meetings when necessary
6. To vote to decide majority in votes of the Advisory Board
7. To obtain one million dollar liability insurance policy

Vice President:

Duties, responsibilities and powers of the Vice President will consist of the following:

1. To accept and discharge all responsibilities of the President
2. To assist the President in the overall operations of the organization

Secretary:

Duties, responsibilities and powers of the Secretary will consist of the following:

1. To maintain accurate minutes and records of all meetings correspondence.
2. To submit the following documentation to the school principle:
    a. Date of elections of officers
    b. List of booster fundraisers to be approved and place on the school fundraiser calendar
    c. Documentation of liability insurance policy

Treasurer:

Duties, responsibilities and powers of the Treasurer will consist of the following:

1. To organize and collect all funds received
2. To ensure safekeeping of all funds
3. To maintain up to date records of all transactions
4. To provide reports of the financial condition of the organization at regular meetings
5. To provide end of year financial records to the school principle

Article VII – Meetings

The regular meetings for conducting the business of the organization shall be held at the beginning of the season in June and conducted as needed. Special meetings of the Advisory Board or the organization as a whole may be called by the President by giving two days notice to all members by any communications means available (phone, email, newspaper, texts, etc.)

Article VIII – Budget

The annual budget shall be drafted and adopted by a majority vote of the Advisory Board at the June/July meeting.

Article IX - Amendments

The constitution and bylaws may be amended by a two-thirds vote of the Advisory Board as defined in Article IV.

Article X – Adoption and Ratification of the Constitution and Bylaws

The constitution and bylaws shall be adopted and ratified by a two-thirds vote of the Advisory Board as defined in Article IV.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dick Moore Agency
613 Fairmont Ave
Fairmont , WV 26554

CONTACT NAME: Rodney S. Stewart
PHONE (A/C, No, Ext): 304-363-5400 FAX (A/C, No): 304-363-4216
E-MAIL ADDRESS: rodney@dickmooreagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fireman's Fund Insurance Company	21873
INSURER B : Nationwide Life Insurance Company	66869
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Friends of Polar Bear Golf
147 Kimberly Circle
Fairmont , WV 26554

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	✓		XPK80998373	6/2/2022	6/2/2023	EACH OCCURRENCE	$ 1,000,000
	✓ COMMERCIAL GENERAL LIABILITY			NANPO0055343			DAMAGE TO RENTED PREMISES	$ 100,000
	CLAIMS-MADE ✓ OCCUR						MEDICAL EXPENSE	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Directors and Officers			NPODO0062676	6/2/2022	6/2/2023		$1,000,000
A	Sexual Misconduct Liability			NANPO0055343	6/2/2022	6/2/2023		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured: / Sexual Misconduct Liability included. Event Description: Boosters Start Date: 6/2/2022 End Date: 6/2/2023

CERTIFICATE HOLDER

Marion County Board of Education
1516 Mary Lou Retton Dr
Fairmont , WV 26554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert V. Nuccio

ANNUAL FINANCIAL REPORT 2021-2022

SCHOOL Fairmont Senior High School

Booster Group Friends of Palm Beach Golf Boosters

Reconciled Beginning Balance as of July 1, 2021	7,079.80	
Total Annual Income	11,110.00	ADD
Total Annual Expenses	8,849.01	SUBTRACT
Reconciled Ending Balance as of June 30, 2022	9,340.79	

Booster President Signature _____ Date 6-30-22

Booster Treasurer Signature _____ Date 6/30/22

3-2041

Marion County Schools – BOOSTER INFO / 2022-2023

School Fairmont Senior High School

Booster Group FSHS Polar Bear Football Boosters

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: FSHS Polar Bear Football Boosters

2) Booster Group FEIN (***MUST INCLUDE A COPY OF THE IRS FEIN VERIFICATION FORM***): 84-2265767

3) Booster Group by-laws submitted by August 1st of each year: (UPDATED)
Date received Submitted

4) Date of the election of booster officers: April 29, 2022

5) Name of booster President: Jeremy Laird Phone # (304) 290-1263

6) Name of booster Vice President: Amanda Longwell Phone # (304) 288-7043

7) Name of booster Secretary: Jennifer Green Phone # (304) 816-8694

8) Name of booster Treasurer: Tina Richmond Phone # (304) 290-2576

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

10) Proof of booster Liability Insurance to principal (*Must include Marion County Schools as an additional insured*): ____X____ Date submitted: ___5/27/2022___

11) Submit annual financial statement for year ending June 30, 2022 of the school support organization with this application:____X____ Date submitted: ___6/8/2022___

12) Attach a copy of the Booster Annual Financial report/year ending bank statement as of June 30, 2022 ___Yes___.

13) Financial records submitted to the principal at the conclusion of the season: ___Yes___

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

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

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

Signatures

Principal_____

(Submit to Superintendent prior to July 15)

Superintendent_____

(To be approved by Board first meeting in July)

FILE WITH TREASURER OF MARION COUNTY BOARD OF EDUCATION.

ANNUAL FINANCIAL REPORT 2021-2022

SCHOOL Fairmont Senior High School

Booster Group FSHS Polar Bear Football Boosters

Reconciled Beginning Balance as of July 1, 2021	$23,945.81	
Total Annual Income	$95,770.81	ADD
Total Annual Expenses	$97,251.94	SUBTRACT
Reconciled Ending Balance as of June 30, 2022	$22,464.89	

Booster President Signature Jeremy Laird Date 7/5/2022

Jeremy Laird

Booster Treasurer Signature Tina Richmond Date 7/5/2022

Tina Richmond

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dick Moore Agency
613 Fairmont Ave
Fairmont , WV 26554

CONTACT NAME: Rodney S. Stewart
PHONE (A/C, No, Ext): 304-363-5400 FAX (A/C, No): 304-363-4216
E-MAIL ADDRESS: rodney@dickmooreagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fireman's Fund Insurance Company	21873
INSURER B : Nationwide Life Insurance Company	66869
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Fairmont Senior Football Boosters
1 Loop Park Drive
Fairmont , WV 26554

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	✓		XPK80998373	6/4/2022	6/4/2023	EACH OCCURRENCE	$ 1,000,000
	✓ COMMERCIAL GENERAL LIABILITY			NANPO0055399			DAMAGE TO RENTED PREMISES	$ 100,000
	CLAIMS-MADE ✓ OCCUR						MEDICAL EXPENSE	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	✓ POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Directors and Officers			NPODO0062734	6/4/2022	6/4/2023		$1,000,000
A	Sexual Misconduct Liability			NANPO0055399	6/4/2022	6/4/2023		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured: / Sexual Misconduct Liability included. Event Description: Boosters Start Date: 6/4/2022 End Date: 6/4/2023

CERTIFICATE HOLDER

Marion County BOE
1516 Mary Lou Retton Dr
Fairmont , WV 26554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robert V. Nuccio

Constitution & Bylaws
of
Polar Bear Football Boosters

Article I - Name

The Name of the organization shall be "Polar Bear Football Boosters"

Article II - Purpose

The purpose of this Non-Profit Organization is to provide additional funds and support for the Polar Bear Football program including from grades 9 to 12 grade.

The Polar Bear Football Boosters is organized exclusively for charitable, religious, education, and scientific purposes, including, for such purposes, making of distributions to organizations that qualify as exempt organizations described under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for public purpose. Any such assets not disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Article III - Membership

The membership of the Polar Bear Football Boosters shall consist of all parents and guardians of the student athlete's participating in the Polar Bear Football program and others interested who attend at least 50% of the regular meetings.

Article IV - Advisory Board

The advisory board shall consist of the following eleven members: President, Vice President, Secretary, Treasurer, Mamma Bear Coordinator, Blue & White Club Coordinator, Freshman Class Representative, Sophomore Class Representative, Junior Class Representative, Senior Class Representative and a Coaching Staff Representative. The majority of the membership attending the annual Winter Organizational Meeting will nominate all members for office except the Coaching Staff Representative. The Head Football Coach will select the Coaching Staff Representative.

Each Member will serve a 1-year term from January to January. (A) Each member can hold more than 1 term if elected. In the event more than 1 person is nominated for a position on the Advisory Board an election may be deemed necessary. (A)(I) If the election is necessary than a ballot should be made and distributed to all members attending the end of year Banquet. Result will be announced by the Monday following the end of year Banquet.

Article V- Duties of the Advisory Board

Each member except the President will represent one vote in all matters brought before the board for consideration. The President will only vote in the event of the tie. All matters brought before the board will be decided by a majority vote for items related to the constitution and by-laws.

Duties of the Advisory Board Shall Be:

1. To oversee the distribution of all funds or contributions received
2. To approve or deny all purchases over $250. Purchasing approval requires approval by a majority of the Advisory Board.
3. To coordinate all fund raising activities.
4. To ensure that all funds received are used for the direct or indirect benefit of the Players and Coaches of Polar Bear Football.

Article VI- Advisory Board Position Description

President

Duties, responsibilities, and powers of the President will consist of the following:

- To preside at all meeting of the Advisory Board
- To be the primary point of contact between the Advisory Board and the members and committees.
- To appoint the chairman and all members of all committees.
- To assign tasks to other Advisory Board members as needed.
- To call special meeting when necessary.
- To vote to decide majority in votes of the Advisory Board.

Vice President

Duties, responsibilities, and powers of the Vice President will consist of the following:

- To accept and discharge all responsibilities of the President in their absence
- To assist the President in the overall operation of the organization

Secretary

Duties, responsibilities, and powers of the Secretary will consist of the following:

- To maintain accurate minutes and records of all meetings and correspondence.

Treasurer

Duties, responsibilities, and powers of the Treasurer will consist of the following:

- To organize and collect all funds received.
- To ensure safekeeping of all funds.
- To maintain up-to-date records of all transactions and to provide reports of the financial condition of the organization at regular meetings.

Mamma Bear Coordinator

Duties, responsibilities, and powers of the Mamma Bear Coordinator will consist of the following:

- Coordinate, budget and direct all team spirit activities including team meals.

Blue & White Club Coordinator

Duties, responsibilities, and powers of the Blue & White Club Coordinator will consist of the following:

- To organize, solicit, and direct all aspects of Blue & White Club membership and benefits.

Class Representatives

Duties, responsibilities, and powers of the Class Representatives will consist of the following:

- To act as the communication liaison between the Advisory Board and the general membership within their respective class.

Article VII - Meetings

The regular meeting for conducting the business of the organization shall be monthly meetings in May and June and then semi-monthly meeting July through October. Winter Organizational meeting will be conducting in December prior to the Banquet. Special meetings of the Advisory Board or the organization as a whole may be called by the President by giving 2 days' notice to all members available (by phone, email, text or remind)

Article VIII - Budget

The annual budget shall be drafted and adopted by a majority vote of the Advisory Board at the May meeting.

Article IX-Amendments

The constitution and by-laws may be amended by two-thirds votes of the advisory as defined in Article IV

Article X- Adoption and Ratification of the Constitution and By-Laws.

The constitution and by-laws shall be adopted and ratified by a two-thirds vote of the Advisory Board as define in Article IV.

Article XI - Date of Adoption 6/1/2000

Article XII – Review of Bylaws 4/29/2022

President

Vice-President

Ms. Vaught,
To be placed on the board agenda for approval. Overnight. Thank you.

3-2042

Marion County Board of Education

(please submit one field trip form per bus needed)

Please follow the instructions in the Administrative Manual Section 2.115. 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 the county office for approval.

FAIRMONT SR	7/22/22	DARREN PAUL	
School	Date Submitted	Sponsor	Sub Needed
BOYS SOCCER	8/8 – 8/11	DARREN PAUL JIM DENARDI	
Group	Date of Trip	Chaperone(s)	Sub Needed
36	DOBBRIDGE COUNTY PARK		
Total Number to be Transported	Destination		

Purpose of activity BOYS SOCCER CAMP

Number of School Days Lost ☒ Approximate Cost 1100.00 Source of Funding Boosters

Transportation Information

Time bus to be loaded 3:00 8/8/22 am/pm Approximate time to return 6:00 8/11/22 am/pm

Type of Transportation
- X Private Auto PARENTS DRIVING OWN PLAYERS
- ____ Commercial Carrier List carrier ____
- ____ Marion County School Bus #____ Driver ____

Is School to pay driver? ____ Yes ____ No

Approved (granted/denied) Principal ____ Date 7/22/22
Approved (granted/denied) Central Office ____ Date 7/25/2022
Approved (granted/denied) Transportation ____ Date ____

Driver's Trip Report

Bus # ____ Bus Capacity ____ Total Number Transported ____

Destination ____ Date of Trip ____ Day of Week ____

Times:
- Pre-trip ____am/pm
- Bus Available to load students ____am/pm
- Depart on trip ____am/pm
- Bus return from trip ____am/pm
- Completion of bus cleanup ____am/pm

Overnight

Sponsor/Chaperon *(signature verifies loading, departure and return time.*

Name of substitute covering run Mile

ds/2011

White - Accounting Yellow - Transportation Office

Please place on the board agenda
thank you,
C. Zeman

3-204

RECEIVED
JUL 18 2022
By

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 sighn and forward to county office for approval. Please submit one field trip form per bus needed.

FSHS	7/1/2022	N Janes	NO
School	Date Submitted	Sponsor(s)	Sub Needed
CHEER	July 30-Aug 1	D Hardwick, G Hedrick, N Bigelow, Bridget Meadows	NO
Group	Date of Trip	Chaperones	Sub Needed
16	Newberry, SC and Charlotte, NC		
Number to be transported	Destination		

Purpose of activity Camp

Number of School Days Lost 0 Approximate Cost $300.00 Source of Funding parents +

Transportation Information * riding w/ coaches.

Time bus to be loaded 8:00 am / pm July 30 Approximate time to return 10:00 am / pm Aug 1

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 7/1/22
Approval (granted / denied) County Office ____ Date 7/18/2022
Approval (granted / denied) Transportation ____ Date ____

Driver's Trip Report

Overnight & out-of-state

Capacity ____ Total Number Transported ____

____ Date of Trip ____ Day of Week ____

One	☐ Day Two
n / pm	____ am / pm
n / pm	____ am / pm
n / pm	____ am / pm
n / pm	____ am / pm
n / pm	____ am / pm

Driver Signature ____ Mileage ____ Fuel ____

tb/2017 White – Accounting Yellow – Transportation Office Pink – Driver Gold – Driver

MEMORANDUM OF UNDERSTANDING/AGREEMENT BETWEEN THE CITY OF FAIRMONT AND THE BOARD OF EDUCATION OF THE COUNTY OF MARION

This agreement made this 17th day of July, 2017, by and between the Board of Education of the County of Marion, a public corporate body, hereinafter Board of Education or Board, and the City of Fairmont, a WV municipal corporation, hereinafter City.

WITNESSETH

Whereas, the Board of Education and the City have agreed to establish a School Resource Officer (SRO) Program for purposes of providing assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

Whereas, the parties, recognizing that the Program is a great benefit to school administration, students and the community as a whole, have agreed that two City police officers will serve as School Resource Officers in the Marion County School System at schools located within the corporate limits of the City of Fairmont;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

TERM:

The term of this agreement shall commence on July 1, 2017, and shall be for a period of one fiscal year; provided however, that subject to annual appropriation and as otherwise officially amended by grant adjustment approved by the Division of Justice and Community Services, this Agreement shall automatically renew for additional periods of one fiscal year each and shall remain in full force and effect unless and until this Agreement is withdrawn or terminated. Either party may withdraw from or terminate this Agreement in its sole discretion upon thirty (30) days written notice addressed to the designated official of the other party who is a signatory to this Agreement. Said withdraw or termination shall be effective upon the date of the notice

CONSIDERATION: The Board agrees to pay the City the sum of $40,000.00 for the services rendered by two School Resource Officers at various schools within Fairmont City limits as hereinafter set forth.

CERTIFIED OFFICER:

The School Resource Officer shall be a certified West Virginia law enforcement officer, shall be assigned a patrol car, and shall be in an official capacity including being armed at all times.

DUTIES AND GUIDELINES OF THE BOARD AND CITY/SCHOOL RESOURCE OFFICER (SRO):

- Each SRO will maintain offices located at West Fairmont Middle School and East Fairmont Middle School as provided by the Marion County Board of Education.

- Each SRO will attempt to be on the grounds of a Marion County School as long as school is in session, unless unavoidable absence due to an illness or training.

- Each SRO will be in school a minimum of 35 hours per week and will attend as many extracurricular activities as possible. The SRO may attend extracurricular activities such as ball games, field trips, track meets, parent meetings, club meetings or other school sponsored activities on an as-needed basis.

- Each officer shall abide by the County School Board policies and laws, as they relate to the School SRO. The SRO shall consult and coordinate instructional activities through the principal. Activities conducted by the SRO, which are part of the regular instruction program of the school, shall be under the direction of the principal. The BOARD shall approve the content of educational programs and instructional materials used by the SRO.

- Each SRO will provide non-traditional instruction in various aspects of law enforcement, public safety and education as requested.

- The CITY shall be responsible for the control and direction of all aspects of employment of the police officer assigned to the Program. Each law enforcement officer remains an employee of the City. The Responsibility for wages, and fringes and benefits, such that each law enforcement officer remains an employee of the City of Fairmont. The responsibility for all such wages, fringes and benefits, such as unemployment insurance, health insurance, workers compensation, vacation or sick leave, all of which remain with the employing agency, not with the Board of Education.

- The CITY shall ensure that the exercise of the law enforcement powers by the SRO is in compliance with the authority granted by law.

- The SRO shall not function as a school disciplinarian. It is not the responsibility of the SRO to intervene with normal disciplinary actions of the school or to be used as a witness to disciplinary procedures in the school. The SRO will, at all times, be expected to act within the scope of authority granted by the law. The SRO's responsibilities are as follows:

police officers; provide opportunities for youth to be involved in the improvement of their school; and promote crime and delinquency prevention. Some ideas for student involvement include:

- ☐ **School Safety Surveys** - surveying peers regarding the safety of their school.
- ☐ **Vandalism Prevention** - using posters/brochures to bolster school pride and to educate.
- ☐ **Crime Watch** - encouraging students to watch for crime and suspicious activity and report it.
- ☐ **Drug Abuse Prevention** - educating peers on the dangers of alcohol and drugs.
- ☐ **Community Clean-ups** - working with peers to paint over graffiti, pick up litter, etc.
- ☐ **Mentoring** - assisting younger students through tutoring, reading, or spending time.
- ☐ **Teen Courts** - using students to try cases of other students.
- ☐ **Senior Citizen Assistance** - assisting the elderly with errands or tasks and checking in on them.

INFORMATION SHARING: The parties to this agreement will consider all federal, state and local laws, rules, policies and regulations regarding the collection, use and dissemination of student records.

TERMINATION OF THE PROGRAM

Either party may terminate this agreement by serving written notice upon other party at least thirty (30) days in advance of such termination.

INVALID PROVISION

Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate, in good faith, to amend this Agreement in a manner satisfactory to the parties.

INDEMNIFICATION

The BOARD agrees to indemnify and save harmless the CITY for any liability whatsoever arising out of the negligent acts of the Board's employees or agents in directing the SRO in the performance of their instructional programs. The CITY agrees to indemnity and save harmless the BOARD of any liability whatsoever arising to employment as defined by City Ordinances and West Virginia State Law; provided however, that the CITY'S obligation to defend and indemnify the BOARD shall be and is hereby expressly limited to the amount of any applicable insurance or the proceeds of any applicable insurance policy that may become payable by insurers of the CITY on account of any available and applicable insurance coverage purchased by the CITY. The general funds, enterprise funds, and all other funds and all of the other assets of CITY whether real, personal or mixed, shall be and are hereby expressly exempted from any obligation of CITY to defend and indemnify the BOARD hereunder. Moreover, the CITY'S obligation to defend and indemnify shall not be a pledge of the full faith and credit or taxing power of the CITY for the

payment of any amount due hereunder or pursuant hereto but the obligations hereunder shall be payable solely from the funds expressly pledge for their payment. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful or reckless misconduct on the part of the BOARD. Subject to the aforementioned limitation, if CITY and BOARD are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities or persons not a party to this Agreement.

Nothing in this Agreement shall be construed to affect, in any way, the CITY or the BOARD's rights, privileges, or immunities.

ASSIGNMENT

Neither party to the Agreement shall, directly or indirectly, assign or purport to assign this Agreement, or any of its rights or obligations, in whole or in part, to any third party without the prior written consent of the other party.

NO WAIVER

The failure by either party to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions, irrespective of any previous action or proceeding taken by it hereunder.

COMPLETE AGREEMENT

This Agreement is the complete Agreement of the parties, may be amended or modified only in writing, and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof; however it is the intent of the parties in entering this agreement to comply with all of the provisions of US DOJ Community Oriented Policing Services (COPS) Grant Award requirements and that the parties agree to any modification necessary to cause compliance.

CHOICE OF LAW

This Agreement shall be governed by and construed and interpreted according to the laws of the State of West Virginia. It shall be binging upon and insure to the benefit of the successors of the CITY and BOARD. Jurisdiction over any dispute regarding this Agreement shall lie exclusively in the Circuit Court of Marion County, West Virginia.

SECTION 3: That the City Manager be and is hereby authorized and empowered to execute and deliver the aforementioned memorandum of understanding/agreement on behalf of the City of Fairmont and to execute and deliver any other agreements, documents, instruments, certificates, and other papers and to do all acts and things as may be reasonable, necessary and desirable to consummate the transaction contemplated hereby and otherwise carry out the purpose and intent of this ordinance, all with such change or changes from the respective form of any such document, approved hereunder, as the City Manager executing the same may approve, such approval and the propriety and necessity of said changes to be conclusively evidenced by the execution thereof.

This Resolution shall become effective upon adoption.

Passed this the 11th day of July, 2017.

MAYOR

ATTEST:

Janet L. Keller
CITY CLERK

MEMORANDUM OF UNDERSTANDING/AGREEMENT BETWEEN THE MARION COUNTY SHERIFF'S DEPARTMENT AND THE MARION COUNTYBOARD OF EDUCATION

This agreement made this 1st day of August, 2022, by and between the Board of Education of the County of Marion, a public corporate body, hereinafter Board of Education or Board, and the Marion County Sheriff's Department, hereinafter Department.

Whereas, the Board of Education and the Department have agreed to establish a School Resource Officer (SRO) Program for purposes of providing assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

Whereas, the parties, recognizing that the Program is a great benefit to school administration, students and the community as a whole, have agreed that one DEPARTMENT deputy will serve as School Resource Officer in the Marion County School System at schools located within the geographic limits of Marion County West Virginia;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

TERM

The agreement shall commence on August 1, 2022, and shall be for a period of one fiscal year; provided however, that subject to annual appropriation and as otherwise officially amended by grant adjustment approved by the Division of Justice and Community Services, this Agreement shall automatically renew for additional periods of one fiscal year each and shall remain in full force and effect unless and until this Agreement is withdrawn or terminated. Either party may withdraw from or terminate this Agreement in its sole discretion upon thirty (30) days written notice addressed to the designated official of the other party who is a signatory to this Agreement. Said withdraw or termination shall be effective upon the date of the notice.

CONSIDERATION

The Board agrees to pay the Department the sum of fifty-seven thousand dollars($57.000) for the services rendered by one School Resource Officer at various schools within the geographic boundaries of Marion County, West Virginia. Placement of said officer shall be at the direction of the Board.

TERMINATION OF THE PROGRAM

Either party may terminate this agreement by serving written notice upon other party at least thirty (30) days in advance of such termination.

INVALID PROVISION

Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement materially affect any other rights or obligations of the parties hereunder. the parties hereto will negotiate, in good faith, to amend this Agreement in a manner satisfactory to the parties.

INDEMNIFICATION

The BOARD agrees to indemnify and save harmless the DEPARTMENT for any liability whatsoever arising out of the negligent acts of the Board's employees or agents in directing the SRO in the performance of their instructional programs.

The DEPARTMENT agrees to indemnity and save harmless the BOARD of any liability whatsoever arising to employment as defined by County Ordinances and West Virginia State Law; provided however, that the DEPARTMENT'S obligation to defend and indemnify the BOARD shall be and is hereby expressly limited to the amount of any applicable insurance or the proceeds of any applicable insurance policy that may become payable by insurers of the DEPARTMENT on account of any available and applicable insurance coverage purchased by the DEPARTMENT. The general funds, enterprise funds, and all other funds and all of the other assets of DEPARTMENT whether real, personal or mixed, shall be and are hereby expressly exempted from any obligation of the DEPARTMENT to defend and indemnify the BOARD.

This section shall not apply to the extent that any loss or damage is caused by the negligence or willful or reckless misconduct on the part of the BOARD. Subject to the aforementioned limitation, if DEPARTMENT and BOARD are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities or persons not a party to this Agreement. Nothing in this Agreement shall be construed to affect, in any way, the DEPARTMENT'S or the BOARD's rights, privileges, or immunities.

ASSIGNMENT

Neither party to this Agreement shall, directly or indirectly, assign or purport to assign this agreement, or any of its rights or obligations, in whole or in part, to any third party without the prior written consent of the other party.

NO WAIVER

The failure by either party to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions, irrespective of any previous action or proceeding taken by it hereunder.

COMPLETE AGREEMENT

This Agreement is the complete Agreement of the parties, may be amended or modified only in writing and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof; however it is the intent of the parties in entering this agreement to comply with all of the provisions of US DOJ Community Oriented Policing Services (COPS) Grant Award requirements and that the parties agree to any modification necessary to cause compliance.

CHOICE OF LAW

This Agreement shall be governed by, construed, and interpreted according to the laws of the State of West Virginia. It shall be hinging upon and insure to the benefit of the successors of the DEPARTMENT and BOARD. Jurisdiction over any dispute regarding this Agreement shall lie exclusively in the Circuit Court of Marion County, West Virginia.

NOTICE

All notices or other communications required or permitted by this Agreement shall be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or delivered personally to the following persons and addresses unless otherwise specified herein.

Sheriff of Marion County
316 Monroe Street
Fairmont, WV 26554

Marion County Board of Education
ATTN: Superintendent of Schools
1516 Mary Lou Retton Drive
Fairmont, WV 26554

IN WITNESS WHEREOF, the parties by their respective representatives, duly authorized, have hereunto affixed their signatures as of the date first above written.

BOARD OF EDUCATION OF THE COUNTY OF MARION. A PUBLIC CORPORATE BODY
By:

Dr. Donna D. Hage
Superintendent

MARION COUNTY SHERIFF'S DEPARTMENT
By:

James C. Riffle
Sheriff of Marion County, WV

DEFAULT ACCOUNT NUMBER	VENDOR NAME	AMOUNT OF CHECK	CHECK DATE	CHECK NUMBER
11.00000.12621.431.011.0000.0000.00	ACE HARDWARE	119.99	7/20/22	235812
61.88210.13121.636.501.0000.0000.00	ADAMS OFFICE SUPPLY CO.	406.89	7/18/22	235800
61.41240.12213.583.214.0000.0000.00	AMANDA PASE	102.24	7/15/22	235778
11.00000.21211.212.001.0000.0000.00	AMERICAN BENEFIT CORPORATION	4,963.16	7/12/22	235753
61.02010.22150.653.001.0000.0000.00	APPLE, INC.	487.15	7/22/22	235833
71.43280.22150.652.209.0000.0000.00	APPLE, INC.	528.00	7/22/22	235833
71.43280.22150.652.209.0000.0000.00	APPLE, INC.	1,056.00	7/22/22	235833
71.43280.22150.652.209.0000.0000.00	APPLE, INC.	528.00	7/22/22	235833
71.43280.22150.652.209.0000.0000.00	APPLE, INC.	528.00	7/22/22	235833
71.43280.22150.652.214.0000.0000.00	APPLE, INC.	528.00	7/22/22	235833
61.88310.13121.636.006.0000.0000.00	AQUA FILTER FRESH INC	11.25	7/18/22	235807
71.52110.12239.532.001.4455.0000.00	AT&T MOBILITY	259.38	7/20/22	235814
11.00000.12621.431.002.0000.0000.00	AULTMAN DISTRIBUTORS, INC.	898.40	7/20/22	235815
61.41170.11111.611.999.0000.0000.00	BARNES & NOBLE BOOKSELLERS	1,234.27	7/22/22	235834
11.00000.12611.421.101.0000.0000.00	BARRACKVILLE GARBAGE SERVICE	500.00	7/12/22	235754
11.00000.12611.441.002.0000.0000.00	BONNIE TOOTHMAN	4,537.50	7/12/22	235757
11.00000.12711.441.002.0000.0000.00	BONNIE TOOTHMAN	1,512.50	7/12/22	235757
61.88210.13121.634.006.0000.0000.00	BRIGHT BEGINNINGS DAYCARE &	1,594.86	7/18/22	235801
61.05110.31391.345.000.0000.0000.00	BYKOTA, INC.	381.55	7/18/22	235786
61.88210.13121.634.006.0000.0000.00	CAPITAL ONE, N.A.	6.96	7/18/22	235808
61.88210.13121.634.006.0000.0000.00	CAPITAL ONE, N.A.	37.42	7/18/22	235808
11.00000.11111.651.001.0000.0000.00	CDW GOVERNMENT, LLC	1,386.09	7/18/22	235787
11.00000.11111.651.001.0000.0000.00	CDW GOVERNMENT, LLC	462.03	7/18/22	235787
61.88210.13121.636.006.0000.0000.00	CITY NATIONAL BANK	505.02	7/18/22	235802
11.00000.12611.411.301.0000.0000.00	CITY OF FAIRMONT	33.50	7/12/22	235755
11.00000.12611.812.301.0000.0000.00	CITY OF FAIRMONT	333.79	7/12/22	235755
11.00000.00479.004.000.0000.0000.00	CITY OF FAIRMONT	206.73	7/15/22	235777
61.00000.00479.004.000.0000.0000.00	CITY OF FAIRMONT	13.02	7/15/22	235777
71.00000.00479.004.000.0000.0000.00	CITY OF FAIRMONT	4.34	7/15/22	235777
11.00000.11111.651.001.0000.0000.00	CITYNET, LLC	10.00	7/14/22	235771
11.00000.14711.451.205.0000.0000.00	DAVID BRAD STRAIGHT	2,540.04	7/13/22	235761
11.00000.14711.451.205.0000.0000.00	DAVID BRAD STRAIGHT	2,776.00	7/26/22	235839
61.41110.12213.331.901.0000.0000.00	DIANE BURNSIDE	1,230.00	7/18/22	235789
11.00000.12611.621.502.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	73.44	7/20/22	235818
11.00000.12611.621.503.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	358.87	7/20/22	235818
11.00000.12611.621.701.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	153.80	7/20/22	235818
11.00000.12321.581.001.0000.0000.00	DONNA HAGE	1,174.95	7/26/22	235841
61.88210.13121.431.209.0000.0000.00	DUNN'S REFRIGERATION &	1,280.00	7/18/22	235803
61.88210.13121.431.211.0000.0000.00	DUNN'S REFRIGERATION &	905.00	7/18/22	235809
61.88210.13121.431.304.0000.0000.00	DUNN'S REFRIGERATION &	510.00	7/18/22	235809
61.88210.13121.431.402.0000.0000.00	DUNN'S REFRIGERATION &	880.00	7/18/22	235809
11.00000.12321.582.001.0000.0000.00	EMBASSY SUITES CHARLESTON	368.28	7/15/22	235782
11.00000.12611.441.005.0000.0000.00	ERIC EFAW	500.00	7/12/22	235756
11.00000.12321.582.001.0000.0000.00	FAIR MOUNTAIN ARTS LLC	385.00	7/18/22	235790
11.00000.11111.611.503.2280.0000.00	FLINN SCIENTIFIC, INC.	99.75	7/26/22	235842
61.88310.13121.636.214.0000.0000.00	HOOTEN EQUIPMENT COMPANY LLC	4,995.00	7/18/22	235804
11.00000.11111.581.001.0000.0000.00	INEZ HILL	70.79	7/21/22	235828
11.00000.11111.581.001.0000.0000.00	INEZ HILL	11.99	7/21/22	235828
71.52160.11111.653.001.0000.0000.00	IXL LEARNING	2,700.00	7/13/22	235762
11.00000.11111.581.001.0000.0000.00	JAMES STORMS	74.59	7/21/22	235829
11.00000.12791.582.003.0000.0000.00	JOHN WILLIAMS	125.00	7/13/22	235763
11.00000.12621.667.002.0000.0000.00 NEV	JOSEPH TOOTHMAN	1,348.51	7/20/22	235819
61.41110.12213.331.901.0000.0000.00	JOYCE EVANS	1,230.00	7/18/22	235791

DEFAULT ACCOUNT NUMBER	VENDOR NAME	AMOUNT OF CHECK	CHECK DATE	CHECK NUMBER
61.88310.13121.636.006.0000.0000.00	JUSTTECH, LLC	11.40	7/18/22	235805
61.41210.11111.611.001.0000.0000.00	KENT DISPLAYS, INC.	272.56	7/18/22	235792
11.00000.12611.411.212.0000.0000.00	KINGMILL VALLEY PSD	292.41	7/20/22	235820
11.00000.12611.411.501.0000.0000.00	KINGMILL VALLEY PSD	27.64	7/20/22	235820
11.00000.12611.411.501.0000.0000.00	KINGMILL VALLEY PSD	1,071.71	7/20/22	235820
61.41110.12213.331.901.0000.0000.00	KURSTIE HENDON	90.00	7/18/22	235793
11.00000.22150.341.001.0000.0000.00	LAINIE FARENCE	2,160.00	7/20/22	235821
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	505.81	7/18/22	235794
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	717.63	7/18/22	235794
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	47.49	7/18/22	235794
61.42110.11111.611.901.0000.0000.00	LAKESHORE LEARNING MATERIALS	37.99	7/20/22	235822
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	243.61	7/22/22	235836
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	28.49	7/22/22	235836
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	18.99	7/22/22	235836
11.00000.12791.541.003.0000.0000.00	LAMAR BILLBOARD/OUTDOOR ADS	1,050.00	7/20/22	235816
11.00000.12791.582.003.0000.0000.00	LARRY MARTIN	125.00	7/13/22	235764
61.41110.11111.321.001.0000.0000.00	LEARNING OPTIONS, INC.	1,080.00	7/18/22	235795
61.40210.12213.583.503.0000.0000.00	LISA HENLINE	158.25	7/14/22	235772
11.00000.12611.421.005.0000.0000.00	MANNINGTON REFUSE LLC	675.25	7/13/22	235765
11.00000.12611.421.303.0000.0000.00	MANNINGTON REFUSE LLC	675.25	7/13/22	235765
61.42210.12110.341.000.0000.0000.00	MARION COUNTY COMMISSION	57,000.00	7/20/22	235823
11.00000.11111.212.001.0000.0000.00	MARION COUNTY DENTAL/VISION	14,140.70	7/12/22	235758
11.00000.11111.213.001.0000.0000.00	MARION COUNTY DENTAL/VISION	3,925.40	7/12/22	235758
11.00000.11111.212.001.0000.0000.00	MARION COUNTY DENTAL/VISION	11,793.07	7/15/22	235779
11.00000.11111.213.001.0000.0000.00	MARION COUNTY DENTAL/VISION	5,403.55	7/15/22	235779
11.00000.11111.212.001.0000.0000.00	MARION COUNTY DENTAL/VISION	13,677.11	7/22/22	235837
11.00000.11111.213.001.0000.0000.00	MARION COUNTY DENTAL/VISION	2,079.76	7/22/22	235837
11.00000.12661.341.001.0000.0000.00	MARION COUNTY POLICE RESERVES	200.00	7/18/22	235798
11.00000.12661.341.001.0000.0000.00	MARION COUNTY POLICE RESERVES	200.00	7/18/22	235798
11.00000.12661.341.001.0000.0000.00	MARION COUNTY POLICE RESERVES	200.00	7/18/22	235798
11.00000.12661.341.501.0000.0000.00	MARION COUNTY POLICE RESERVES	2,520.00	7/18/22	235798
11.00000.12661.341.502.0000.0000.00	MARION COUNTY POLICE RESERVES	1,680.00	7/18/22	235798
71.00000.52150.341.214.0000.0000.00	MARION COUNTY POLICE RESERVES	224.00	7/18/22	235798
11.00000.00479.004.000.0000.0000.00	MARION COUNTY SCHOOL EMPLOYEI	9,707.06	7/15/22	235776
61.00000.00479.004.000.0000.0000.00	MARION COUNTY SCHOOL EMPLOYEI	1,675.44	7/15/22	235776
11.00000.12791.582.003.0000.0000.00	MARK THOMAS	125.00	7/13/22	235766
11.00000.11111.641.001.2700.0000.00	MCGRAW-HILL SCHOOL EDUCATION	6,178.30	7/18/22	235788
11.00000.11111.641.001.2700.0000.00	MCGRAW-HILL SCHOOL EDUCATION	5,382.00	7/18/22	235788
61.88310.13121.636.006.0000.0000.00	MELINDA GUTIERREZ	8.40	7/18/22	235806
61.41110.12213.331.901.0000.0000.00	MICHAEL MAINELLA	90.00	7/18/22	235796
11.00000.12611.622.205.0000.0000.00	MON POWER	287.68	7/18/22	235784
11.00000.12611.622.102.0000.0000.00	MON POWER	193.03	7/20/22	235813
11.00000.12611.622.005.0000.0000.00	MON POWER	12.59	7/21/22	235830
11.00000.12611.622.303.0000.0000.00	MON POWER	1,038.26	7/21/22	235830
11.00000.12611.622.303.0000.0000.00	MON POWER	112.54	7/21/22	235830
11.00000.12611.622.306.0000.0000.00	MON POWER	12,524.61	7/21/22	235830
11.00000.12611.622.503.0000.0000.00	MON POWER	10,405.79	7/22/22	235832
11.00000.12611.622.701.0000.0000.00	MON POWER	4,459.63	7/22/22	235832
11.00000.12611.622.501.0000.0000.00	MON POWER	17,286.94	7/26/22	235840
11.00000.12611.622.502.0000.0000.00	MON POWER	5,159.95	7/26/22	235840
11.00000.12611.812.304.0000.0000.00	MONONGAH VOLUNTEER FIRE DEPT	520.29	7/14/22	235773
61.41210.11111.611.001.0000.0000.00	ORIENTAL TRADING COMPANY, INC.	153.94	7/18/22	235797
61.41210.11111.611.001.0000.0000.00	ORIENTAL TRADING COMPANY, INC.	239.92	7/18/22	235797

DEFAULT ACCOUNT NUMBER	VENDOR NAME	AMOUNT OF CHECK	CHECK DATE	CHECK NUMBER
61.41210.11111.611.001.0000.0000.00	ORIENTAL TRADING COMPANY, INC.	117.73	7/18/22	235797
61.41210.11111.611.001.0000.0000.00	ORIENTAL TRADING COMPANY, INC.	229.14	7/22/22	235838
61.41210.11111.611.001.0000.0000.00	ORIENTAL TRADING COMPANY, INC.	89.72	7/22/22	235838
61.41210.11111.611.001.0000.0000.00	ORIENTAL TRADING COMPANY, INC.	200.30	7/22/22	235838
61.46210.11111.611.001.0000.0000.00	ORIENTAL TRADING COMPANY, INC.	201.26	7/26/22	235843
11.00000.12611.621.001.0000.0000.00	PEOPLES-WV	77.03	7/20/22	235817
11.00000.12611.621.212.0000.0000.00	PEOPLES-WV	305.57	7/20/22	235817
11.00000.12611.621.214.0000.0000.00	PEOPLES-WV	167.40	7/20/22	235817
11.00000.12611.621.215.0000.0000.00	PEOPLES-WV	48.58	7/20/22	235817
11.00000.12611.621.501.0000.0000.00	PEOPLES-WV	153.32	7/20/22	235817
11.00000.12611.621.502.1128.0000.00	PEOPLES-WV	77.02	7/20/22	235817
61.88210.13121.636.006.0000.0000.00	PITNEY BOWES GLOBAL	1,008.66	7/18/22	235810
61.46210.12213.611.001.0000.0000.00	PITTSBURGH ZOO & PPG AQUARIUM	653.95	7/26/22	235844
11.00000.12611.421.216.0000.0000.00	RACHEL GARBAGE DISPOSAL	650.00	7/20/22	235824
11.00000.12611.421.503.0000.0000.00	RACHEL GARBAGE DISPOSAL	1,225.00	7/20/22	235824
11.00000.12611.421.701.0000.0000.00	RACHEL GARBAGE DISPOSAL	525.00	7/20/22	235824
11.00000.11111.581.001.0000.0000.00	RICHARD STANLEY	192.76	7/13/22	235767
11.00000.12324.611.001.0000.0000.00	ROCKIE DELORENZO	75.10	7/12/22	235759
61.41210.11111.611.001.0000.0000.00	SCHOOL SPECIALTY, LLC	380.54	7/18/22	235785
61.41210.11111.611.001.0000.0000.00	SCHOOL SPECIALTY, LLC	48.10	7/18/22	235785
61.41210.11111.611.001.0000.0000.00	SCHOOL SPECIALTY, LLC	228.37	7/22/22	235835
61.41210.11111.611.001.0000.0000.00	SCHOOL SPECIALTY, LLC	13.84	7/22/22	235835
61.41210.11111.611.001.0000.0000.00	SCHOOL SPECIALTY, LLC	23.38	7/22/22	235835
61.41210.11111.611.001.0000.0000.00	SCHOOL SPECIALTY, LLC	185.12	7/22/22	235835
61.88221.13121.634.006.0000.0000.00	SOUTH FAIRMONT PRICE CUTTER	5.49	7/18/22	235811
61.41240.12170.571.214.0000.0000.00	SOUTH FAIRMONT PRICE CUTTER	42.68	7/20/22	235825
61.41240.12170.571.214.0000.0000.00	SOUTH FAIRMONT PRICE CUTTER	99.99	7/20/22	235825
61.41240.12170.571.214.0000.0000.00	SOUTH FAIRMONT PRICE CUTTER	42.57	7/20/22	235825
11.00000.12585.591.001.0000.0000.00	SOUTHERN EDUCATIONAL SERVICES	7,626.40	7/26/22	235845
61.92000.12911.591.001.0000.0000.00	SOUTHERN EDUCATIONAL SERVICES	13,037.46	7/26/22	235845
11.00000.12711.532.003.0000.0000.00	SPRINT	80.70	7/20/22	235826
11.00000.11111.651.003.0000.0000.00	TATE COMMUNICATIONS, LLC	3,328.26	7/14/22	235774
11.00000.11111.651.502.0000.0000.00	TATE COMMUNICATIONS, LLC	750.00	7/14/22	235774
11.00000.11111.651.503.0000.0000.00 NEW	TATE COMMUNICATIONS, LLC	3,921.76	7/14/22	235774
11.00000.12611.431.001.0000.0000.00	TATE COMMUNICATIONS, LLC	91.00	7/15/22	235780
11.00000.11111.611.001.0000.0000.00	TATE COMMUNICATIONS, LLC	312.00	7/20/22	235827
11.00000.83332.341.001.0000.0000.00	TINA COWGER	110.30	7/13/22	235768
11.00000.83332.341.001.0000.0000.00	TINA COWGER	516.00	7/13/22	235768
11.00000.12611.812.215.0000.0000.00	TOWN OF WHITE HALL, WV	619.41	7/14/22	235775
11.00000.00183.001.000.0000.0000.00	TRAVELERS CL REMITTANCE CENTER	90,855.00	7/21/22	235831
11.00000.11111.531.001.0000.0000.00	U.S. POSTAL SERVICE	5,000.00	7/12/22	235760
11.00000.12691.341.002.0000.0000.00	WILLIAM J. YOHO, GRI	1,800.00	7/26/22	235846
11.00000.12791.611.003.0000.0000.00	WILLIAM STOUT	600.00	7/13/22	235769
11.00000.12661.341.211.0000.0000.00	WV POLICE RESERVE INC	1,050.00	7/18/22	235799
11.00000.12661.341.304.0000.0000.00	WV POLICE RESERVE INC	1,050.00	7/18/22	235799
11.00000.12661.341.503.0000.0000.00	WV POLICE RESERVE INC	1,680.00	7/18/22	235799
11.00000.11111.341.001.0000.0000.00	WV SUPREME COURT OF APPEALS	3,393.44	7/15/22	235781
61.15110.11111.341.001.0000.0000.00	WV SUPREME COURT OF APPEALS	9,545.51	7/15/22	235781
11.00000.12791.331.003.0000.0000.00	WVAPT	675.00	7/13/22	235770
11.01000.11111.831.001.0000.0000.00	XEROX FINANCIAL SERVICES	643.09	7/26/22	235847
11.01000.11111.831.002.0000.0000.00	XEROX FINANCIAL SERVICES	128.64	7/26/22	235847
11.01000.11111.831.003.0000.0000.00	XEROX FINANCIAL SERVICES	128.64	7/26/22	235847
11.01000.11111.831.101.0000.0000.00	XEROX FINANCIAL SERVICES	385.92	7/26/22	235847

DEFAULT ACCOUNT NUMBER	VENDOR NAME	AMOUNT OF CHECK	CHECK DATE	CHECK NUMBER
11.01000.11111.831.102.0000.0000.00	XEROX FINANCIAL SERVICES	257.28	7/26/22	235847
11.01000.11111.831.205.0000.0000.00	XEROX FINANCIAL SERVICES	385.92	7/26/22	235847
11.01000.11111.831.206.0000.0000.00	XEROX FINANCIAL SERVICES	257.28	7/26/22	235847
11.01000.11111.831.207.0000.0000.00	XEROX FINANCIAL SERVICES	257.28	7/26/22	235847
11.01000.11111.831.209.0000.0000.00	XEROX FINANCIAL SERVICES	257.28	7/26/22	235847
11.01000.11111.831.211.0000.0000.00	XEROX FINANCIAL SERVICES	257.28	7/26/22	235847
11.01000.11111.831.212.0000.0000.00	XEROX FINANCIAL SERVICES	257.28	7/26/22	235847
11.01000.11111.831.214.0000.0000.00	XEROX FINANCIAL SERVICES	257.28	7/26/22	235847
11.01000.11111.831.215.0000.0000.00	XEROX FINANCIAL SERVICES	257.28	7/26/22	235847
11.01000.11111.831.216.0000.0000.00	XEROX FINANCIAL SERVICES	257.28	7/26/22	235847
11.01000.11111.831.302.0000.0000.00	XEROX FINANCIAL SERVICES	257.28	7/26/22	235847
11.01000.11111.831.303.0000.0000.00	XEROX FINANCIAL SERVICES	257.28	7/26/22	235847
11.01000.11111.831.304.0000.0000.00	XEROX FINANCIAL SERVICES	257.28	7/26/22	235847
11.01000.11111.831.306.0000.0000.00	XEROX FINANCIAL SERVICES	257.28	7/26/22	235847
11.01000.11111.831.402.0000.0000.00	XEROX FINANCIAL SERVICES	385.92	7/26/22	235847
11.01000.11111.831.501.0000.0000.00	XEROX FINANCIAL SERVICES	385.92	7/26/22	235847
11.01000.11111.831.502.0000.0000.00	XEROX FINANCIAL SERVICES	514.56	7/26/22	235847
11.01000.11111.831.503.0000.0000.00	XEROX FINANCIAL SERVICES	385.92	7/26/22	235847
11.01000.11111.831.504.0000.0000.00	XEROX FINANCIAL SERVICES	128.64	7/26/22	235847
11.01000.11111.831.701.0000.0000.00	XEROX FINANCIAL SERVICES	257.28	7/26/22	235847
11.01000.11111.831.701.0000.0000.00	XEROX FINANCIAL SERVICES	587.45	7/26/22	235847
11.01000.11111.831.716.0000.0000.00	XEROX FINANCIAL SERVICES	128.64	7/26/22	235847
11.00000.11111.611.001.0000.0000.00	4IMPRINT, INC.	284.08	7/18/22	235783