



# ROC Watch® for Marion County School Board

Initial Cost: \$150,000

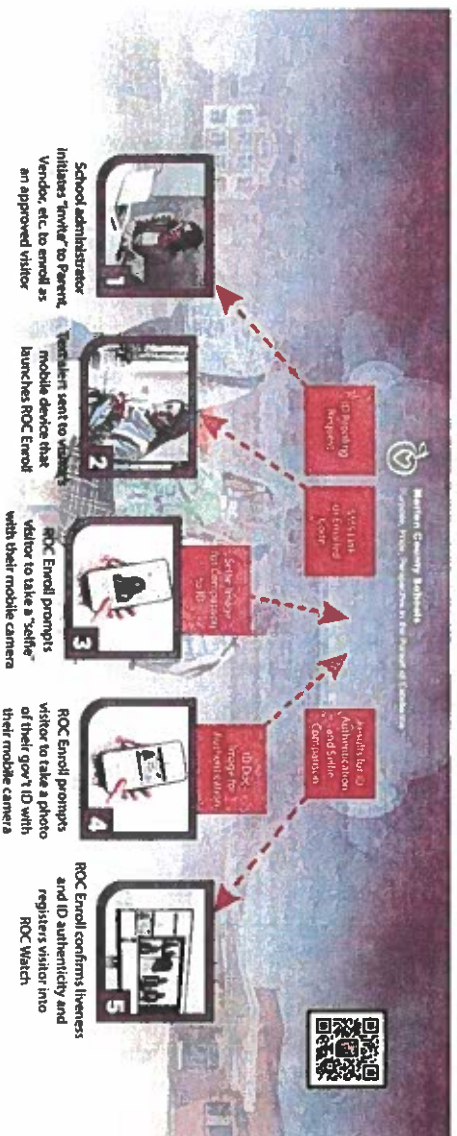
Annual Maintenance Year 2+: \$30,000 (20%)

**Includes:**

- Biometrically Controlled Visitor Management System
- Remote biometric Enrollment for Visitors
- Biometric Watchlist Management
- Support for 84 Camera Streams
- 6 GPU Server (Est Value \$50,000)
- Approximately 65% first adopter discount off list price

**Additionally, as ROC's**

**Center-of-Excellence Partner Marion County School Board will receive expansion of additional services and product roadmap prioritization.**



**Easily Tailor Enrollment QR Codes**

- Deploy 3rd Party Background Checks**
- FBI Criminal History Check
  - NCIC Inquiry
  - DMV Check
  - Manual Vetting

**Color-coded Situational Awareness Alerts**

ROC Enroll Powered by Rank One Computing in Partnership with CST



# THRASHER

ARCHITECTURE • ENGINEERING • FIELD SERVICES

6-21015

**The Thrasher Group Inc.**  
**600 White Oaks Blvd**  
**Bridgeport, WV 26330**

Marion County Board of Education  
 1516 MARY LOU RETTON DRIVE  
 FAIRMONT, WV 26554

August 23, 2022  
 Project No: T60-11005.00  
 Invoice No: 1024359

**Invoice Total \$128,440.00**

Project T60-11005.00  
 Fee

Marion County Schools HVAC Renovations

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
<b>North Marion HS HVAC</b>					
Design Development	37,050.00	100.00	37,050.00	0.00	37,050.00
Construction Documetns	61,750.00	100.00	61,750.00	0.00	61,750.00
Procurement	37,050.00	80.00	29,640.00	0.00	29,640.00
Construction	111,150.00	0.00	0.00	0.00	0.00
<b>Total North Marion HS HVAC</b>	<b>247,000.00</b>		<b>128,440.00</b>	<b>0.00</b>	<b>128,440.00</b>
<b>Total Fee</b>	<b>247,000.00</b>		<b>128,440.00</b>	<b>0.00</b>	<b>128,440.00</b>
	<b>Total Fee</b>				<b>128,440.00</b>
			<b>Total this Invoice</b>		<b><u>\$128,440.00</u></b>

Project Manager CRAIG BAKER

June 24, 2022

Marion County Board of Education  
Dr. Donna Hage  
1516 Mary Lou Retton Drive  
Fairmont, WV 26554

VIA E-mail: dhage@k12.wv.us

**RE:** Mannington Middle School  
Survey, Geotechnical Investigation, Structural Evaluation

Dear Dr. Hage

The Thrasher Group, Inc. (TTG) is pleased to provide a proposal for consulting services related to the above-mentioned project ("Proposal"). The following details our Proposal for the Project Understanding, Scope of Work, Clarifications, Schedule, and Proposed Fees.

#### **A. PROJECT UNDERSTANDING:**

Based upon the visual inspection of the school it is apparent that the front porch structure is experiencing a structural failure. In order to determine the cause of this failure and ultimately a solution it is necessary to perform some investigational processes. TTG proposes to survey the site with a 3D scanner to create a 3D model of the damaged portion of the structure. In addition to the survey we will perform a subsurface geotechnical investigation to gather information on the underlying soils. This information will be presented to a structural engineer to perform a structural forensic analysis of the structure to try and determine the characteristics of the failure and possible solutions to fix it.

#### **B. SCOPE OF SERVICES:**

##### **TASK 1: Field Survey and 3D scan**

- » TTG will establish onsite control to calibrate the survey. A 3D scan will then be completed on the structure and this data will be used to create a 3D computer model. This model will be sent to Allegheny Design Services (ADS) for evaluation. ADS will evaluate the condition of the structure at this time. TTG will return to the site 6 months later and perform the scan again. This second scan will then be compared to the original scan to help determine the characteristic and possible cause of the failure.

##### **TASK 2: Subsurface Geotechnical Evaluation**

- » TTG will sub consult with NGE to perform a subsurface geotechnical investigation of the soils beneath the structure. NGE is proposing to drill 4 test borings near the existing structure. These borings will extend to auger refusal and soil samples will be taken at 2.5 ft. intervals. Upon completion all borings in the paved area will be reclaimed and patched with cold patch asphalt.

##### **TASK 3: Structural Evaluation**

- » TTG will sub consult with Allegheny Design Services (ADS) to perform the structural evaluation of the structure. TTG will provide ADS with the 3D scan and the subsurface investigation as part of this evaluation. ADS will

evaluate the results from the soil samples and the 3D scan to create a base line condition at this point. ADS proposes to complete a second scan of the structure 6 months following the first to create a comparison of the conditions. This will aid them in determining both the characteristics and cause of the failure. Based upon all these evaluations ADS will then provide a report of findings and possible solutions to repair the structure.

**C. SCHEDULE:**

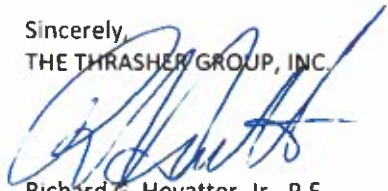
TTG is prepared to begin the field survey within one week of authorization to proceed. TTG will also contact NGE upon authorization to proceed and anticipates having them mobilized to the site within 2 weeks to perform the subsurface investigation. The drilling will take approximately 3 days to complete, and their report should be delivered to TTG within 3 weeks. TTG will provide the scan and soils report to ADS upon completion.

**D. PROPOSED FEES:**

Task 1:	\$ 7,000 Lump Sum
Task 2:	\$14,000 Lump Sum
Task 3:	<u>\$ 8,500 Lump Sum</u>
Total	\$29,500 Lump Sum

If you have any questions or need additional information, please contact me at 304-669-6992 If this proposal is acceptable, please sign below and return a copy to my attention.

Sincerely,  
THE THRASHER GROUP, INC.



Richard G. Hovatter, Jr., P.E.  
Senior Project Manager

**ACCEPTANCE:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the below signed and thereby accepts and agrees to this Proposal, and the Terms and Conditions attached hereto are incorporated herein by reference as if fully set forth herein, from The Thrasher Group, Inc. **By signing below, you are creating a valid and binding contract between The Thrasher Group, Inc. and Marion County BOE. upon the terms and conditions of this Proposal and the Terms and Conditions attached hereto and made a part hereof.**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

## TERMS AND CONDITIONS

The terms and conditions set forth below "Terms and Conditions" are part of the Proposal which these are attached thereto and are included in said Proposal as if fully restated therein. The services set forth in the Proposal ("Services") shall be performed pursuant to the Offer to Perform Services, as defined herein.

**Parties:** "Thrasher" means The Thrasher Group, Inc. "Client" means Marion County BOE and your successions or assigns.

**Generally:** These Terms and Conditions govern the parties' duties, obligations, and relationship with respect to the Proposal submitted by Thrasher to Client for the Services described in the Proposal. These Terms and Conditions apply in addition to any and all descriptions, specifications, prices, terms, covenants, conditions, or other items set forth in the Proposal itself (as used herein, the term "Offer to Perform Services" shall refer to, collectively, these Terms and Conditions and the Proposal).

This Offer to Perform Services constitutes an offer by Thrasher to provide the Services set forth in the Proposal to Client upon the terms and conditions contained in the Proposal and these Terms and Conditions. Client's acceptance of this offer is limited to this Offer to Perform Services. Thrasher expressly rejects any additional, different or varying terms proposed by Client.

**This Offer to Perform Services constitutes the final written expression of the terms between Thrasher and Client regarding the Services and is the complete and exclusive statement of those terms. Any terms, conditions, negotiations or understandings between the parties that are not contained herein shall have no force or effect unless in writing and signed by Thrasher, expressly stating in writing Thrasher's intent to modify this Offer to Perform Services. Said writing modifying the Offer to Perform Services must be signed by Thrasher to be effective.**

**Modification.** Any modification, alteration or deviation from the terms and conditions set forth in the Offer to Perform Services may involve extra costs, and such costs will become a charge over and above the amount set forth in the Offer to Perform Services. A written change order is the proper manner in which to alter the terms of this Offer to Perform Services between the parties. However, it is understood that written change orders are not always completed. Client shall be responsible for paying the additional cost of such change orders regardless of whether they are made in writing.

**Period of Performance:** Services provided under this Offer to Perform Services are proposed to be completed within a reasonable amount of time from execution of this Offer to Perform Services by Client unless a separate schedule is attached. Thrasher shall be the sole determiner of what is a reasonable amount of time to perform the Services.

**Payment:** Client will be billed no less frequently than monthly, but may be billed bi-weekly, for Services provided under Offer to Perform Services. Invoices shall be paid within thirty (30) days of the date of the invoice. Client agrees to pay a 1.5% per month interest after thirty (30) days from the date of the invoice. Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within seven (7) days of the date of the invoice. If Client fails to raise any questions or issues regarding any invoiced items within fourteen (14) days of the date of the invoice, the invoice is deemed approved by the Client in all respects and Client forfeits any right to dispute the invoice or any charge thereon.

In the event of nonpayment of the account within thirty (30) days after the invoice date, Thrasher shall have the right, but not the obligation, to suspend all Services immediately until the account is paid in full. Thrasher may, after giving one days written notice to Client, suspend services under the terms of the Offer to Perform Services until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Thrasher for any such suspension taken in accordance with this paragraph. A notice of suspension, pursuant to this provision, shall be sufficient if sent via email.

In the event an account is greater than sixty (60) days past due, then Thrasher has the right, but not the obligation, to terminate all Services set forth in the Offer to Perform Services and pursue any and all legal methods of collection. Nothing in this provision shall be deemed to limit or exclude any right that Thrasher has, or may have, against Client.

**Existing Information and Subsurface Conditions:** Client will provide Thrasher with all information Client has, or can reasonably obtain, concerning the Project, including subsurface conditions and the location of subsurface or hidden pipes, utilities or structures, all upon which



Thrasher can rely. If the subsurface conditions are different than Thrasher expects the subsurface conditions to be, Thrasher may charge additional costs, fees, expenses and other amounts incurred by Thrasher to be able to perform the Services.

**Limitations on Liability:** Thrasher's liability, and the liability of Thrasher's employees, shareholders, directors, officers, board members, subcontractors, and sub-subcontractors to the Client for damages arising from Services provided or from the Offer to Perform Services shall be limited for any and all claims, losses, costs, damages, and expenses including attorney's fees and cost for expert witness fees to the Thrasher's total fee for Services received under this Offer to Perform Services.

**Insurance:** Thrasher shall maintain claims made professional liability insurance, general liability, automobile liability, and workers compensation insurance. Client has, or will purchase, property insurance sufficient to protect any property in which Client has an insurable interest. Client and Thrasher waive any claims against each other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims.

Unless otherwise set forth specifically in the Offer to Perform Services, Thrasher shall maintain the following types and amounts of insurance, at a minimum, during the performance of the Services and shall provide certificates of insurance evidencing its coverage, prior to starting the performance of Services, if requested in writing from Client.

- (a) Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage;
- (b) Comprehensive General Liability Insurance with annual aggregate limits of \$1,000,000;
- (c) Automobile Liability Insurance with annual aggregate limits of \$1,000,000;
- (d) Professional Liability Insurance with limits of \$1,000,000 per claim and in the aggregate on a claims-made basis;

**Mediation:** Prior to any litigation, arbitration or other proceeding, Client and Thrasher shall attempt to mediate any dispute arising from services provided under this Offer to Perform Services. The American Arbitration Association will conduct the mediation, unless otherwise agreed. Client and Thrasher will equally share all fees and costs of mediation.

**Suspension:** Thrasher may suspend performing Services under this Offer to Perform Services for any reason or no reason upon seven (7) days written notice, or may suspend performing Services under this Offer to Perform Services for cause (including but not limited to any breach or violation of the Offer to Perform Services by Client) with no notice. Client shall remain responsible and be required to pay all fees earned by Thrasher up to the suspension of Services by Thrasher, plus any amount incurred by Thrasher in performing Services, in preparing to perform Services, and in orderly suspending of Services.

**Termination:** Client or Thrasher may terminate this Offer to Perform Services for convenience by giving fourteen (14) days written notice, or may terminate this Offer to Perform Services for cause by giving seven (7) days written notice. If this Offer to Perform Services is terminated by Client, Client shall pay Thrasher, in addition to any and all compensation due under this Offer to Perform Services, any amount incurred by Thrasher in performing Services, in preparing to perform Services, and in orderly terminating Services.

**Full and Final Agreement:** This Offer to Perform Services is the full and final agreement between Client and Thrasher, supersedes any prior agreements, and may not be modified except by in writing executed by both Client and Thrasher, except to the extent the Modification section of these Terms and Conditions is applicable. Should no action be taken by Client within ninety (90) days of the date of submission, this Offer to Perform Services shall be considered null and void.

**Attorney's Fees and Costs:** In the event Thrasher is required to hire legal counsel to enforce any of the terms or conditions of this Offer to Perform Services, it shall be entitled to recover reasonable and necessary attorney's fees and litigation expenses (whether or not litigation is actually commenced) associated with the enforcement of this Offer to Perform Services.

**Indemnification:** Subject to limitations of liability set forth in the Limitations on Liability section, Thrasher agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage or liability to the extent caused by Thrasher's negligent acts, errors, or omissions in the performance of professional services under this Offer to Perform Services.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Thrasher harmless from damage or liability to the extent

caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors, or consultants or anyone for whom the Client is legally liable and arising from the Project that is the subject of this Offer to Perform Services.

Neither Party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

The limitation, indemnification and waiver obligations under this Indemnification section shall survive termination or expiration of this Offer to Perform Services.

**Standard of Care:** Thrasher shall provide its' Services pursuant to the Offer to Perform Services in accordance with current, accepted professional standards, appropriate for the size, complexity, schedule and other characteristics of the Project in the jurisdiction where the Project is located ("Standard of Care"). Regardless of any other term or condition of this Offer to Perform Services, Thrasher makes no express or implied warranty of any type, kind or nature. All warranties including warranty or merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

**Acceptance:** Upon reviewing this Offer to Perform Services, should Client find all matters satisfactory, this Offer to Perform Services shall be considered a binding contract which shall be signed by authorized representatives of Client and Thrasher. Signing and returning this Offer to Perform Services creates a valid and binding contract and shall be considered as a authorization to proceed for Thrasher to commence work on the Project and constitutes acceptance of all terms, covenants, conditions, obligations and requirements contained in the Offer to Perform Services without modification, addition, or deletion. Further, Client shall be deemed to have made an unqualified acceptance of this Offer to Perform Services upon their earliest of:

- (a) Thrasher's receipt of this Offer to Perform Services, signed by Client; or
- (b) any other event constituting acceptance under applicable law.

**Independent Contractor:** Thrasher is and shall remain an independent contractor and neither Thrasher nor any of its employees or agents shall be considered an employee of Client and vice versa.

**Force Majeure:** Thrasher shall not be responsible for default hereunder where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, pandemics, insurrection, riot, flood, earthquake, fire, labor disturbance, operation of statutes, laws, rules or rulings of any court or government, or any other cause beyond Thrasher's control.

**Notice:** Each notice, request, demand, or other communication ("Notice") by either party to the other pursuant to the Offer to Perform Services shall be in writing, and, except for routine documentation and correspondence, shall be (a) personally delivered; (b) sent by an overnight commercial courier, charges prepaid; or (c) sent by email (but such electronic communication must be either (i) acknowledged by the recipient (a read receipt received by the sender is sufficient acknowledgment); or (ii) confirmed by sending a copy thereof to the other party by overnight commercial courier no later than the following business day), addressed to the principal office of the receiving party (attention: President or the Project Manager of the Project) set forth on the Offer to Perform Services or to such other address as such party shall have communicated to the other party in accordance with this section. Any Notice shall be deemed to have been given when personally delivered, on the first business day after sending when sent by facsimile or email (or when acknowledged by the recipient if sooner), or on the first business day following the date of sending by overnight commercial courier.

**Survival:** All obligations prior to the termination of the Offer to Perform Services and all provisions of the Offer to Perform Services allocating responsibility or liability between Thrasher and Client shall survive termination of the Offer to Perform Services.

**Remedies Cumulative:** Thrasher's remedies specified herein are cumulative and not exclusive of any other remedies available to Thrasher at law or equity. The unenforceability or invalidity of any provision of this Offer to Perform Services shall not affect the validity and enforceability of the remainder of this Offer to Perform Services. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Offer to Perform Services or to exercise any right or remedy as provided in this Offer to Perform Services shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof.

**Valid Contract Upon Signing:** The terms and conditions in this Offer to Perform Services are the complete agreement between Thrasher and the Client and upon the signing of the Proposal portion of this Offer to Perform Services by Thrasher and Client, the parties have entered into a valid and binding contract which shall be controlled by this Offer to Perform Services.

**Hazardous Materials.**

- a) If Thrasher encounters hazardous materials, or pollutants in the performance of the Services that pose unanticipated risks, the Proposal and Thrasher's compensation and time of performance will be reconsidered and this Offer to Perform Services shall immediately become subject to renegotiation or termination, at Thrasher's option. If this Offer to Perform Services is so terminated, Client shall pay Thrasher for its fees and charges incurred to the date of such termination, including, if applicable, any additional costs, fees, expenses, or charges incurred in demobilizing.
- b) Unless specifically listed in the Proposal, the Services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCB'S), radon gas, or any airborne pollutants and all other hazardous materials.
- c) If samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Thrasher shall, after completion of testing, return such samples or materials to Client, who shall be responsible for properly disposing of such samples and materials in accordance with applicable laws, at its own cost. Client recognizes and agrees that Thrasher will at no time assume the ownership or control of such substances, waste, materials, or constituents.
- d) Client acknowledges that, prior to commencing the Services, Thrasher has had no role in generating, treating, storing, transporting or disposing of waste materials which may be present at the site and Thrasher has not benefited from the processes that produced any such waste materials. It is understood and agreed that Thrasher is not and has no responsibility as a generator or operator, or as a storage, treatment, transport or disposal facility (as those terms are defined by the Resource Conservation and Recovery Act, as amended, or any state statute or regulation) for substances or wastes found or identified at the site. The Services shall not include directly or indirectly arranging for the treatment, storage, transport or disposal of waste materials or pollutants, on or offsite.
- e) Thrasher shall not directly or indirectly assume title to, ownership of, or responsibility for such substances or wastes. Client shall indemnify, defend and hold harmless Thrasher for and against all claims and liabilities arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes).

**Client Responsibilities.** Client, at its own expense, shall:

- a) Provide Thrasher with all criteria and information necessary for Thrasher to comply with the Services and Offer to Perform Services, as the same may be amended or modified from time to time, and any requirements of the Project;
- b) Provide Thrasher all information, documents and assistance necessary or reasonably requested by Thrasher to enable performance of the Services in a timely manner, all which Thrasher shall be entitled to rely upon without independent verification;
- c) Make decisions, provide approvals and obtain all necessary authorizations, licenses and permits required to permit the timely performance of the Services;
- d) Notify Thrasher if Client becomes aware of any matter that may change the scope, timing, order or complexity of the Services;
- e) Act reasonably, professionally and in good faith in all respects in connection with this Agreement;
- f) Furnish Thrasher with copies of all existing data, reports, surveys, plans and other materials and information, within Client's possession required for the Project or the performance of the Services, all which Thrasher may use and rely upon in performing the Services;
- g) Arrange for access to and make all provisions for Thrasher to enter upon public and private property as required for Thrasher to perform the Services;
- h) Describe the activities which were conducted at the site by Client or by any person or entity which would relate to the Project and identify by name, quantity, location and date any releases of hazardous substances or pollutants, if any;
- i) Provide prompt notice to Thrasher whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of the Services or any alleged defect in the Services;



- j) Designate an individual or individuals to act as Client's representative(s) with respect to the Services who shall each have complete authority to transmit instructions, receive information and interpret and define Client's requirements, decisions, policies, drawings, plans, surveys, data, and reports;
- k) Assume responsibility for personal injuries and property damage caused by Thrasher's interference with subterranean structures such as pipes, tanks and utility lines that are not disclosed to or are not accurately disclosed to Thrasher by Client in advance of commencement of the Services; and
- l) To the extent required by law, report promptly all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.

**Waiver.** Client waives any and all claims against Thrasher for incidental special, indirect or consequential damages of any nature whatsoever, including but not limited to loss of use, lost profits, economic loss, delay, liquidated damages or business interruption type damages arising out of or in any way related to the services or work, from any cause or causes, including but not limited to joint and several liability or strict liability and whether arising in contract, warranty, tort, negligence (including strict liability) or otherwise and no matter how claimed, computed or characterized. Both Client and Thrasher waive the right to trial by jury in any legal proceedings relating to this Agreement.

**Confidentiality.** Each Party will keep confidential all confidential information disclosed to it by the other party; provided that either Party may disclose confidential information to those persons who need to know such information for purposes that relate to the performance of the Services. Except as specifically provided herein, neither Party will acquire any right, title, or interest in or to the confidential information of the other Party.

**Exclusivity.** Information, work product, reports or deliverables provided by Thrasher to Client in any form in connection with the Services is provided solely for Client's own use and for the purpose for which the Services were engaged.

**Governing Law, Jurisdiction, and Venue.** This Offer to Perform Services will be interpreted and construed in accordance with the internal laws of the State of West Virginia without giving effect to its principles of conflicts of laws. Any suit or action regarding this Offer to Perform Services shall be heard in Harrison County, West Virginia, in either the State or Federal Court located therein. The Client hereby waives any claim to forum non conveniens, or any similar claim or assertion. Client agrees that the locations and courts set forth herein are not a forum non conveniens for the Client and this provision is reasonable in all respects.

#### USE OF DOCUMENTS:

- a) All documents are instruments of service, and Thrasher shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Thrasher) whether or not the Project is completed.
- b) If Thrasher is required to prepare or furnish drawings or specifications under this Offer to Perform Services, Thrasher shall deliver to Client at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- c) Client may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. Thrasher grants Client a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Thrasher of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Thrasher, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Thrasher; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Thrasher, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Thrasher or to its officers, directors, members, partners, agents, employees, and consultants; (3) Client shall indemnify and hold harmless Thrasher and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents

without written verification, completion, or adaptation by Thrasher; and (4) such limited license to Client shall not create any rights in third parties, provided, however, that in the event of any assignment for the benefit of Client's construction lender, such lender or successor shall be entitled to assume Client's license to such documents subject to the other terms and conditions contained in this Section.

- d) If Thrasher at Client's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Client shall compensate Thrasher at rates or in an amount to be agreed upon by Client and Thrasher.

**ELECTRONIC TRANSMITTALS:**

- a) Client and Thrasher may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreed protocol.
- b) If this Offer to Perform Services does not establish protocols for electronic or digital transmittals, then Client and Thrasher shall jointly develop such protocols.
- c) When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

**Sales or Use Taxes.** If any governmental entity, has already done so or does so in the future, takes a legislative action that imposes sales tax, additional sales or use taxes on Thrasher's services or compensation under this Offer to Perform Services or any related, associated or other services of any type, then Thrasher may invoice such additional sales or uses taxes for reimbursement by Client. Client shall reimburse Thrasher for the cost of such invoiced additional sales or use taxes, such reimbursement shall be in addition to the compensation to which Thrasher is entitled under this Offer to Perform Services.

Hess Construction – Monongah Middle School Outdoor Classroom Excavation and Concrete Pad

The Superintendent recommends approval to award the outdoor classroom space excavation and concrete prep work at Monongah Middle School to Hess Construction in the amount of \$20,000.

Funding: MCPARC Grant \$5,000, Antero Resources Grant \$10,000, School Improvement Funds \$5,000

Other Bids: Blue Gold Development \$21,300, Elwood Construction LLC \$26,500

**Scott Reider**

6-2100

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**From:** Brad Harker  
**Sent:** Thursday, August 18, 2022 3:41 PM  
**To:** Scott Reider  
**Subject:** Outdoor Classroom Bids  
**Attachments:** Bids\_8-18-22.pdf

Mr. Reider,

Please see the attached outdoor classroom bids for Monongah Middle School. I believe the Hess brothers have the lowest bid of \$20,000. They are local so that would be great if they win the bidding process. Please let me know how to proceed from here. Thank you!

With Lion Pride,  
Mr. Brad Harker  
Monongah Middle Principal

**Scott Reider**

6-21

**From:** Brad Harker  
**Sent:** Monday, August 29, 2022 11:40 AM  
**To:** Scott Reider  
**Subject:** Project Funding

Mr. Reider,

Please see the funding information for our upcoming project with Hess Construction. I believe I'll apply for a "P Card", please let me know what to do.

\$20,000

Parks & Rec Grant	\$5,000
Capital Improvement Funds	\$5,000
Antero Resources Grant	\$10,000

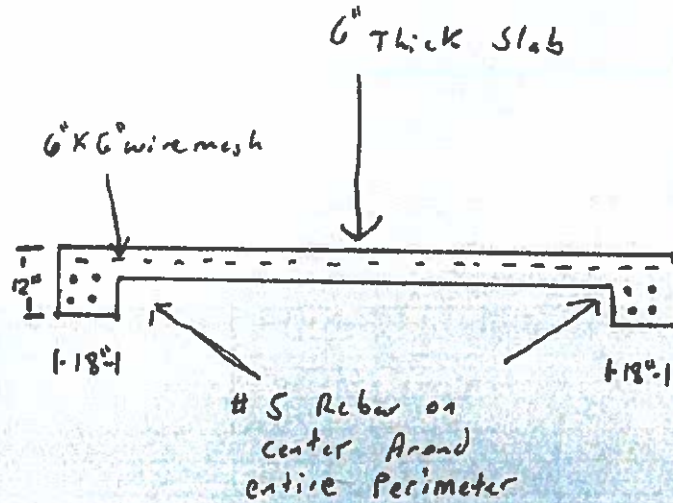
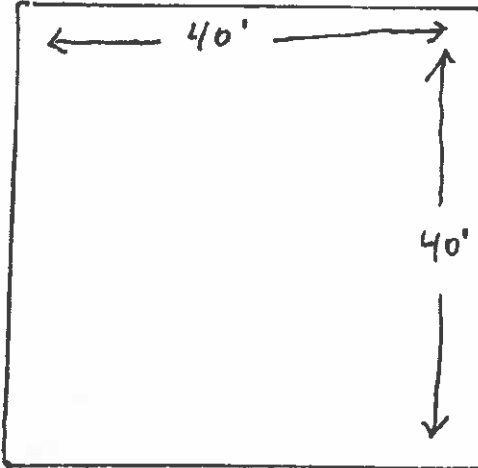
Thank you!

With Lion Pride,  
Mr. Brad Harker  
Monongah Middle Principal





DATE - 3/15/22



- All concrete to be 4000PSI
- \*with Air
- \*with Fiber
- \*with Wire Mesh
- \*with Rebar on outside of perimeter
- \*Monolithic pour
- \*with Light Broom finish
- \*Placed on 6" of clean stone subbase

Please contact us if you have any questions. We look forward to your response.

STEPHEN J. TOTH  
 ANDREW D FURBEE  
 GENERAL CONTRACTORS

\$ 21,300<sup>00</sup>

304 244-9036

STOTH@BLUEGOLDDVELOPMENTLLC.COM

WWW.BLUEGOLDDVELOPMENTLLC.COM

ANTHER LICK RUN RD. RIVESVILLE, WV 26588

Sent from my iPhone

**Elwood Construction LLC**

3134 Morgans Run Rd  
West Union, WV 26456 US  
+1 3048318303  
mk.johne@yashoo.com

06-2108



Elwood Construction LLC

Estimate

ADDRESS

Monogah Middle school

ESTIMATE

313

DATE

06/13/2022

EXPIRATION DATE

06/13/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Installing concrete	Providing and installation of concrete.	40	500.00	20,000.00T
Prepping site and installing gravel	Digging up old post and grading ground for concrete pads.	40	125.00	5,000.00T
SUBTOTAL				25,000.00
TAX				1,500.00
TOTAL				<b>\$26,500.00</b>

Accepted By:

Accepted Date:



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# Memorandum of Understanding

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## Memorandum of Understanding

Between

UPSHUR COUNTY BOARD OF EDUCATION

and

BARBOUR COUNTY BOARD OF EDUCATION  
DODDRIDGE COUNTY BOARD OF EDUCATION  
HARRISON COUNTY BOARD OF EDUCATION  
LEWIS COUNTY BOARD OF EDUCATION  
MARION COUNTY BOARD OF EDUCATION  
MONONGALIA COUNTY BOARD OF EDUCATION  
PRESTON COUNTY BOARD OF EDUCATION  
RANDOLPH COUNTY BOARD OF EDUCATION  
TAYLOR COUNTY BOARD OF EDUCATION

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Upshur County Board of Education and the Barbour, Doddridge, Harrison, Lewis, Marion, Monongalia, Preston, Randolph and Taylor County Boards of Education to employ an Orientation and Mobility (O&M) Specialist and provide Orientation and Mobility Services to qualifying students beginning on 01 July 2022 and ending on 30 June 2023.

### Background

This partnership will provide a continuing and efficient means of ensuring qualifying visually impaired students receive orientation and mobility services as mandated in WVBE Policy 2419.

### Purpose

This MOU will allow the above mentioned Boards of Education to provide Orientation and Mobility Services in an economically and organized manner to ensure qualifying students' Orientation and Mobility needs are being addressed to enable them to function successfully in schools and communities.

### Guidelines

This will be accomplished by undertaking the following activities:

1. The Upshur County Board of Education will employ an Orientation and Mobility Specialist based on the following:
  - a. Certification/Licensure as mandated by West Virginia Board of Education Policy 5202.
  - b. West Virginia Department of Education Professional Salary Schedule.
  - c. The Orientation and Mobility Specialist will receive a supplement of \$18,600.
  - d. An employment term of 200 days.
  - e. Insurance benefits provided to Upshur County Schools' employees.
  - f. Mileage will be reimbursed by each individual Board of Education in accordance to services rendered by the Orientation and Mobility Specialist based upon the federal rate.
2. Operate under the Upshur County Schools' Calendar.
3. Orientation and Mobility Services will be provided to each participating Board of Education based on student needs.
4. Participating Boards of Education will receive services as determined by the current caseload, 2022 April, and the number of days anticipated to address the Orientation and Mobility needs of each

Board of Education, effective for the 2022 – 2023 school year. This will be adjusted yearly based on students' needs no later than 01 April of each year.

5. Participating Boards of Education shall be responsible for the salary, supplement, and insurance benefits proportional to the number of days scheduled based on a 200-day contract.
6. Boards of Education shall have the right to maintain the number of days contracted and have the right to transfer days to other participating Boards of Education with the understanding that costs related to any exchange will be adjusted accordingly.
7. If participating Boards of Education agree to the transfer of days within their allotment and conflicts/disagreements arise with another Board of Education, the county of origin shall be responsible for that portion of their funding. Upshur County Schools will not arbitrate disagreements between Boards of Education.
8. Boards of Education will receive Orientation and Mobility services as reflected in the following chart:

County	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter	Total
Barbour	1.25	1.25	1.25	1.25	5
Doddridge	0	0	0	0	None Scheduled
Harrison	14.25	14.25	14.25	14.25	57
Lewis	3.75	3.75	3.75	3.75	15
Marion	2.5	2.5	2.5	2.5	10
Monongalia	15	15	15	15	60
Preston	3.75	3.75	3.75	3.75	15
Randolph	.75	.75	.75	.75	3
Taylor	0	0	0	0	None Scheduled
Upshur	3.75	3.75	3.75	3.75	15

9. Participating Boards of Education shall reimburse Upshur County Schools quarterly (as per the 200-day school calendar) for their portion of Orientation and Mobility services as outlined in this MOU. Reimbursements shall be provided within 30 days of receiving an invoice.
10. Workers Compensation coverage will be provided by Upshur County Board of Education as the employing county.
11. Evaluations: Evaluations, as per West Virginia Board of Education Policy 5310, will be completed by the Director of Special Education of Upshur County Schools with input from the participating Boards of Education.

#### **Duration**

This MOU shall become effective upon signature by the authorized officials from the Barbour, Doddridge, Harrison, Lewis, Marion, Monongalia, Preston, Randolph, Taylor, and Upshur County Boards of Education and will remain in effect for the entire term of the MOU. This MOU may be modified by mutual consent of all authorized officials from Barbour, Doddridge, Harrison, Lewis, Marion, Monongalia, Preston, Randolph, Taylor, and Upshur County Boards of Education. This MOU shall become effective upon signature by the authorized officials from the Barbour, Doddridge, Harrison, Lewis, Marion, Monongalia, Preston, Randolph, Taylor, and Upshur County Boards of Education and will remain in effect for the entire term of the MOU. This MOU will be reviewed no later than 01 February of each year and renewed on an annual basis no later than 01 April of each year.

This agreement entered into this **15th day of June, 2022**, by and between the Upshur County Board of Education and the following Boards of Education shall become effective on the **1<sup>st</sup> day of July, 2022** and end on the **30<sup>th</sup> day of June, 2023**.





2. During operation of the program, EFMS shall undertake the following responsibilities/activities:

- A. Designate one employee and student to serve on the Flipside Advisory Council, which will meet quarterly to determine if the needs of participating students are being met and to advise Flipside staff on how to strengthen the program.
- B. Offer professional development opportunities to Flipside staff and members as appropriate
- C. Cooperate with TVUW and Flipside Staff in aligning and specializing services to meet the needs of EFMS students attending the program
- D. Provide a space for Flipside to operate and implement programming during out-of-school time
- E. Develop a plan for janitorial services for the program
- F. Adhere to federal and state regulations that govern AmeriCorps
- G. EFMS or its partners may not terminate or suspend AmeriCorps members or Flipside Staff. The Program Director is the sole entity that can terminate or suspend members or program staff. If EFMS has a desire to terminate or suspend a member for any reason, the Program Director should be contacted to discuss the circumstances and next steps.

**IV. Timeline and Program Conclusion Date**

Flipside will begin on **September 12<sup>th</sup>, 2022** and operate between the hours of 2:30-6pm Monday-Friday following the Marion County School Calendar. Flipside will not meet on Early Release days, School Holidays, or Weather-Related Cancellation Days. Flipside will conclude **May 26<sup>th</sup>, 2023**.

**V. It is Mutually Understood By and Agreed Between the Parties That:**

- A. The Term of this Memorandum of Understanding shall commence no earlier than August 1, 2022 and continue through July 31, 2023. This MOU may be reviewed by parties annually.
- B. This agreement contains all terms and conditions agreed upon by the parties regarding the subject matter of this agreement and supersedes any prior agreement, written or oral, and all other communications between parties relating to the Flipside Afterschool Program.

**VI. FUNDING SOURCE/AmeriCorps Agreement**

- A. Funding Source
  - a. The funding source for the AmeriCorps member positions provided to EFMS is a grant from the Corporation for National and Community Service (AmeriCorps or Corporation), [Code of Federal Domestic Assistance (CFDA) 94.006] for the Flipside AmeriCorps Program. EFMS shall comply with the requirements, conditions, and rules of the Corporation, Flipside AmeriCorps and any other public or private entity having authority over the funds or the grant.
- B. AmeriCorps Members

Flipside AmeriCorps Program assigns the following AmeriCorps member position(s) to EFMS: 1 full time Program Liaison (1700 hours) to serve 40 hours a week during the school day and 3 reduced half time Program Assistants (675 hours) to serve the Afterschool Program

This Memorandum of Understanding may be terminated by either party in sixty (60) days of giving notice of intention to terminate the agreement.



**VII. Hold Harmless/Indemnification:**

- A. TVUW agrees to indemnify, defend, and hold harmless EFMS from and against all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident or injury caused to any person or property, because of the active negligence of TVUW. It is understood that such indemnity shall survive the termination of this Agreement.
- B. EFMS agrees to indemnify, defend, and hold harmless TVUW from and against all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident or injury caused to any person or property, because of the active negligence of EFMS. It is understood that such indemnity shall survive the termination of this Agreement.
- C. As part of, but without limiting the hold harmless covenant, TVUW shall, during the term of this Agreement, carry a comprehensive general liability or property damage insurance in the amount of ONE MILLION DOLLARS (\$1,000,000). EFMS shall be named as additional named insured in said policy. A certificate of said insurance shall be filed with EFMS before commencement by Flipside of performance under this MOU. Said insurance shall contain a clause prohibiting cancellation without ten (10) days' advance notice to EFMS. A certificate of insurance showing compliance with these requirements shall be filed with East Fairmont Middle School and the Marion County Board of Education.

**VIII. Independent Contractor Status**

The parties hereto agree that the relationship created by this Agreement is that of independent contractors. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage, and other benefits of any kind, as required by law, for its own employees.

**IX. Background Checks**

TVUW shall conduct criminal background checks of its employees and members and, upon receipt of those checks, certify that no employee or member working with students has been convicted of a violent or serious felony as defined by statute. TVUW shall not permit any employee or member to have any such contact with a student of EFMS until such certification has been received by EFMS. TVUW shall supply EFMS with a list of names of those employees and members who are cleared to be employed at Flipside.

**X. Approvals**

\_\_\_\_\_  
TVUW/Date

\_\_\_\_\_  
EFMS Principal/Date

\_\_\_\_\_  
Marion Co. Superintendent/Date



## Memorandum of Understanding for the 2022-2023 School Year

This document constitutes a Memorandum of Understanding (MOU) between **The Tygart Valley United Way's (TVUW)** Flipside Afterschool Program and **West Fairmont Middle School (WFMS)** regarding the Flipside AmeriCorps Program.

### I. Purpose & Scope

The purpose of this MOU is to formalize the understanding between both parties for the purpose of creating a partnership to provide Afterschool opportunities to WFMS students by focusing on Social and Emotional Engagement, Academic Engagement, Healthy Living, and Positive Life Skills. This MOU also will clearly identify the roles and responsibilities of each party, as they relate to the implementation of the Flipside AmeriCorps Program.

### II. Program Responsibilities Under This MOU

1. Prior to the onset of the program, TVUW shall undertake the following responsibilities/activities:

- A. Develop a program curriculum that builds on traditional school curriculum and supports in-school learning
- B. Send information to all guardians of registered participants to explain the program and calendar
- C. Provide administration with a list of all participants
- D. Recruit all AmeriCorps members, Flipside staff, and volunteers
- E. Provide AmeriCorps members names and information to the administration
- F. Train AmeriCorps members and volunteers in their respective programmatic roles

2. During operation of the program, TVUW shall undertake the following responsibilities/activities:

- A. Train the Site Coordinator regarding AmeriCorps information
- B. Deliver program content to participants in person and on school grounds
- C. Support AmeriCorps members and volunteers with ongoing training
- D. Provide feedback and communication with the Site Coordinator and AmeriCorps members
- E. Maintain communication with participants' parents about all program activities and student progress
- F. Provide school administration and all involved parties with a monthly update of program activities

3. After the conclusion of the 22-23 school year, TVUW shall undertake the following responsibilities/activities:

- A. Work with the school liaison and AmeriCorps members to evaluate the program success, weaknesses, opportunities and feedback from school administration, parents, and student participants.
- B. Report evaluation findings to school administration and AmeriCorps

### III. School Site Responsibilities Under this MOU

1. Prior to the onset of the program, WFMS shall undertake the following responsibilities/activities

- A. Provide a direct contact person to be considered a school liaison.



- B. Provide the Flipside Program Director with all original and revised school calendars
- C. Prominently place AmeriCorps signage in the school
- D. Adhere to the federal and state regulations that govern AmeriCorps. This includes not engaging any of the members and/or volunteers they recruit or manage in the following prohibited activities:
  - a. Attempting to influence legislation
  - b. Organizing or engaging in protests, petitions, boycotts, or strikes
  - c. Assisting, promoting, or deterring union organizing
  - d. Impairing existing contracts for services or collective bargaining agreements
  - e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office
  - f. Participating in, or endorsing events or activities that are likely to include advocacy for or against political parties, platforms, candidates, proposed legislation, or elected officials
  - g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization.
  - h. Providing a direct benefit to the following:
    - i. A business organized for profit
    - ii. A labor union
    - iii. A partisan political organization
    - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative.
    - v. An organization engaged in the religious activities described in paragraph (g) of this section
    - vi. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive
    - vii. Providing abortion services or referrals for receipt of such services, and
    - viii. Such other activities as the Corporation may prohibit
  - i. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.
- E. Census Activities: AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census related activities i.e. (promotion of the census, or education of the importance of the Census)
- F. The school site agrees to post a copy of the Prohibited Activities so that all staff are aware of what activities AmeriCorps members are allowed and are not allowed to do at the school



2. During operation of the program, WFMS shall undertake the following responsibilities/activities:
- A. Designate one employee and student to serve on the Flipside Advisory Council, which will meet quarterly to determine if the needs of participating students are being met and to advise Flipside staff on how to strengthen the program.
  - B. Offer professional development opportunities to Flipside staff and members as appropriate
  - C. Cooperate with TVUW and Flipside Staff in aligning and specializing services to meet the needs of WFMS students attending the program
  - D. Provide a space for Flipside to operate and implement programming during out-of-school time
  - E. Develop a plan for janitorial services for the program
  - F. Adhere to federal and state regulations that govern AmeriCorps
  - G. WFMS or its partners may not terminate or suspend AmeriCorps members or Flipside Staff. The Program Director is the sole entity that can terminate or suspend members or program staff. If WFMS has a desire to terminate or suspend a member for any reason, the Program Director should be contacted to discuss the circumstances and next steps.

#### IV. Timeline and Program Conclusion Date

Flipside will begin on **September 12<sup>th</sup>, 2022** and operate between the hours of 3-6pm Monday-Friday following the Marion County School Calendar. Flipside will not meet on Early Release days, School Holidays, or Weather-Related Cancellation Days. Flipside will conclude **May 26<sup>th</sup>, 2023**.

#### V. It is Mutually Understood By and Agreed Between the Parties That:

- A. The Term of this Memorandum of Understanding shall commence no earlier than August 1, 2022 and continue through July 31, 2023. This MOU may be reviewed by parties annually.
- B. This agreement contains all terms and conditions agreed upon by the parties regarding the subject matter of this agreement and supersedes any prior agreement, written or oral, and all other communications between parties relating to the Flipside Afterschool Program.

#### VI. FUNDING SOURCE/AmeriCorps Agreement

- A. Funding Source
  - a. The funding source for the AmeriCorps member positions provided to WFMS is a grant from the Corporation for National and Community Service (AmeriCorps or Corporation), [Code of Federal Domestic Assistance (CFDA) 94.006] for the Flipside AmeriCorps Program. WFMS shall comply with the requirements, conditions, and rules of the Corporation, Flipside AmeriCorps and any other public or private entity having authority over the funds or the grant.
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Flipside AmeriCorps Program assigns the following AmeriCorps member position(s) to WFMS: 1 full time Program Liaison (1700 hours) to serve 40 hours a week during the school day and 3 reduced half time Program Assistants (675 hours) to serve the Afterschool Program

This Memorandum of Understanding may be terminated by either party in sixty (60) days of giving notice of intention to terminate the agreement.





**VII. Hold Harmless/Indemnification:**

- A. TVUW agrees to indemnify, defend, and hold harmless WFMS from and against all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident or injury caused to any person or property, because of the active negligence of TVUW. It is understood that such indemnity shall survive the termination of this Agreement.
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**X. Approvals**

\_\_\_\_\_  
TVUW/Date

\_\_\_\_\_  
WFMS Principal/Date

\_\_\_\_\_  
Marion Co. Superintendent/Date



## Memorandum of Understanding for the 2022-2023 School Year

This document constitutes a Memorandum of Understanding (MOU) between **The Tygart Valley United Way's (TVUW)** Flipside Afterschool Program and **Mannington Middle School (MMS)** regarding the Flipside AmeriCorps Program.

### I. Purpose & Scope

The purpose of this MOU is to formalize the understanding between both parties for the purpose of creating a partnership to provide Afterschool opportunities to MMS students by focusing on Social and Emotional Engagement, Academic Engagement, Healthy Living, and Positive Life Skills. This MOU also will clearly identify the roles and responsibilities of each party, as they relate to the implementation of the Flipside AmeriCorps Program.

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This Memorandum of Understanding may be terminated by either party in sixty (60) days of giving notice of intention to terminate the agreement.

6-2119



**VII. Hold Harmless/Indemnification:**

- A. TVUW agrees to indemnify, defend, and hold harmless MMS from and against all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident or injury caused to any person or property, because of the active negligence of TVUW. It is understood that such indemnity shall survive the termination of this Agreement.
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**VIII. Independent Contractor Status**

The parties hereto agree that the relationship created by this Agreement is that of independent contractors. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage, and other benefits of any kind, as required by law, for its own employees.

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**X. Approvals**

\_\_\_\_\_  
TVUW/Date

\_\_\_\_\_  
MMS Principal/Date

\_\_\_\_\_  
Marion Co. Superintendent/Date





901 SOUTH BOND ST., SUITE 600  
BALTIMORE MD 21231

(800) 782-1500, Option 1  
customersuccess@willscot.com  
www.willscot.com  
Fed ID# 52-0665775



MARION COUNTY BOARD OF EDUCATION  
1516 MARY LOU RETTON DR  
FAIRMONT WV 26554-2204



INVOICE

6-2118

Customer #	Invoice #	Invoice Date	Seq #	Terms
10462712	9014979342	8/22/2022	017	DUE NOW
PAYMENT DUE			\$12,507.59	
INVOICE DUE DATE			8/22/2022	

BRANCH:

MD CHARLESTON WV  
401 CALL ROAD  
CHARLESTON WV  
25312-9409  
(304) 984-0600

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W1155361	20721788	142573	N/A	Brad Straight 3043672160	9/3/2022 - 9/17/2022	MARION COUNTY BOARD OF EDUCATION 229 PHILLIPS AVENUE RIVESVILLE WV 26588

Quantity	Item #/Description	Price/Rate	Amount	
	RENT MULTI-SECTIONAL CPX-111372	\$1,245.23 Rental	\$1,245.23	N*
	PERSONAL PROPERTY EXPENSES		0.00	N*
1	REMOVE-DISMANTLE COMPLEX	\$4,313.00	\$4,313.00	N*
1	REMOVE-SKIRTING	\$676.00	\$676.00	N*
12	REMOVE-ANCHORS	\$35.00	\$420.00	N*
2	RETURN DELIVERY-BUILDING	\$803.00	\$1,606.00	N*
2	RETURN DELIVERY-FUEL CHARGE	\$18.00	\$36.00	N*
1	RETURN DELIVERY-OTHER (VAP)	\$275.00	\$275.00	N*
1	RENTAL-PERSONAL PROPERTY EXP	\$79.00	\$39.50	N*
1	X0423-DB:-DB CLEANING FEE 12' (EA)	\$335.00	\$335.00	N*
1	X0423-DB:-DB CLEANING FEE 12' (EA)	\$335.00	\$335.00	N*

CONTINUED ON NEXT PAGE

Invoice in USD

T\* - Denotes taxable item, N\* - Denotes non-taxable item.



PAYMENT OPTIONS

Welcome to the WillScot | Mobile Mini customer portal! Register today to make online payments, sign up for Auto-Pay, or view invoices and statements.

<https://portal.mobilemini.com>

(800) 782-1500, Option 1

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

Thank you for your business!

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL \$12,507.59  
 Invoice #: 9014979342  
 Due Date: 8/22/2022  
 Customer: MARION COUNTY BOARD OF EDUCATION  
 Customer #: 10462712

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.  
PO BOX 91975  
CHICAGO IL 60693-1975



901 SOUTH BOND ST., SUITE 600  
BALTIMORE MD 21231

(800) 782-1500, Option 1  
customersuccess@willscot.com  
www.willscot.com  
Fed ID# 52-0665775

MARION COUNTY BOARD OF EDUCATION  
1516 MARY LOU RETTON DR  
FAIRMONT WV 26554-2204

**INVOICE**

116-9110  
521106202206093004.01

Customer #	Invoice #	Invoice Date	Seq #	Terms
10462712	9014979342	8/22/2022	017	DUE NOW
PAYMENT DUE			\$12,507.59	
INVOICE DUE DATE			8/22/2022	

**BRANCH:**  
MD CHARLESTON WV  
401 CALL ROAD  
CHARLESTON WV  
25312-9409  
(304) 984-0600

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
W1155361	20721788	142573	N/A	Brad Straight 3043672160	9/3/2022 - 9/17/2022	MARION COUNTY BOARD OF EDUCATION 229 PHILLIPS AVENUE RIVESVILLE WV 26588

Quantity	Item #/Description	Price/Rate	Amount
1	FUEL SURCHARGE - MARKET RATE ADJUST	\$596.23	\$596.23 N*
1	KNOCKDOWN-CURRENT MARKET RATE	\$2,028.38	\$2,028.38 N*
1	FREIGHT-CURRENT MARKET RATE	\$602.25	\$602.25 N*
Sub-total			\$12,507.59
<b>INVOICE TOTAL</b>			<b>\$12,507.59</b>

*No. Haupt,  
to be placed on the  
agenda for board  
approval.  
c-2/20*

Marion County Board of Education  
Field Trip Request Form

*out of state*  
**RECEIVED**  
AUG 31 2022

②

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

Fairmont Senior High 8/30/22 John Schneider No  
School Date Submitted Sponsor(s) Sub Needed

Marching Band 10/15/22 Cam Pyle No  
Group Date of Trip Chaperone(s) Sub Needed

85 Oakland, Maryland - Southern Garrett H.S.  
Number to be transported Destination

Autumn Glory Festival Parade + Field Show Competition  
Purpose of activity

0 200 Boosters  
Number of School Days Lost Approximate Cost Source of Funding

Transportation Information

Time bus to be loaded 4:00 am / pm Approximate time to return 11:00 am / pm

Type of Transportation \_\_\_\_\_ Private Auto  
\_\_\_\_\_ Commercial Carrier List Carrier \_\_\_\_\_  
X Marion County School Bus Number \_\_\_\_\_ Driver \_\_\_\_\_

Is School to pay driver? \_\_\_\_\_ Yes X No

Approval (granted / denied) Principal [Signature] Date 8/30/22  
Approval (granted / denied) County Office [Signature] Date 8/31/2022  
Approval (granted / denied) Transportation \_\_\_\_\_ Date \_\_\_\_\_

Driver's Trip Report

Bus Number \_\_\_\_\_ Bus Capacity \_\_\_\_\_ Total Number Transported \_\_\_\_\_

Destination \_\_\_\_\_ Date of Trip \_\_\_\_\_ Day of Week \_\_\_\_\_

Times:  Day One  Day Two

Pre-Trip	_____ am / pm	_____ am / pm
Bus available to load	_____ am / pm	_____ am / pm
Departure Time	_____ am / pm	_____ am / pm
Return Time	_____ am / pm	_____ am / pm
Completion of bus cleanup	_____ am / pm	_____ am / pm

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

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

*To be placed on the agenda for board approval.*  
*C. Van*

**Marion County Board of Education  
 Field Trip Request Form**

*Out of state*  
 RECEIVED  
 AUG 31 2022

2

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

Fairmont Senior High     8/30/22     John Schneider     No  
 School                                      Date Submitted                                      Sponsor(s)                                      Sub Needed

Marching Band     10/15/22     Mary Rubenstein     No  
 Group                                      Date of Trip                                      Chaperone(s)                                      Sub Needed

85     Oakland, Maryland - Southern Garrett H. S.  
 Number to be transported                                      Destination

Purpose of activity Autumn Glory Festival Parade + Field Show Competition

Number of School Days Lost 0     Approximate Cost 200     Source of Funding Boosters

**Transportation Information**

Time bus to be loaded 4:00 am / pm     Approximate time to return 11:00 am / pm

**Type of Transportation**

\_\_\_\_\_ Private Auto  
 \_\_\_\_\_ Commercial Carrier     List Carrier \_\_\_\_\_  
 Marion County School Bus     Number \_\_\_\_\_ Driver \_\_\_\_\_

**Is School to pay driver?**     \_\_\_\_\_ Yes      No

**Approval** (granted / denied)     Principal [Signature]     Date 8/30/22  
 Approval (granted / denied)     County Office \_\_\_\_\_     Date \_\_\_\_\_  
 Approval (granted / denied)     Transportation \_\_\_\_\_     Date \_\_\_\_\_

**Driver's Trip Report**

Bus Number \_\_\_\_\_     Bus Capacity \_\_\_\_\_     Total Number Transported \_\_\_\_\_

Destination \_\_\_\_\_     Date of Trip \_\_\_\_\_     Day of Week \_\_\_\_\_

**Times:**

	<input type="checkbox"/> Day One	<input type="checkbox"/> Day Two	
Pre-Trip	_____ am / pm	_____ am / pm	
Bus available to load	_____ am / pm	_____ am / pm	
Departure Time	_____ am / pm	_____ am / pm	
Return Time	_____ am / pm	_____ am / pm	
Completion of bus cleanup	_____ am / pm	_____ am / pm	

*Ms. Haught,  
to be placed on the  
board agenda for  
approval. Thank you.  
C. 2/20*

6-2117

### Marion County Board of Education Field Trip Request Form

**RECEIVED**  
 Bus 1 of 2  
 AUG 29 2022

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

<u>West Fairmont Middle</u>	<u>8/24/22</u>	<u>Sara Cornwell</u>	<u>Yes</u>
<small>School</small>	<small>Date Submitted</small>	<small>Sponsor(s)</small>	<small>Sub Needed</small>
<u>8<sup>th</sup> Grade</u>	<u>10/7/2022</u>	<u>Aimee Williams, Susan Conley, Myson Balzer, Michelle Better,</u>	<u>Yes, for 3</u>
<small>Group</small>	<small>Date of Trip</small>	<small>Chaperone(s)</small>	<small>Sub Needed</small>
<u>45</u>	<u>Washington, D.C.</u>	<u>June Haught, Chris Uphold, Allison Lampain, Jennifer Jarrette</u>	
<small>Number to be transported</small>	<small>Destination</small>		
<small>Purpose of activity</small> <u>Holocaust Museum</u>			
<small>Number of School Days Lost</small> <u>1</u>	<small>Approximate Cost</small> <u>\$450</u>	<small>Source of Funding</small> <u>8<sup>th</sup> ELA &amp; Students</u>	
	<u>\$45/student</u>		

#### Transportation Information

Time bus to be loaded 5:30  am / pm      Approximate time to return 10:00  am / pm

Type of Transportation

Private Auto  
 Commercial Carrier    List Carrier \_\_\_\_\_  
 Marion County School Bus    Number \_\_\_\_\_ Driver \_\_\_\_\_

Is School to pay driver?     Yes     No

Approval  (granted) / denied)    Principal *[Signature]*    Date 8-26-22  
 Approval  (granted) / denied)    County Office *[Signature]*    Date 8-29-2022  
 Approval  (granted / denied)    Transportation \_\_\_\_\_    Date \_\_\_\_\_

#### Driver's Trip Report

Bus Number \_\_\_\_\_      Bus Capacity \_\_\_\_\_      Total Number Transported \_\_\_\_\_

Destination \_\_\_\_\_      Date of Trip \_\_\_\_\_      Day of Week \_\_\_\_\_

Times:

	<input type="checkbox"/> Day One	<input type="checkbox"/> Day Two	
Pre-Trip	_____ am / pm	_____ am / pm	
Bus available to load	_____ am / pm	_____ am / pm	
Departure Time	_____ am / pm	_____ am / pm	
Return Time	_____ am / pm	_____ am / pm	
Completion of bus cleanup	_____ am / pm	_____ am / pm	

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

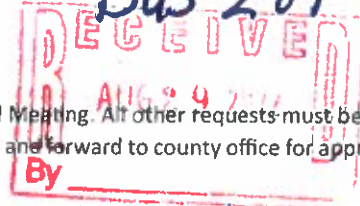
tb/2017      White - Accounting      Yellow - Transportation Office      Pink - Driver      Gold - Driver



*No. 11/1/22  
to be placed on the  
agenda for final  
approval. 11/1/22  
C. 2/10*

## Marion County Board of Education Field Trip Request Form

Bus 2 of 2



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

West Fairmont Middle 8/24/22 Sara Cornwell Yes  
 School Date Submitted Sponsor(s) Sub Needed  
8th Grade 10/17/2022 Aimee Williams, Susan Conlay,  
 Group Date of Trip Alyson Balzer, Michelle Better Sub Needed Yes, for 3  
45 Washington, D.C. June Harshbarger Chris Uphold Allison Lampchin Jennifer Jarrette  
 Number to be transported Destination  
 Purpose of activity Holocaust, D.C.  
 Number of School Days Lost 1 Approximate Cost \$450 Source of Funding 8th ELA Students  
\$145/student

### Transportation Information

Time bus to be loaded 5:30 am pm Approximate time to return 10:00 am / pm  
 Type of Transportation \_\_\_\_\_ Private Auto  
 \_\_\_\_\_ Commercial Carrier List Carrier \_\_\_\_\_  
X Marion County School Bus Number \_\_\_\_\_ Driver \_\_\_\_\_  
 Is School to pay driver? X Yes \_\_\_\_\_ No  
 Approval (granted) / denied) Principal [Signature] Date 8-26-22  
 Approval (granted) / denied) County Office [Signature] Date 8-29-2022  
 Approval (granted / denied) Transportation \_\_\_\_\_ Date \_\_\_\_\_

### Driver's Trip Report

Bus Number \_\_\_\_\_ Bus Capacity \_\_\_\_\_ Total Number Transported \_\_\_\_\_  
 Destination \_\_\_\_\_ Date of Trip \_\_\_\_\_ Day of Week \_\_\_\_\_  
 Times:  Day One  Day Two  
 Pre-Trip \_\_\_\_\_ am / pm \_\_\_\_\_ am / pm  
 Bus available to load \_\_\_\_\_ am / pm \_\_\_\_\_ am / pm  
 Departure Time \_\_\_\_\_ am / pm \_\_\_\_\_ am / pm  
 Return Time \_\_\_\_\_ am / pm \_\_\_\_\_ am / pm  
 Completion of bus cleanup \_\_\_\_\_ am / pm \_\_\_\_\_ am / pm



# Marion County Schools – BOOSTER INFO / 2022-2023

6-2110

School EFHS

Booster Group GOLF

## 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: GOLF
- 2) Booster Group FEIN (MUST INCLUDE A COPY OF THE IRS FEIN VERIFICATION FORM): 47127819
- 3) Booster Group by-laws submitted by August 1<sup>st</sup> of each year: (UPDATED)  
Date received 8/30/22
- 4) Date of the election of booster officers: \_\_\_\_\_
- 5) Name of booster President: CAROLYN BASHAW Phone # 304-629-1369
- 6) Name of booster Vice President: \_\_\_\_\_ Phone # 3
- 7) Name of booster Secretary: LISA LAYA Phone # \_\_\_\_\_
- 8) Name of booster Treasurer: LISA LAYA Phone # 304-677-5052
- 9) Booster fundraisers listed on school fundraiser calendar in the main office: \_\_\_\_\_
- 10) Proof of booster Liability Insurance to principal (Must include Marion County Schools as an additional insured): ML Date submitted: 8/12/2022
- 11) Submit annual financial statement for year ending June 30, 2022 of the school support organization with this application: ML Date submitted: 5/30/22
- 12) Attach a copy of the Booster Annual Financial report/year ending bank statement as of June 30, 2022 ML
- 13) Financial records submitted to the principal at the conclusion of the season: ML
- 14) Principal is to receive 2 copies of the annual financial statements by each school support organization: ML

Inventory of all uniforms, equipment, and other team merchandise has been submitted to the school principal. No uniforms  
16) All items provided to athletes and coaches to be returned at the end of the year. AA

6-2116

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.**

8-273

Date of this notice: 07-07-2014

Employer Identification Number:  
47-1272819

Form: SS-4

Number of this notice: CP 575 E

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

EAST FAIRMONT GOLF  
1600 FAIRMONT AVE APT 3  
FAIRMONT, WV 26554

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 47-1272819. 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's very important that you use your EIN along with your 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 shown above isn't correct, please send us the correction using the attached tear-off stub.

**Annual filing requirements**

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax exempt, you may be required to file one of the following returns or notices:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-PF, Return of Private Foundation
- Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to [www.irs.gov/990filing](http://www.irs.gov/990filing) for the most current information on your filing requirements.

B. If you are not tax-exempt, you may be required to file one of the following returns:

- Form 1120, U.S. Corporation Income Tax Return
- Form 1041, U.S. Income Tax Return for Estates and Trusts
- Form 1065, U.S. Return of Partnership Income

Please refer to Publication 1635, Understanding Your EIN, for more information about which forms you may be required to file.

348-1573



EASTFAI-07

JWILSON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/30/2022

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).

<b>PRODUCER</b> United Security Agency, Inc. PO Box 987 Fairmont, WV 26554	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (304) 363-1660 <b>FAX (A/C, No): (304) 363-5956</b> E-MAIL ADDRESS: _____ _____ _____														
<b>INSURED</b> East Fairmont Golf Boosters C/O: Bill Malone 1607 Green Gables Road Fairmont, WV 26554	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A : <b>Erie Insurance</b></td> <td style="text-align: center;"><b>26830</b></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A : <b>Erie Insurance</b>	<b>26830</b>	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
INSURER A : <b>Erie Insurance</b>	<b>26830</b>														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		Q32-6200028	8/12/2022	8/12/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>Included</b> _____ \$ _____ \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____ \$								
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Marion County Board of Education is added as Additional Insured as Lessor of Premises CG2011 effective 8-30-22

<b>CERTIFICATE HOLDER</b> Marion County Board of Education 1516 Mary Lou Retton Drive Fairmont, WV 26554	<b>CANCELLATION</b> 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 <i>Joni L. Wilson</i>
---	---

16-2116

**ANNUAL FINANCIAL REPORT 2021-2022**

SCHOOL EAST FAIRVOKE HS

Booster Group GOLF

Reconciled Beginning Balance as of July 1, 2021	<u>1,089</u>	
Total Annual Income	<u>      </u>	ADD
Total Annual Expenses	<u>      </u>	SUBTRACT
Reconciled Ending Balance as of June 30, 2022	<u><u>1,089</u></u>	

Booster President Signature Carolyn Burtho Low Date 8/25/22

Booster Treasurer Signature \_\_\_\_\_ Date \_\_\_\_\_





MARION COUNTY BOARD OF EDUCATION  
FACILITY USE/RENTAL AGREEMENT

6-2118

This agreement dated the 10<sup>th</sup> day of August, 2020, by and between the Marion County Board of Education (hereafter known as MCBOE) and the Fairmont State Baseball (hereafter known as Organization).

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

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

- I. Organization Name Fairmont State Baseball
- II. Contact Name Matt Yurish
- III. Address 1201 Locust Avenue, Fairmont, WV 26554
- IV. Phone Number 304-261-8898
- V. The MCBOE covenants and agrees that it shall, from August, 2020 through October, 2020, make available to the East Fairmont HS Baseball Field for the purpose of practices. 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 55-6000778 (Include a copy of your W-9 Request for Taxpayer Identification Number & Certificate)

VIII. Organization covenants and agrees that the scheduling of its events utilizing the EFHS Baseball field 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 \$ — per — in addition to a \$ — custodial fee per —  
(Additional fees may apply depending on facility) \$ — 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: WV Board of Risk

Policy Number GL 654-71-29

-----  
\*\*\*\*\*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 E7HS Baseball field 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 2022, until the 31<sup>st</sup> day of October, 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.

Orlando - Matthew Junco  
Representative of Organization

\_\_\_\_\_  
Date

Harry Reinhart  
Principal or Designee

8-10-22  
Date

\_\_\_\_\_  
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
- 07/28/22



# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Vermont State**

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.  
**1201 Social Avenue Vermont, VT 05517**

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (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.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

OR

Employer identification number

55	-	6000778
----	---	---------

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.

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ *Orfile*

Date ▶ *8/10/22*

## 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](http://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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/19/2022

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).

<b>PRODUCER</b> West Virginia Board of Risk & Insurance Management 1124 Smith Street Suite 4300 Charleston, WV 25301	<b>CONTACT NAME:</b> PHONE (AC, Ho, Ext): 304-766-2646 FAX (AC, Ho): 304-558-6004 E-MAIL: brim.underwriting@wv.gov ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> FAIRMONT STATE UNIVERSITY 1201 LOCUST AVENUE FAIRMONT WV 26554	<b>INSURER A:</b> National Union Fire Co of Pittsburgh PA 19445	
	<b>INSURER B:</b> WV Board of Risk and Insurance Management	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WRONGFUL ACT <input checked="" type="checkbox"/> PROFESSIONAL GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		L 0183	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ NONE
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		L 0183	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WV) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	L 0183 STOP GAP	07/01/2022	07/01/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	AUTO PHYSICAL DAMAGE HIRED AND NON OWNED		L 0183	07/01/2022	07/01/2023	ACV \$1,000 DEDUCTIBLE COMPREHENSIVE & COLLISION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SUBJECT TO THE PROVISIONS, CONDITIONS AND EXCLUSIONS OF THE POLICIES LISTED ABOVE, IT IS AGREED THAT THE CERTIFICATE HOLDER IS AN "ADDITIONAL INSURED" AND "LOSS PAYEE" WITH RESPECTS TO: FAIRMONT STATE UNIVERSITY BASEBALL TEAM WILL BE PRACTICING AT THE EAST FAIRMONT HIGH SCHOOL BASEBALL FIELD AUGUST 22, 2022 THROUGH OCTOBER 31, 2022, AT 1993 AIRPORT ROAD FAIRMONT, WV 26554

<b>CERTIFICATE HOLDER</b> MARION COUNTY BOARD OF EDUCATION EAST FAIRMONT BASEBALL FIELD 1516 MARY LOU RETTON DRIVE FAIRMONT WV 26554	<b>CANCELLATION</b> 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 <i>M. Duke</i>
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6-2119

## Agenda Item

Scott Reider <scott.reider@k12.wv.us>

Wed 8/31/2022 9:15 AM

To: Robin Haught <robinhaught@k12.wv.us>

2 attachments (561 KB)

Streamline Sales Tax Form - Signed 8-30-2022.pdf; Vendor List.pdf;

Robin,

Could you please also add the following to the agenda:

### Sale of old Hickman Run School building

The Superintendent would like to recommend approval of the sale of the old Hickman Run School building located at 409 East Grafton Road in Fairmont to the North Central West Virginia Community Action Association, Inc. (NCWVCAA) in the amount of \$5,000. The building is still in need of a new HVAC system that was damaged when the tree fell on the building last summer. The building will be sold as is and NCWVCAA will assume responsibility of replacing the HVAC system. NCWVCAA is a nonprofit organization.

I have also attached the vendor list for the Financial section.

Regards

**Scott Reider**

Treasurer

Marion County Board of Education

1516 Mary Lou Retton Drive

Fairmont, WV 26554

Phone 304-367-2100



# Streamlined Sales Tax Certificate of Exemption

Do not send this form to the Streamlined Sales Tax Governing Board. Send the completed form to the seller and keep a copy for your records.

This is a multi-state form for use in the states listed. Not all states allow all exemptions listed on this form. The purchaser is responsible for ensuring it is eligible for the exemption in the state it is claiming the tax exemption from. Check with the state for exemption information and requirements. The purchaser is liable for any tax and interest, and possible civil and criminal penalties imposed by the state, if the purchaser is not eligible to claim this exemption.

1.  Check if this certificate is for a single purchase. Enter the related invoice/purchase order # \_\_\_\_\_

2. **A. Purchaser's name**  
 North Central West Virginia Community Action Association, Inc

**B. Business address** City State Country Zip code  
 146 Terrace Manor Fairmont WV US 26554

**C. Name of seller from whom you are purchasing, leasing or renting**  
 \_\_\_\_\_

**D. Seller's address** City State Country Zip code  
 \_\_\_\_\_

3. Purchaser's type of business. Check the number that best describes your business.

- 01 Accommodation and food services
- 02 Agriculture, forestry, fishing, hunting
- 03 Construction
- 04 Finance and insurance
- 05 Information, publishing and communications
- 06 Manufacturing
- 07 Mining
- 08 Real estate
- 09 Rental and leasing
- 10 Retail trade
- 11 Transportation and warehousing
- 12 Utilities
- 13 Wholesale trade
- 14 Business services
- 15 Professional services
- 16 Education and health-care services
- 17 Nonprofit organization
- 18 Government
- 19 Not a business
- 20 Other (explain) \_\_\_\_\_

4. Reason for exemption. Check the letter that identifies the reason for the exemption.

- A Federal government (Department) \* \_\_\_\_\_
- B State or local government (Name) \* \_\_\_\_\_
- C Tribal government (Name) \* \_\_\_\_\_
- D Foreign diplomat # \_\_\_\_\_
- E Charitable organization \*
- F Religious organization \*
- G Resale \*
- H Agricultural Production \*
- I Industrial production/manufacturing \*
- J Direct pay permit \*
- K Direct Mail \*
- L Other (Explain) \_\_\_\_\_
- M Educational Organization \*

\* see Instructions on back (page 2)

5. Identification (ID) number: Enter the ID number as required in the instructions for each state in which you are claiming an exemption. If claiming multiple exemption reasons, enter the letters identifying each reason as listed in Section 4 for each state.

ID number	State/Country	Reason	ID number	State/Country	Reason
AR			NV		
GA			OH		
IA			OK		
IN			RI		
KS			SD		
KY			TN		
MI			UT		
MN			VT		
NC			WA		
ND			WI		
NE			WV	55-0486604	
NJ			WY		
				WV	E

6. I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of authorized purchaser: Christopher Burky Print name: Christopher Burky Title: Finance Director Date: 8/30/2022



6-2120

08/18/22

## MEMORANDUM

---

**TO:** DR. DONNA HAGE, SUPERINTENDENT

**FROM:** GIA DEASY, ADMINISTRATIVE ASSISTANT FOR SPECIAL SERVICES

**SUBJECT:** BOARD APPROVAL

**CC:** KATHY CYPHERS

**REQUEST:** to provide Functional Vocational Assessments

**VENDOR:** Rosa Anna Gallucci

**AMOUNT:** \$90 per evaluation report and \$50 per IEP meeting including in county travel reimbursement

**FUNDING SOURCE:** County Funds





# MARION COUNTY BOARD OF EDUCATION

1516 Mary Lou Retton Drive, Fairmont, WV 26554

## Special Services Department

Gia Deasy, Administrative Assistant [gdeasy@k12.wv.us](mailto:gdeasy@k12.wv.us)  
304-367-2139 Fax: 304-367-8976

### Contractual Agreement 2022 - 2023 School Year

**THIS CONTRACTUAL AGREEMENT** made and entered into on the \_\_\_\_ of August, 2021, by and between **Rosa Anna Gallucci**, party of the first part, hereinafter referred to as "Contractor" and Marion County Board of Education, Mary Lou Retton Drive, Fairmont, West Virginia 26554, party of the second part, hereinafter referred to as "County".

**WHEREAS**, the Contractor hereby agrees to provide functional vocational assessments.

**PERIOD OF TERM:** Beginning August 22, 2022, through June 30, 2023, according to the County's school calendar.

**COMPENSATION:** County will pay the Contractor \$90 per evaluation report and \$50 per IEP Meeting. Payment will be made upon receipt of an itemized billing statement documenting the date, students served, and service provided. These statements shall be delivered to the Marion County Board of Education Department of Special Education on a monthly basis.

#### **GENERAL CONDITIONS:**

1. The contractor agrees to perform all of the required services as aforementioned in an efficient and appropriate manner.
2. The County will provide the contractor with a list of students for evaluation.
3. The contractor will work in contact with and report all activities to the Marion County Board of Education Director of Special Services.
4. The contractor will work in contact with and report all activities to the Board of Education Director of Special Services. Test instruments and protocol sheets will be provided by the Marion County Board of Education. Unless otherwise indicated, contractor will supply a typewritten report on each student evaluation within a twenty (20) day period of time following the evaluation as stated within the current West Virginia Regulations for the Education of Exceptional Students. Test protocols are to be forwarded to the Marion County Board of Education Special Education Department with the evaluation report. Reports shall give descriptions of student's present level of educational performance and educational needs but will in no way contain statements of final eligibility category or placement. Reports must be signed and dated.

- 5. Services will be paid upon submission of a monthly invoice.
- 6. The contractor agrees to abide by the West Virginia Regulations for the Education of Exceptional Students and the Federal Individuals with Disabilities Education Act, and any revisions or modifications thereto.
- 7. The contractor will be responsible for maintaining appropriate confidentiality for all information. Breaches of confidentiality will be grounds for the immediate termination of this contract.
- 8. The Contractor, in executing this contract, agrees, unconditionally, and expressly hereby waives any right to Workers Compensation benefits, Federal and State tax withholdings, FICA withholding/benefits, Unemployment Compensation benefits, any and all liability insurance coverage(s), retirement withholding benefits, seniority rights, and/or any other rights and privileges afforded regular employees of the County.
- 9. In County Travel will be reimbursed between schools at the current mileage reimbursement rate (to be submitted to the Special Education Department monthly).

THIS AGREEMENT constitutes the entire contract between the Contractor and the County with respect to services covered by this agreement and no representation or statements not expressed herein shall be binding. The terms and conditions herein shall prevail notwithstanding any variance.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first above written.

Rosa Anna Gallucci 8-17-2022  
 Rosa Anna Gallucci Date  
 Contractor

Gia Deasy 8-18-2022  
 Gia Deasy Date  
 Director of Special Services

\_\_\_\_\_  
 Dr. Donna Hage Date  
 Superintendent

Contracted Services are funded through County Funds





DEFAULT ACCOUNT NUMBER	VENDOR NAME	AMOUNT OF CHECK	CHECK DATE	CHECK NUMBER
11.00000.12621.431.001.0000.0000.00	ACE HARDWARE	2.79	8/15/22	235971
11.00000.12621.431.001.0000.0000.00	ACE HARDWARE	31.99	8/15/22	235971
11.00000.12621.431.002.0000.0000.00	ACE HARDWARE	19.96	8/15/22	235971
11.00000.12621.431.002.0000.0000.00	ACE HARDWARE	31.99	8/15/22	235971
11.00000.12621.431.207.0000.0000.00	ACE HARDWARE	17.98	8/15/22	235971
11.00000.12621.431.002.0000.0000.00	ACE HARDWARE	21.99	8/17/22	236024
11.00000.12791.667.003.0000.0000.00	ACE HARDWARE	59.94	8/22/22	236077
11.00000.12621.431.002.0000.0000.00	ADAMS OFFICE SUPPLY CO.	1,258.00	8/15/22	235972
11.00000.12621.431.002.0000.0000.00	ADAMS OFFICE SUPPLY CO.	3,829.00	8/15/22	235972
61.95502.12621.611.502.0000.0000.00	ADAMS OFFICE SUPPLY CO.	699.89	8/18/22	236035
61.95502.12621.611.502.0000.0000.00	ADAMS OFFICE SUPPLY CO.	2,760.00	8/18/22	236035
11.00000.11111.733.501.2660.0000.00	ADAMS OFFICE SUPPLY CO.	1,737.00	8/19/22	236063
11.00000.11111.733.001.2660.0000.00	ADAMS OFFICE SUPPLY CO.	129.00	8/22/22	236078
11.00000.11111.733.001.2660.0000.00	ADAMS OFFICE SUPPLY CO.	258.00	8/22/22	236078
61.41110.12213.611.216.0000.0000.00	AHA! PROCESS, INC.	320.50	8/29/22	236160
61.50210.31391.611.701.0000.0000.00	AIRGAS USA, LLC	1,352.42	8/15/22	235987
11.00000.12621.431.002.0000.0000.00	ALASKY'S INC.	877.72	8/15/22	235973
11.00000.12621.431.002.0000.0000.00	ALLEGHENY INDUSTRIAL SUPPLY	539.62	8/15/22	235974
11.00000.12621.431.002.0000.0000.00	ALLEGHENY INDUSTRIAL SUPPLY	76.68	8/24/22	236116
11.00000.11111.581.001.0000.0000.00	ALLEN CANFIELD	71.25	8/16/22	235996
61.71110.31361.611.502.0000.0000.00	ALPHA TECHNOLOGIES, INC.	17,200.00	8/18/22	236056
11.00000.12621.431.002.0000.0000.00	AMTOWER AUTO SUPPLY, INC.	130.55	8/15/22	235975
11.00000.12621.431.002.0000.0000.00	AMTOWER AUTO SUPPLY, INC.	235.82	8/15/22	235975
11.00000.12621.431.002.0000.0000.00	AMTOWER AUTO SUPPLY, INC.	310.49	8/15/22	235975
11.00000.12791.667.003.0000.0000.00	AMTOWER AUTO SUPPLY, INC.	22.90	8/22/22	236079
11.00000.12791.667.003.0000.0000.00	AMTOWER AUTO SUPPLY, INC.	60.39	8/22/22	236079
11.00000.12791.667.003.0000.0000.00	AMTOWER AUTO SUPPLY, INC.	96.08	8/22/22	236079
61.88310.13121.636.006.0000.0000.00	AQUA FILTER FRESH INC	11.25	8/23/22	236112
71.52110.12239.532.001.4455.0000.00	AT&T MOBILITY	259.78	8/23/22	236102
11.00000.12621.431.002.0000.0000.00	ATCO INTERNATIONAL COMPANY	1,237.60	8/18/22	236052
11.00000.12621.431.001.0000.0000.00	AULTMAN DISTRIBUTORS, INC.	107.00	8/15/22	235976
11.00000.12621.431.002.0000.0000.00	AULTMAN DISTRIBUTORS, INC.	661.27	8/15/22	235976
11.00000.12621.431.214.0000.0000.00	AULTMAN DISTRIBUTORS, INC.	343.47	8/15/22	235976
11.00000.12621.431.501.0000.0000.00	AULTMAN DISTRIBUTORS, INC.	305.95	8/15/22	235976
11.00000.12621.431.002.0000.0000.00	AULTMAN DISTRIBUTORS, INC.	1,029.55	8/26/22	236153
11.00000.12621.431.002.0000.0000.00	B & M ENVIRONMENTAL LLC	100.00	8/17/22	236031
11.00000.12621.431.002.0000.0000.00	B & M ENVIRONMENTAL LLC	100.00	8/17/22	236031
11.00000.12621.431.002.0000.0000.00	B & M ENVIRONMENTAL LLC	100.00	8/17/22	236031
11.00000.12621.431.002.0000.0000.00	B & M ENVIRONMENTAL LLC	225.00	8/17/22	236031
11.00000.12621.431.002.0000.0000.00	B & M ENVIRONMENTAL LLC	450.00	8/17/22	236031
11.00000.12621.431.002.0000.0000.00	B & M ENVIRONMENTAL LLC	450.00	8/17/22	236031
11.00000.12621.431.002.0000.0000.00	B & M ENVIRONMENTAL LLC	990.00	8/17/22	236031
11.00000.11111.519.101.0000.0000.00	BARRACKVILLE ELEMENTARY/	1,000.00	8/26/22	236143
61.41210.11111.611.001.0000.0000.00	BECKERS SCHOOL SUPPLIES	347.99	8/24/22	236117
71.52150.11111.611.001.0000.0000.00	BLICK ART MATERIALS	18.34	8/25/22	236129
71.52150.11111.611.001.0000.0000.00	BLICK ART MATERIALS	19.54	8/25/22	236129
71.52150.11111.611.001.0000.0000.00	BLICK ART MATERIALS	158.34	8/25/22	236129
61.43110.22213.331.001.0000.0000.00	BROWN BUTTERFLY PRESS	500.00	8/16/22	236001
11.00000.12621.431.503.0000.0000.00	CED/MOSEBACH	390.00	8/17/22	236025
11.00000.12621.431.503.0000.0000.00	CED/MOSEBACH	520.00	8/17/22	236025
11.00000.12621.431.503.0000.0000.00	CED/MOSEBACH	3,900.00	8/17/22	236025
11.00000.11111.641.001.2700.0000.00	CENGAGE LEARNING	82,680.00	8/12/22	235970
11.00000.12621.431.002.0000.0000.00	CHARLESTON FILTER SERVICE, INC	4,184.31	8/18/22	236037

DEFAULT ACCOUNT NUMBER	VENDOR NAME	AMOUNT OF CHECK	CHECK DATE	CHECK NUMBER
11.00000.12621.431.002.0000.0000.00	CHARLESTON FILTER SERVICE, INC	4,781.89	8/18/22	236037
11.00000.12621.431.002.0000.0000.00	CHARLESTON FILTER SERVICE, INC	4,921.39	8/18/22	236037
61.43210.21210.581.001.0000.0000.00	CHRISTINE HOLSOPPLE	7.50	8/30/22	236171
61.43210.21210.582.001.0000.0000.00	CHRISTINE HOLSOPPLE	125.00	8/30/22	236173
11.00000.12791.669.003.0000.0000.00	CINTAS CORPORATION	132.23	8/22/22	236085
11.00000.12791.669.003.0000.0000.00	CINTAS CORPORATION	147.08	8/22/22	236085
11.00000.12791.611.003.0000.0000.00	CINTAS FIRST AID & SAFETY	133.97	8/22/22	236086
11.00000.14711.721.402.0000.0000.00	CITY CONSTRUCTION COMPANY, INC	11,612.00	8/26/22	236141
61.95701.12621.431.701.0000.0000.00	CITY NEON INC	9,949.70	8/23/22	236098
11.00000.00479.004.000.0000.0000.00	CITY OF FAIRMONT	198.81	8/17/22	236023
61.00000.00479.004.000.0000.0000.00	CITY OF FAIRMONT	13.02	8/17/22	236023
71.00000.00479.004.000.0000.0000.00	CITY OF FAIRMONT	4.34	8/17/22	236023
11.00000.12321.611.001.0000.0000.00	CLARKSBURG EXPONENT/TELEGRAM	288.00	8/16/22	236002
61.41210.12213.611.001.0000.0000.00	COACH LOYA, LLC	2,600.00	8/23/22	236103
11.00000.12791.667.003.0000.0000.00	COLOURS 27	125.28	8/22/22	236080
61.88210.13121.634.006.0000.0000.00	CROOK BROTHERS	46.85	8/23/22	236109
61.88210.13121.634.006.0000.0000.00	CROOK BROTHERS	81.76	8/23/22	236109
61.88210.13121.634.006.0000.0000.00	CROOK BROTHERS	99.80	8/23/22	236109
61.88210.13121.634.006.0000.0000.00	CROOK BROTHERS	333.60	8/23/22	236109
61.43210.21210.581.001.0000.0000.00	CRYSTAL BENNINGTON	54.19	8/30/22	236172
71.52160.11111.653.001.0000.0000.00	CURRICULUM ASSOCIATES, LLC	240,108.70	8/19/22	236064
11.00000.14711.451.205.0000.0000.00	DAVID BRAD STRAIGHT	3,053.60	8/18/22	236000
11.00000.14711.451.205.0000.0000.00	DAVID BRAD STRAIGHT	2,553.92	8/30/22	236168
11.00000.12621.431.503.0000.0000.00	DECKER INC.	1,202.76	8/15/22	235977
61.43210.21210.582.001.0000.0000.00	DENISE MORRIS	23.76	8/30/22	236174
11.00000.12641.441.304.0000.0000.00	DIOCESE OF WHEELING-CHARLESTO	10,000.00	8/18/22	236038
61.41210.11111.611.001.0000.0000.00	DISCOUNT SCHOOL SUPPLY	16.04	8/18/22	236039
61.41210.11111.611.001.0000.0000.00	DISCOUNT SCHOOL SUPPLY	20.52	8/18/22	236039
61.41210.11111.611.001.0000.0000.00	DISCOUNT SCHOOL SUPPLY	106.94	8/18/22	236039
61.41210.11111.611.001.0000.0000.00	DISCOUNT SCHOOL SUPPLY	136.81	8/18/22	236039
61.41210.11111.611.001.0000.0000.00	DISCOUNT SCHOOL SUPPLY	22.85	8/29/22	236161
61.41210.11111.611.001.0000.0000.00	DISCOUNT SCHOOL SUPPLY	103.82	8/29/22	236161
11.00000.12611.621.502.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	35.59	8/17/22	236032
11.00000.12611.621.503.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	253.31	8/17/22	236032
11.00000.12611.621.701.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	108.56	8/17/22	236032
11.00000.12611.621.002.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	29.49	8/19/22	236068
11.00000.12611.621.011.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	35.09	8/19/22	236068
11.00000.12611.621.101.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	49.45	8/19/22	236068
11.00000.12611.621.102.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	33.20	8/19/22	236068
11.00000.12611.621.102.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	71.11	8/19/22	236068
11.00000.12611.621.206.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	34.26	8/19/22	236068
11.00000.12611.621.206.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	86.18	8/19/22	236068
11.00000.12611.621.207.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	8,157.13	8/19/22	236068
11.00000.12611.621.209.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	123.56	8/19/22	236068
11.00000.12611.621.302.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	203.23	8/19/22	236068
11.00000.12611.621.306.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	29.49	8/19/22	236068
11.00000.12611.621.306.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	266.64	8/19/22	236068
11.00000.12611.621.402.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	120.51	8/19/22	236068
11.00000.12611.621.402.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	152.47	8/19/22	236068
11.00000.12611.621.502.1124.0000.00	DOMINION ENERGY WEST VIRGINIA	32.67	8/19/22	236068
11.00000.12611.621.502.1126.0000.00	DOMINION ENERGY WEST VIRGINIA	29.49	8/19/22	236068
11.00000.12611.621.504.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	202.77	8/19/22	236068
11.00000.12611.621.716.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	2.39-	8/19/22	236068

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DEFAULT ACCOUNT NUMBER	VENDOR NAME	AMOUNT OF CHECK	CHECK DATE	CHECK NUMBER
11.00000.12611.621.716.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	37.47	8/19/22	236068
11.00000.12711.621.003.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	29.49	8/19/22	236068
11.00000.12711.621.003.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	31.89	8/19/22	236068
11.00000.12711.621.003.0000.0000.00	DOMINION ENERGY WEST VIRGINIA	37.47	8/19/22	236068
11.00000.12321.583.001.0000.0000.00	NE\ DONNA HAGE	643.18	8/30/22	236175
11.00000.12321.321.001.0000.0000.00	DONNA JO METZ	1,055.79	8/16/22	236003
11.00000.12791.816.003.0000.0000.00	DOUGLAS WYATT	53.75	8/30/22	236176
11.00000.12611.411.216.0000.0000.00	DOWNS PUBLIC SERVICE DISTRICT	334.68	8/29/22	236162
11.00000.12611.411.503.0000.0000.00	DOWNS PUBLIC SERVICE DISTRICT	733.42	8/29/22	236162
11.00000.12611.411.701.0000.0000.00	DOWNS PUBLIC SERVICE DISTRICT	314.32	8/29/22	236162
11.00000.12611.812.216.0000.0000.00	DOWNS PUBLIC SERVICE DISTRICT	11.62	8/29/22	236162
11.00000.12611.812.503.0000.0000.00	DOWNS PUBLIC SERVICE DISTRICT	24.40	8/29/22	236162
11.00000.12611.812.701.0000.0000.00	DOWNS PUBLIC SERVICE DISTRICT	10.46	8/29/22	236162
61.88210.13121.431.304.0000.0000.00	DUNN'S REFRIGERATION &	37.00	8/23/22	236115
11.00000.12411.891.501.0000.0000.00	EAST FAIRMONT HIGH SCHOOL	126.00	8/23/22	236099
11.00000.12411.891.501.0000.0000.00	EAST FAIRMONT HIGH SCHOOL	384.00	8/23/22	236099
11.00000.11111.519.501.0000.0000.00	EAST FAIRMONT HIGH SCHOOL	17,000.00	8/26/22	236144
11.00000.11111.611.501.0000.0000.00	EAST FAIRMONT HIGH SCHOOL	1,500.00	8/26/22	236144
11.00000.11111.519.402.0000.0000.00	EAST FAIRMONT MIDDLE SCHOOL	1,000.00	8/26/22	236145
11.00000.31391.581.701.0000.0000.00	EXXONMOBIL CARD SERVICES	16.77-	8/23/22	236100
11.00000.31391.581.701.0000.0000.00	EXXONMOBIL CARD SERVICES	261.50	8/23/22	236100
11.00000.31391.582.701.0000.0000.00	EXXONMOBIL CARD SERVICES	85.00	8/23/22	236100
61.43910.21210.582.001.0000.0000.00	NE\ EXXONMOBIL CARD SERVICES	71.49	8/23/22	236100
11.00000.12321.611.001.0000.0000.00	FAIR MOUNTAIN ARTS LLC	1,636.25	8/16/22	236004
11.00000.11111.519.502.0000.0000.00	FAIRMONT SENIOR HIGH SCHOOL	15,000.00	8/26/22	236146
11.00000.11111.611.502.0000.0000.00	FAIRMONT SENIOR HIGH SCHOOL	1,500.00	8/26/22	236146
11.00000.11111.519.302.0000.0000.00	FAIRVIEW MIDDLE SCHOOL	1,000.00	8/26/22	236147
11.00000.11111.611.306.2320.0000.00	FAWLEY MUSIC COMPANY	272.98	8/25/22	236130
11.00000.12621.431.002.0000.0000.00	FOUNDATION BUILDING MATERIALS	1,131.00	8/17/22	236026
11.00000.12621.431.402.0000.0000.00	FOUNDATION BUILDING MATERIALS	517.00	8/17/22	236026
11.00000.12621.431.402.0000.0000.00	FOUNDATION BUILDING MATERIALS	1,210.40	8/17/22	236026
11.00000.12611.532.001.0000.0000.00	FRONTIER	38.79	8/29/22	236163
11.00000.12321.582.001.0000.0000.00	GEORGE C. BOYLES	124.02	8/30/22	236177
11.00000.12621.431.502.0000.0000.00	GEORGE L. WILSON & CO., INC.	27.57	8/15/22	235978
11.00000.12621.431.502.0000.0000.00	GEORGE L. WILSON & CO., INC.	44.36	8/15/22	235978
11.00000.12211.582.001.0000.0000.00	GINA DELORENZO	329.64	8/30/22	236178
11.00000.12621.431.002.0000.0000.00	GLOBAL INDUSTRIAL	135.39	8/15/22	235988
61.41210.12170.611.001.0000.0000.00	HALO BRANDED SOLUTIONS, INC.	665.20	8/18/22	236054
11.00000.11111.653.001.2700.0000.00	HARRIS SCHOOL SOLUTIONS	15,515.00	8/19/22	236066
11.00000.12621.431.002.0000.0000.00	HEALTHWORKS REHAB & FITNESS	63,218.75	8/25/22	236133
11.00000.12621.431.002.0000.0000.00	HEALTHWORKS REHAB & FITNESS	63,218.75	8/25/22	236133
11.00000.11111.581.001.0000.0000.00	HENRY BLOSSER	81.25	8/16/22	235997
11.00000.12621.431.002.0000.0000.00	HILLBILLY TRUCK REPAIR LLC	220.80	8/15/22	235979
61.88210.13121.431.206.0000.0000.00	HOBART SALES & SERVICE	119.50	8/17/22	236014
61.88310.13121.431.211.0000.0000.00	HOBART SALES & SERVICE	297.36	8/17/22	236014
61.88310.13121.431.212.0000.0000.00	HOBART SALES & SERVICE	458.60	8/17/22	236014
61.88712.13121.733.206.0000.0000.00	HOOTEN EQUIPMENT COMPANY LLC	8,280.00	8/17/22	236015
61.88215.13121.733.102.0000.0000.00	HOOTEN EQUIPMENT COMPANY LLC	15,841.00	8/25/22	236131
61.41210.12213.611.001.0000.0000.00	IDEASTAGE PROMOTIONS LLC	367.14	8/22/22	236093
61.88310.13121.636.006.0000.0000.00	IDENTIMETRICS	741.00	8/17/22	236016
11.00000.83332.341.001.0000.0000.00	INNOCORP, LTD	1,497.90	8/16/22	236005
11.00000.12213.582.503.0000.0000.00	NE\ JAMES GREENE	185.00	8/30/22	236179
11.00000.12213.582.502.0000.0000.00	NE\ JANNIFER STARK	135.00	8/30/22	236180

DEFAULT ACCOUNT NUMBER	VENDOR NAME	AMOUNT OF CHECK	CHECK DATE	CHECK NUMBER
11.00000.12321.582.003.0000.0000.00	NEI JOHN WILLIAMS	60.00	8/30/22	236181
11.00000.12321.583.003.0000.0000.00	NEI JOHN WILLIAMS	192.42	8/30/22	236181
11.01000.11111.831.001.0000.0000.00	JUSTTECH, LLC	223.00	8/18/22	236055
11.00000.83332.341.001.0000.0000.00	KARI PRICE	57.88	8/16/22	236006
11.00000.12211.582.001.0000.0000.00	KATHY JACQUEZ	160.50	8/30/22	236182
11.00000.11111.581.001.0000.0000.00	KEITH DAVIS	102.50	8/16/22	235998
11.00000.12510.321.001.0000.0000.00	KEV GROUP, INC.	20,830.00	8/18/22	236040
11.00000.12791.666.003.0000.0000.00	KING'S TIRE SERVICE, INC.	1,994.00	8/22/22	236081
11.00000.12791.666.003.0000.0000.00	KING'S TIRE SERVICE, INC.	1,994.00	8/22/22	236081
11.00000.12791.666.003.0000.0000.00	KING'S TIRE SERVICE, INC.	2,002.00	8/22/22	236081
61.88310.13121.636.006.0000.0000.00	KNIGHTS OF COLUMBUS	450.00	8/23/22	236111
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	532.80	8/18/22	236057
61.46210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	170.05	8/18/22	236042
61.46210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	170.05	8/18/22	236042
61.46210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	170.05	8/18/22	236042
61.46210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	170.05	8/18/22	236042
61.46210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	464.55	8/18/22	236042
61.46210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	464.55	8/18/22	236042
61.46210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	1,136.17	8/18/22	236042
61.46210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	1,136.17	8/18/22	236042
61.46210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	1,600.72	8/18/22	236042
61.46210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	2,235.00	8/18/22	236042
61.46210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	2,405.05	8/18/22	236042
61.46210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	2,405.05	8/18/22	236042
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	221.50	8/19/22	236071
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	37.99	8/22/22	236094
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	635.98	8/22/22	236094
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	502.38	8/23/22	236104
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	510.59	8/23/22	236104
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	747.57	8/23/22	236104
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	26.59	8/25/22	236132
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	206.10	8/25/22	236132
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	843.28	8/25/22	236132
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	234.68	8/29/22	236164
61.41210.11111.611.001.0000.0000.00	LAKESHORE LEARNING MATERIALS	822.57	8/29/22	236164
11.00000.12791.541.003.0000.0000.00	LAMAR BILLBOARD/OUTDOOR ADS.	1,050.00	8/23/22	236110
61.41210.11111.611.001.0000.0000.00	LEARNING RESOURCES, INC. AND	14.61	8/18/22	236058
61.41210.11111.611.001.0000.0000.00	LEARNING RESOURCES, INC. AND	121.75	8/18/22	236058
61.43210.21210.582.001.0000.0000.00	LISA BOYLE	75.00	8/30/22	236183
11.00000.12621.431.001.0000.0000.00	LOWE'S	270.68	8/19/22	236072
11.00000.12621.431.002.0000.0000.00	LOWE'S	179.55	8/19/22	236072
11.00000.12621.431.002.0000.0000.00	LOWE'S	265.60	8/19/22	236072
11.00000.12621.431.002.0000.0000.00	LOWE'S	536.45	8/19/22	236072
71.52150.11111.611.503.0000.0000.00	LOWE'S	217.12	8/19/22	236072
11.00000.12621.431.002.0000.0000.00	LOWE'S	230.71	8/22/22	236095
11.00000.12621.431.002.0000.0000.00	LOWE'S	232.55	8/22/22	236095
11.00000.12621.431.002.0000.0000.00	LOWE'S	479.00	8/22/22	236095
11.00000.12134.582.001.0000.0000.00	NEI MANDY BOYLEN	495.75	8/30/22	236184
11.00000.12621.441.303.0000.0000.00	MANNINGTON BOARD OF PARKS &	12,000.00	8/18/22	236041
11.00000.11111.519.303.0000.0000.00	MANNINGTON MIDDLE SCHOOL	1,000.00	8/26/22	236148
61.88221.13121.634.006.0000.0000.00	MANNINGTON PRICE CUTTER	10.47	8/17/22	236020
11.00000.12611.421.005.0000.0000.00	MANNINGTON REFUSE LLC	675.25	8/29/22	236165
11.00000.12611.421.303.0000.0000.00	MANNINGTON REFUSE LLC	675.25	8/29/22	236165

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DEFAULT ACCOUNT NUMBER	VENDOR NAME	AMOUNT OF CHECK	CHECK DATE	CHECK NUMBER
11.00000.12311.581.001.0000.0000.00	MARION COUNTY CHAMBER OF	1,180.00	8/16/22	236007
11.00000.11111.212.001.0000.0000.00	MARION COUNTY DENTAL/VISION	10,845.08	8/12/22	235969
11.00000.11111.213.001.0000.0000.00	MARION COUNTY DENTAL/VISION	3,110.80	8/12/22	235969
11.00000.11111.212.001.0000.0000.00	MARION COUNTY DENTAL/VISION	16,197.25	8/19/22	236067
11.00000.11111.213.001.0000.0000.00	MARION COUNTY DENTAL/VISION	4,430.25	8/19/22	236067
11.00000.11111.212.001.0000.0000.00	MARION COUNTY DENTAL/VISION	18,685.60	8/26/22	236154
11.00000.11111.213.001.0000.0000.00	MARION COUNTY DENTAL/VISION	4,970.00	8/26/22	236154
61.88310.13121.636.006.0000.0000.00	MARION COUNTY HEALTH DEPT.	375.00	8/24/22	236118
11.00000.12661.341.001.0000.0000.00	MARION COUNTY POLICE RESERVES	200.00	8/16/22	236011
11.00000.12661.341.501.0000.0000.00	MARION COUNTY POLICE RESERVES	924.00	8/16/22	236011
11.00000.12661.341.501.0000.0000.00	MARION COUNTY POLICE RESERVES	1,596.00	8/16/22	236011
11.00000.12661.341.502.0000.0000.00	MARION COUNTY POLICE RESERVES	1,680.00	8/16/22	236011
11.00000.00479.004.000.0000.0000.00	MARION COUNTY SCHOOL EMPLOYEI	9,453.31	8/17/22	236022
61.00000.00479.004.000.0000.0000.00	MARION COUNTY SCHOOL EMPLOYEI	1,675.44	8/17/22	236022
61.41210.12213.321.001.0000.0000.00	MARY JANE MERENDINO	1,000.00	8/23/22	236105
11.00000.12791.667.003.0000.0000.00	MATHESON TRI-GAS, INC.	270.17	8/22/22	236091
11.00000.12651.431.002.0000.0000.00	MATHESON TRI-GAS, INC.	44.35	8/26/22	236158
61.88310.13121.636.006.0000.0000.00	MCM BUSINESS SYSTEMS	515.98	8/17/22	236013
11.00000.12621.431.002.0000.0000.00	MIDDLETOWN TRACTOR SALES	66.52	8/15/22	235981
11.00000.12621.431.002.0000.0000.00	MIDDLETOWN TRACTOR SALES	139.99	8/15/22	235981
11.00000.12621.431.002.0000.0000.00	MIDDLETOWN TRACTOR SALES	179.16	8/15/22	235981
11.00000.12621.431.002.0000.0000.00	MIDDLETOWN TRACTOR SALES	299.48	8/15/22	235981
11.00000.12621.431.002.0000.0000.00	MIDDLETOWN TRACTOR SALES	319.70	8/15/22	235981
11.00000.12621.431.002.0000.0000.00	MIDDLETOWN TRACTOR SALES	392.71	8/15/22	235981
11.00000.12621.431.002.0000.0000.00	MIDDLETOWN TRACTOR SALES	476.29	8/23/22	236106
11.00000.12621.431.002.0000.0000.00	MIDDLETOWN TRACTOR SALES	699.93	8/24/22	236119
11.00000.12621.431.214.0000.0000.00	MIDDLETOWN TRACTOR SALES	4.58	8/24/22	236119
11.00000.12621.431.214.0000.0000.00	MIDDLETOWN TRACTOR SALES	87.80	8/24/22	236119
11.00000.12621.431.101.0000.0000.00	MILLER'S HARDWARE, LLC	39.95	8/15/22	235982
11.00000.12621.431.503.0000.0000.00	MILLER'S HARDWARE, LLC	32.34	8/15/22	235982
11.00000.12611.622.102.0000.0000.00	MON POWER	189.56	8/18/22	236036
11.00000.12611.622.303.0000.0000.00	MON POWER	894.46	8/18/22	236036
11.00000.12611.622.306.0000.0000.00	MON POWER	11,993.31	8/18/22	236036
11.00000.12611.622.005.0000.0000.00	MON POWER	12.71	8/19/22	236070
11.00000.12611.622.501.0000.0000.00	MON POWER	16,863.78	8/22/22	236092
11.00000.12611.622.502.0000.0000.00	MON POWER	5,474.61	8/22/22	236092
11.00000.12611.622.503.0000.0000.00	MON POWER	9,954.57	8/22/22	236092
11.00000.12611.622.701.0000.0000.00	MON POWER	4,266.24	8/22/22	236092
11.00000.12611.622.402.0000.0000.00	MON POWER	8,235.69	8/25/22	236128
11.00000.11111.519.304.0000.0000.00	MONONGAH MIDDLE SCHOOL	1,000.00	8/26/22	236149
11.00000.12621.431.002.0000.0000.00	MOUNTAIN TOP SMALL ENGINE	102.79	8/15/22	235983
11.00000.12621.431.002.0000.0000.00	MOUNTAIN TOP SMALL ENGINE	215.57	8/24/22	236121
61.88310.13121.636.006.0000.0000.00	MPB PRINT & SIGN SUPERSTORE	1,665.00	8/17/22	236017
11.00000.11111.551.001.2740.0000.00	MPB PRINT & SIGN SUPERSTORE	3,068.00	8/24/22	236120
11.00000.11111.551.001.2740.0000.00	MPB PRINT & SIGN SUPERSTORE	6,343.00	8/24/22	236120
11.00000.11111.551.001.2740.0000.00	MPB PRINT & SIGN SUPERSTORE	88.00	8/26/22	236155
11.00000.11111.551.001.2740.0000.00	MPB PRINT & SIGN SUPERSTORE	98.00	8/26/22	236155
11.00000.11111.551.001.2740.0000.00	MPB PRINT & SIGN SUPERSTORE	171.00	8/26/22	236155
11.00000.11111.551.001.2740.0000.00	MPB PRINT & SIGN SUPERSTORE	242.00	8/26/22	236155
11.00000.11111.551.001.2740.0000.00	MPB PRINT & SIGN SUPERSTORE	279.00	8/26/22	236155
11.00000.11111.551.001.2740.0000.00	MPB PRINT & SIGN SUPERSTORE	287.00	8/26/22	236155
11.00000.11111.551.001.2740.0000.00	MPB PRINT & SIGN SUPERSTORE	441.00	8/26/22	236155
11.00000.11111.551.001.2740.0000.00	MPB PRINT & SIGN SUPERSTORE	460.00	8/26/22	236155

DEFAULT ACCOUNT NUMBER	VENDOR NAME	AMOUNT OF CHECK	CHECK DATE	CHECK NUMBER
11.00000.11111.551.001.2740.0000.00	MPB PRINT & SIGN SUPERSTORE	460.00	8/26/22	236155
11.00000.11111.551.001.2740.0000.00	MPB PRINT & SIGN SUPERSTORE	634.00	8/26/22	236155
11.00000.11111.551.001.2740.0000.00	MPB PRINT & SIGN SUPERSTORE	758.00	8/26/22	236155
61.88221.13121.634.006.0000.0000.00	MULTITUDE FOODS, LLC	1,306.25	8/17/22	236018
61.88221.13121.634.006.0000.0000.00	MULTITUDE FOODS, LLC	2,018.75	8/17/22	236018
11.00000.00101.001.000.0000.0000.00	MVB BANK, INC.	100.00	8/11/22	235968
11.00000.11111.611.001.0000.0000.00	MYEYEDR.	139.10	8/19/22	236073
11.00000.12321.611.001.0000.0000.00	NEOLA, INC.	1,395.00	8/16/22	236008
11.00000.11111.519.503.0000.0000.00	NORTH MARION HIGH SCHOOL	17,000.00	8/26/22	236150
11.00000.11111.611.503.0000.0000.00	NORTH MARION HIGH SCHOOL	1,500.00	8/26/22	236150
11.00000.12621.431.001.0000.0000.00	O.C. CLUSS LUMBER COMPANY	52.40	8/15/22	235984
11.00000.12621.431.001.0000.0000.00	O.C. CLUSS LUMBER COMPANY	357.15	8/15/22	235984
11.00000.12621.431.002.0000.0000.00	O.C. CLUSS LUMBER COMPANY	55.80	8/15/22	235984
11.00000.12621.431.214.0000.0000.00	O.C. CLUSS LUMBER COMPANY	163.35	8/15/22	235984
11.00000.12621.431.215.0000.0000.00	O.C. CLUSS LUMBER COMPANY	23.00	8/15/22	235984
11.00000.12621.431.002.0000.0000.00	O.C. CLUSS LUMBER COMPANY	41.95	8/17/22	236027
11.00000.12621.431.101.0000.0000.00	O.C. CLUSS LUMBER COMPANY	506.00	8/24/22	236122
11.00000.12621.431.501.0000.0000.00	O.C. CLUSS LUMBER COMPANY	25.75-	8/25/22	236134
11.00000.12621.431.501.0000.0000.00	O.C. CLUSS LUMBER COMPANY	75.90	8/25/22	236134
11.00000.12621.431.501.0000.0000.00	O.C. CLUSS LUMBER COMPANY	97.90	8/25/22	236134
11.00000.12621.431.501.0000.0000.00	O.C. CLUSS LUMBER COMPANY	627.05	8/25/22	236134
11.00000.12791.667.003.0000.0000.00	O'REILLY AUTO PARTS	41.76	8/22/22	236083
61.41210.11111.611.001.0000.0000.00	ORIENTAL TRADING COMPANY, INC.	29.99	8/19/22	236074
61.41210.11111.611.001.0000.0000.00	ORIENTAL TRADING COMPANY, INC.	425.13	8/19/22	236074
61.41210.11111.611.001.0000.0000.00	ORIENTAL TRADING COMPANY, INC.	147.70	8/24/22	236123
61.41210.11111.611.001.0000.0000.00	ORIENTAL TRADING COMPANY, INC.	252.91	8/25/22	236136
11.00000.12791.582.003.0000.0000.00	PA TURNPIKE TOLL BY PLATE	36.40	8/22/22	236084
11.00000.12621.431.002.0000.0000.00	PARCO PROPANE	57.46	8/25/22	236137
11.00000.12621.431.002.0000.0000.00	PHILLIPS SUPPLY COMPANY, INC.	97.37	8/15/22	235985
11.00000.12621.431.011.0000.0000.00	PIONEER MANUFACTURING CO.	2,612.20	8/15/22	235986
61.92130.11111.611.001.0000.0000.00	PITSCO EDUCATION, LLC	53.75	8/18/22	236043
61.92130.11111.611.001.0000.0000.00	PITSCO EDUCATION, LLC	190.00	8/18/22	236043
61.92130.11111.611.001.0000.0000.00	PITSCO EDUCATION, LLC	2,704.00	8/18/22	236043
61.88310.13121.831.006.0000.0000.00	PURCHASE POWER	2,500.00	8/23/22	236113
11.00000.12621.431.001.0000.0000.00	R.M. HUFFMAN COMPANY	5,835.00	8/15/22	235989
11.00000.12621.431.501.0000.0000.00	R.M. HUFFMAN COMPANY	5,351.00	8/15/22	235989
61.41210.12170.611.001.0000.0000.00	RAYMOND GEDDES & COMPANY, INC.	5,250.00	8/22/22	236096
61.41210.12170.611.001.0000.0000.00	RAYMOND GEDDES & COMPANY, INC.	1,050.00	8/24/22	236124
61.41210.12170.611.001.0000.0000.00	RAYMOND GEDDES & COMPANY, INC.	1,500.00	8/25/22	236138
61.41210.11111.611.001.0000.0000.00	REALLY GOOD STUFF, LLC	1,127.93	8/18/22	236053
61.14210.11111.611.205.0000.0000.00	REALLY GOOD STUFF, LLC	209.99	8/19/22	236065
61.14210.11111.611.205.0000.0000.00	REALLY GOOD STUFF, LLC	229.99	8/19/22	236065
11.00000.11111.581.001.0000.0000.00	RICHARD STANLEY	131.25	8/16/22	235999
11.00000.11111.519.102.0000.0000.00	RIVESVILLE ELEMENTARY/	1,000.00	8/26/22	236151
11.00000.12791.816.003.0000.0000.00	ROBERT DYE	53.75	8/30/22	236185
11.00000.12621.431.211.0000.0000.00	ROTUNDA	1,200.00	8/15/22	235990
11.00000.12621.431.002.0000.0000.00	RUSH ENTERPRISES	2,945.00	8/22/22	236097
11.00000.12621.431.306.0000.0000.00	RUSH ENTERPRISES	3,595.00	8/24/22	236125
61.02210.21210.611.001.0000.0000.00	SAM'S CLUB	72.18	8/25/22	236139
61.92145.11111.611.302.0000.0000.00 NEV	SANDRA CRESS	875.58	8/30/22	236186
11.00000.12621.431.001.0000.0000.00	SCALISE INDUSTRIES CORPORATION	3,454.00	8/15/22	235991
11.00000.12621.431.002.0000.0000.00	SCALISE INDUSTRIES CORPORATION	46,727.00	8/17/22	236033
11.00000.12621.431.002.0000.0000.00	SCALISE INDUSTRIES CORPORATION	46,727.00	8/17/22	236033



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DEFAULT ACCOUNT NUMBER	VENDOR NAME	AMOUNT OF CHECK	CHECK DATE	CHECK NUMBER
11.00000.12621.431.002.0000.0000.00	SCALISE INDUSTRIES CORPORATION	774.85	8/24/22	236126
11.00000.12621.431.002.0000.0000.00	SCALISE INDUSTRIES CORPORATION	800.00	8/26/22	236156
11.00000.12621.431.002.0000.0000.00	SCALISE INDUSTRIES CORPORATION	2,246.85	8/26/22	236156
61.41210.11111.611.001.0000.0000.00	SCHOLASTIC, INC.	348.00	8/18/22	236059
61.41210.11111.611.001.0000.0000.00	SCHOLASTIC, INC.	2,437.24	8/18/22	236060
61.41210.11111.611.001.0000.0000.00	SCHOLASTIC, INC.	137.26	8/23/22	236107
11.00000.12621.431.002.0000.0000.00	SHARE CORPORATION	256.16	8/15/22	235992
11.00000.12621.431.002.0000.0000.00	SHARE CORPORATION	1,025.69	8/17/22	236028
11.00000.12711.591.003.0000.0000.00	SMART HORIZONS	45.00	8/22/22	236087
11.00000.12321.524.001.0000.0000.00	SMITH-CARPENTER AGENCY, INC.	383.00	8/30/22	236169
61.88221.13121.634.006.0000.0000.00	SOUTH FAIRMONT PRICE CUTTER	19.98	8/17/22	236019
11.00000.12621.431.002.0000.0000.00	SPECIALTY CHEMICAL COMPANY	1,415.92	8/15/22	235993
11.00000.12621.431.002.0000.0000.00	SPECIALTY CHEMICAL COMPANY	328.40	8/18/22	236061
61.88221.13121.634.006.0000.0000.00	SPEEDWAY MARKET, LLC	60.97	8/17/22	236021
61.88221.13121.634.006.0000.0000.00	SPEEDWAY MARKET, LLC	84.00	8/17/22	236021
11.00000.12321.611.001.0000.0000.00	SPEEDWAY MARKET, LLC	5.99	8/18/22	236045
11.00000.12321.611.001.0000.0000.00	SPEEDWAY MARKET, LLC	10.00	8/18/22	236045
11.00000.12321.611.001.0000.0000.00	SPEEDWAY MARKET, LLC	10.00	8/18/22	236045
11.00000.12321.611.001.0000.0000.00	SPEEDWAY MARKET, LLC	10.00	8/18/22	236045
11.00000.12321.611.001.0000.0000.00	SPEEDWAY MARKET, LLC	14.60	8/18/22	236045
11.00000.12321.611.001.0000.0000.00	SPEEDWAY MARKET, LLC	18.60	8/18/22	236045
11.00000.12711.532.003.0000.0000.00	SPRINT	64.12	8/19/22	236075
11.00000.12791.532.003.0000.0000.00	STALEY COMMUNICATION, INC.	940.00	8/22/22	236088
11.00000.12621.431.102.0000.0000.00	STATE ELECTRIC SUPPLY CO. INC.	50.00	8/17/22	236034
11.00000.12611.431.001.0000.0000.00	TATE COMMUNICATIONS, LLC	136.50	8/19/22	236069
11.00000.12611.431.001.0000.0000.00	TATE COMMUNICATIONS, LLC	816.24	8/19/22	236069
11.00000.12611.431.006.0000.0000.00	NEI TATE COMMUNICATIONS, LLC	3,125.47	8/19/22	236069
11.00000.12611.431.214.0000.0000.00	NEI TATE COMMUNICATIONS, LLC	136.50	8/19/22	236069
61.41210.12213.611.001.0000.0000.00	TEACHER CREATED MATERIALS, INC	6,593.40	8/18/22	236062
11.00000.12621.431.002.0000.0000.00	THE OP SHOP, INC.	122.00	8/15/22	235980
11.00000.12791.611.003.0000.0000.00	THE OP SHOP, INC.	465.00	8/22/22	236082
61.41170.11111.582.999.0000.0000.00	THELMA JEAN HINZMAN	188.93	8/30/22	236187
61.41170.11111.582.999.0000.0000.00	THELMA JEAN HINZMAN	262.46	8/30/22	236187
11.00000.12139.341.501.0000.0000.00	NEI THOMAS GUTSHALL	225.00	8/30/22	236170
11.00000.12321.611.001.0000.0000.00	TIMES WEST VIRGINIAN	311.88	8/16/22	236009
11.00000.83332.341.001.0000.0000.00	TINA COWGER	28.88	8/19/22	236076
11.00000.12621.431.002.0000.0000.00	TK ELEVATOR CORPORATION	923.05	8/18/22	236046
11.00000.12621.431.002.0000.0000.00	TNT INDUSTRIAL SUPPLY LLC	87.23	8/15/22	235994
11.00000.12791.667.003.0000.0000.00	TNT INDUSTRIAL SUPPLY LLC	124.83	8/22/22	236089
11.00000.12621.431.002.0000.0000.00	TOOTHMAN & SOWERS FORD	73.02	8/17/22	236029
11.00000.12510.321.001.0000.0000.00	TRA, INC.	12,225.24	8/18/22	236047
11.00000.12791.667.003.0000.0000.00	TRANSPORTATION ACCESSORIES CO	108.31	8/22/22	236090
61.41110.12170.611.216.0000.0000.00	TREASURE BAY, INC.	466.28	8/29/22	236166
61.46210.11111.611.000.0000.0000.00	TWO BY TWO CHARACTER DEVELOP.	1,050.00	8/24/22	236127
61.46210.11111.611.000.0000.0000.00	TWO BY TWO CHARACTER DEVELOP.	1,050.00	8/24/22	236127
61.46210.11111.611.000.0000.0000.00	TWO BY TWO CHARACTER DEVELOP.	1,050.00	8/24/22	236127
61.46210.11111.611.000.0000.0000.00	TWO BY TWO CHARACTER DEVELOP.	4,544.78	8/24/22	236127
61.46210.11111.611.000.0000.0000.00	TWO BY TWO CHARACTER DEVELOP.	4,544.78	8/24/22	236127
61.46210.11111.611.000.0000.0000.00	TWO BY TWO CHARACTER DEVELOP.	4,544.78	8/24/22	236127
61.88221.13121.632.006.0000.0000.00	UNITED DAIRY, INC.	23.35	8/23/22	236114
61.88221.13121.632.006.0000.0000.00	UNITED DAIRY, INC.	41.28	8/23/22	236114
61.88221.13121.632.006.0000.0000.00	UNITED DAIRY, INC.	67.11	8/23/22	236114
61.88221.13121.632.006.0000.0000.00	UNITED DAIRY, INC.	93.91	8/23/22	236114
61.88221.13121.632.006.0000.0000.00	UNITED DAIRY, INC.	187.06	8/23/22	236114

DEFAULT ACCOUNT NUMBER	VENDOR NAME	AMOUNT OF CHECK	CHECK DATE	CHECK NUMBER
11.00000.12611.341.002.0000.0000.00	UPC - WHITEHALL MEDICAL	45.00	8/23/22	236108
11.00000.12611.341.002.0000.0000.00	UPC - WHITEHALL MEDICAL	250.00	8/23/22	236108
11.00000.12791.341.003.0000.0000.00	UPC - WHITEHALL MEDICAL	2,860.00	8/23/22	236108
11.00000.12791.341.003.0000.0000.00	UPC - WHITEHALL MEDICAL	3,665.00	8/23/22	236108
11.00000.21223.341.001.0000.0000.00	NEV UPSHUR COUNTY BOARD OF ED	6,517.87	8/23/22	236101
11.00000.12621.431.002.0000.0000.00	V & W ELECTRICAL SALES & SERV.	48.18	8/15/22	235995
11.00000.12621.431.207.0000.0000.00	V & W ELECTRICAL SALES & SERV.	609.42	8/15/22	235995
11.00000.12621.431.215.0000.0000.00	V & W ELECTRICAL SALES & SERV.	298.71	8/15/22	235995
11.00000.12621.431.205.0000.0000.00	V & W ELECTRICAL SALES & SERV.	129.43	8/26/22	236157
11.00000.12621.431.402.0000.0000.00	V & W ELECTRICAL SALES & SERV.	1,155.34	8/26/22	236157
11.00000.12621.431.501.0000.0000.00	V & W ELECTRICAL SALES & SERV.	183.20	8/26/22	236157
11.00000.12621.431.501.0000.0000.00	V & W ELECTRICAL SALES & SERV.	788.60	8/26/22	236157
71.43280.21210.653.001.0000.0000.00	VECTOR SOLUTIONS	3,129.00	8/18/22	236044
11.00000.14711.721.205.0000.0000.00	VERITAS CONTRACTING LLC	378,143.22	8/18/22	236048
11.00000.14711.721.205.0000.0000.00	VERITAS CONTRACTING LLC	471,149.54	8/18/22	236048
61.02210.21210.611.001.0000.0000.00	VERSA PRODUCTS INC.	520.91	8/18/22	236049
11.00000.11111.519.306.0000.0000.00	WEST FAIRMONT MIDDLE SCHOOL	1,000.00	8/26/22	236152
11.00000.12621.431.205.0000.0000.00	WHOLESALE CARPET OUTLET, INC.	8,504.76	8/17/22	236030
61.43110.22213.331.001.0000.0000.00	WILLIAM C MARTINEZ, LLC	7,500.00	8/18/22	236051
11.00000.12321.611.001.0000.0000.00	WINNER'S CHOICE, INC.	10.00	8/16/22	236010
11.00000.12321.611.001.0000.0000.00	WINNER'S CHOICE, INC.	112.00	8/16/22	236010
11.00000.12621.431.001.0000.0000.00	WNA ENGINEERING, INC.	2,500.00	8/25/22	236140
11.00000.12621.431.402.0000.0000.00	WNA ENGINEERING, INC.	9,800.00	8/25/22	236140
11.00000.11131.569.001.2700.0000.00	NEV WV ADJUTANT GENERAL	30,542.67	8/18/22	236050
11.00000.12621.521.001.0000.0000.00	WV BOARD OF RISK AND	26,758.00	8/26/22	236142
11.00000.12711.523.003.0000.0000.00	WV BOARD OF RISK AND	112,318.00	8/26/22	236142
11.00000.12661.341.001.0000.0000.00	WV POLICE RESERVE INC	200.00	8/16/22	236012
11.00000.12661.341.001.0000.0000.00	WV POLICE RESERVE INC	200.00	8/16/22	236012
11.00000.12661.341.211.0000.0000.00	WV POLICE RESERVE INC	1,050.00	8/16/22	236012
11.00000.12661.341.304.0000.0000.00	WV POLICE RESERVE INC	1,050.00	8/16/22	236012
11.00000.12661.341.503.0000.0000.00	WV POLICE RESERVE INC	1,680.00	8/16/22	236012
11.00000.11111.651.001.0000.0000.00	WVNET	300.00	8/25/22	236135
11.01000.11111.831.001.0000.0000.00	XEROX FINANCIAL SERVICES	1,020.11	8/26/22	236159
11.01000.11111.831.002.0000.0000.00	XEROX FINANCIAL SERVICES	120.59	8/26/22	236159
11.01000.11111.831.003.0000.0000.00	XEROX FINANCIAL SERVICES	120.59	8/26/22	236159
11.01000.11111.831.101.0000.0000.00	XEROX FINANCIAL SERVICES	360.72	8/26/22	236159
11.01000.11111.831.102.0000.0000.00	XEROX FINANCIAL SERVICES	243.65	8/26/22	236159
11.01000.11111.831.205.0000.0000.00	XEROX FINANCIAL SERVICES	360.72	8/26/22	236159
11.01000.11111.831.206.0000.0000.00	XEROX FINANCIAL SERVICES	243.65	8/26/22	236159
11.01000.11111.831.207.0000.0000.00	XEROX FINANCIAL SERVICES	242.78	8/26/22	236159
11.01000.11111.831.209.0000.0000.00	XEROX FINANCIAL SERVICES	243.65	8/26/22	236159
11.01000.11111.831.211.0000.0000.00	XEROX FINANCIAL SERVICES	243.65	8/26/22	236159
11.01000.11111.831.212.0000.0000.00	XEROX FINANCIAL SERVICES	242.78	8/26/22	236159
11.01000.11111.831.214.0000.0000.00	XEROX FINANCIAL SERVICES	243.65	8/26/22	236159
11.01000.11111.831.215.0000.0000.00	XEROX FINANCIAL SERVICES	242.78	8/26/22	236159
11.01000.11111.831.216.0000.0000.00	XEROX FINANCIAL SERVICES	241.89	8/26/22	236159
11.01000.11111.831.302.0000.0000.00	XEROX FINANCIAL SERVICES	242.78	8/26/22	236159
11.01000.11111.831.303.0000.0000.00	XEROX FINANCIAL SERVICES	243.65	8/26/22	236159
11.01000.11111.831.304.0000.0000.00	XEROX FINANCIAL SERVICES	242.78	8/26/22	236159
11.01000.11111.831.306.0000.0000.00	XEROX FINANCIAL SERVICES	241.18	8/26/22	236159
11.01000.11111.831.402.0000.0000.00	XEROX FINANCIAL SERVICES	364.24	8/26/22	236159
11.01000.11111.831.501.0000.0000.00	XEROX FINANCIAL SERVICES	364.24	8/26/22	236159
11.01000.11111.831.502.0000.0000.00	XEROX FINANCIAL SERVICES	487.30	8/26/22	236159

9-3007

DEFAULT ACCOUNT NUMBER	VENDOR NAME	AMOUNT OF CHECK	CHECK DATE	CHECK NUMBER
11.01000.11111.831.503.0000.0000.00	XEROX FINANCIAL SERVICES	364.24	8/26/22	236159
11.01000.11111.831.504.0000.0000.00	XEROX FINANCIAL SERVICES	118.83	8/26/22	236159
11.01000.11111.831.701.0000.0000.00	XEROX FINANCIAL SERVICES	242.78	8/26/22	236159
11.01000.11111.831.716.0000.0000.00	XEROX FINANCIAL SERVICES	120.59	8/26/22	236159
11.01000.11111.831.701.0000.0000.00	XEROX FINANCIAL SERVICES	587.45	8/29/22	236167
61.41210.12213.583.206.0000.0000.00	NE' YVETTE CASDORPH	935.23	8/30/22	236188



17-5001

Book Policy Manual

Section Board Approve 09-19-22 - Vol. 14, No. 1 - February 2022

Title Copy of NEW - Vol. 14, No. 1 - February 2022 - ACCOUNTING SYSTEM FOR CAPITAL ASSETS

Code po7455

Status

#### 7455 - ACCOUNTING SYSTEM FOR CAPITAL ASSETS

The Board shall maintain a capital asset accounting system. The capital asset system shall maintain sufficient information to permit the following:

- A. ~~(-)~~ the preparation of year-end financial statements in accordance with generally-accepted, accounting principles
- B. ~~(-)~~adequate insurance coverage
- C. ~~(-)~~control and accountability

The Finance Department shall be responsible for the development and maintenance of the capital asset accounting system. The Treasurer shall develop procedures to ensure compliance with all capital asset policies. Each Department shall be assigned capital asset responsibilities.

Capital assets are defined as those tangible assets of the District system with a useful life in excess of one (1) year and an initial cost equal to or exceeding ~~(-) \$5,000.00~~ **[not more than \$5000.00] (-) the limit established pursuant to the Federal Grant Guidelines [END OF OPTION]**. Some items may be identified as controlled assets that, although they do not meet all capital asset criteria, are to be recorded on the ~~fixed-asset~~ capital asset system to maintain control.

Capital assets shall be classified as follows:

- A. land
- B. building
- C. improvements other than building
- D. machinery and equipment
- E. furniture and fixtures
- F. vehicles
- G. plant (aerator)
- H. underground lines
- I. construction-in-progress

Leased fixed assets and assets which are jointly-owned shall be identified and recorded on the capital asset system.

Capital assets shall be recorded at historical cost or, if that amount is not practicably determinable, at estimated historical cost. The method(s) to be used to estimate historical cost shall be established by the Fair Market Value.

The purchase of capital assets, the transfer of capital assets between buildings, and the disposal of capital assets shall be initiated by the Department Head and require the prior written approval of the Treasurer. An asset to be disposed of by sale shall be done in accordance with Policy 7300 - Disposition of Real Property or Policy 7310 - Disposition of Personal Property.

In accordance with Generally Accepted Accounting Principles (GAAP), assets must be depreciated over their estimated useful lives and approved by the auditor.

Accumulated depreciation shall be calculated on a straight-line basis and be recorded for general capital assets.

The following information shall be maintained for all capital assets:

- A. description
- B. asset classification (land, building, equipment, etc.)
- C. location
- D. purchase price
- E. vendor
- F. date purchased
- G. voucher number
- H. estimated useful life
- I. estimated salvage value
- J. replacement cost
- K. accumulated depreciation
- L. method of acquisition (purchase, trade-in, lease, donated, etc.)
- M. appropriation
- N. manner of asset disposal

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Book	Policy Manual
Section	Volume 14, No.1 - February 2022 Draft
Title	Copy of PURCHASES
Code	po6320
Status	
Adopted	August 1, 2007
Last Revised	December 20, 2021

### 6320 - PURCHASES

This policy establishes the minimum system of purchasing rules and regulations that are to be followed by the County Board of Education.

This policy is to be used and followed by all personnel involved in the acquisition and disposal of commodities and services in the performance of their duties.

#### Introduction

- A. The overall objective of the purchasing function is to acquire the goods and services necessary to provide the essential services for which the Board is responsible.
- B. The Board is responsible for the purchasing, receiving, safeguarding, and disposing of all goods and services obtained for use by the County. This authority is hereby delegated to the Superintendent and his/her designated purchasing director.
- C. All procurement transactions shall be conducted in a manner that provides full and open competition, consistent with the ethical standards specified in State and Federal statutes, WV State Board of Education policy 8200, and all local practices and procedures.
- D. Procedures for the review of all proposed procurements shall be established to ensure that only necessary items are purchased.
- E. If written specifications are required, they shall be written in such a manner as to maximize and encourage competition.
- F. No Board member, officer or employee shall participate in the selection, award, or administration of a contract or purchase order with a related party, or where a conflict of interest, real or apparent, exists.
- G. No Board member, officer, or employee shall solicit or accept gratuities, favors, or anything of monetary value from contractors, vendors, or parties to any awards, agreements, or contracts. This prohibition does not apply to unsolicited gifts of nominal value, which is recognized by the West Virginia Ethics Commission to be a gift whose value is less than \$25.00 per year.
- H. Awards will be made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- I. The County will explore whether the goods and services being purchased are available from a statewide contract or a purchasing alliance, such as the Government Purchasing Alliance or the Southern Region Education Board, before going to the open market.

#### Purchase Responsibilities

- A. Pursuant to WV Code 11-8-26 no funds shall be expended or obligations incurred:
  1. in an unauthorized manner;
  2. for an unauthorized purpose;
  3. in excess of the amount allocated to the fund in the levy order;

4. in excess of the funds available for current expenses.

B. Pursuant to WV Code 18-9B-10, the Board shall:

1. authorize the expenditure of funds and incur obligations only in accordance with the budget and the expenditure schedule;
2. authorize transfers between items of appropriation only with the prior written approval of the State Board of Education.

### Requisitions and Purchase Orders

- A. Pursuant to the requirements of WV Code 18-9B-9, the County shall maintain a requisition and purchase order system on the West Virginia Education Information System (WVEIS) whereas as an approved, pre-numbered purchase order is issued to the successful vendor prior to an order for a commodity or service being placed.
- B. Purchase orders, are not required for refunds, reimbursement of travel expenses, the distribution of faculty senate funds to the individual schools in the County, and utilities.
- C. Purchases orders are also not required for purchases of commodities and services made through the use of the County's purchase card system. Pursuant to the requirements of WV 18-9B-9, and to maintain budgetary controls, the funds shall be encumbered in the West Virginia Education Information System (WVEIS). In addition, all requirements specified in Policy 6423, Vendor Issued Credit Cards, related to the purchase card program must be followed, including individual transaction limits, monthly transaction limits, and maximum number of transactions.
- D. A copy of each approved purchase order shall be retained for the file. The file copy may be retained either on paper or electronically and the original approval signatures must be available for subsequent review.
- E. No purchase order shall be issued in excess of the funds available in the current year or which obligate the funds of a subsequent year. Purchase order shall not be issued prior to the end of a fiscal year for delivery and payment after July 1, in excess of the amount available in the current year's budget.

### Open Ended Contracts, Price Agreements, and Blanket Purchase Orders

- A. The County shall use open-ended contracts, price agreements, or blanket purchase orders to obtain commodities or services of a repetitive nature rather than issue a purchase order for each individual purchase.
- B. The Superintendent or designated purchasing director may solicit requirements for similar commodities and services to determine the best methods for acquisition.
- C. Open-ended contracts or price agreements shall be used only in situations where the commodity and price are known through a competitive bid process, but the quantity needed is not, such as food products used by child nutrition program.
- D. Blanket purchase orders shall be used in situations where there is normally a large volume of small dollar purchases of a repetitive nature and it is difficult to determine in advance exactly which products are needed, such as in facility or vehicle maintenance activities. Whenever practical, blanket purchase orders should be issued, with consideration of the bidding requirements, on a periodic basis throughout the year, such as on a monthly or quarterly basis, to maintain budgetary controls.

### Purchases of Commodities and Services

- A. Commodities and services shall be purchased in accordance with the procedures specified in this section.
- B. The competitive method used is determined by the threshold limits below. These limits are based on the best estimate of the Superintendent or designated purchasing director at the time the bid prices are solicited.
- C. The threshold level to be used is determined by the total estimated cost of the item being purchased, which is the unit cost multiplied by the quantity.
- D. The bid method selected will be considered to be the appropriate method unless the lowest bid received exceeds the maximum dollar threshold of the bidding method selected by ten percent (10%). If the lowest bid exceeds the threshold by more than ten percent (10%), the bid must be re-bid using bid requirements with a higher dollar threshold level.
- E. Purchases shall not be separated into a series of separate requisitions or purchase orders, for the purpose of circumventing the applicable threshold limits of these competitive bidding procedures.
- F. Commodities may only be purchased from a retail outlet that charges a membership fee, when it is determined to be in the best interest of the County. The membership fee is another cost associated with the purchase and shall be taken into consideration in determining the total estimated cost. Membership fees shall not be paid for individual employees to

become members under any circumstances, nor shall a County's membership card be used by employees for personal purchases, even if the retail outlet does not charge an additional fee for employees to be members.

- G. Services may be procured without basing the selection of the vendor solely on price. The cost can be negotiated without the use of competitive bids; however, Requests for Proposals shall be utilized whenever possible and the County Board shall establish the procedures and criteria for evaluating the proposals received.
- H. If price is not the sole determining factor in making the selection, the Board must establish the procedures and criteria for evaluating the proposals received.
- I. Documentation of the criteria and selection process shall be retained for review. (See the Records Retention Schedule in AG 8310A for the period of time that the records must be retained.)

**Competitive Bid Threshold Limits:**

A. Purchases of commodities costing less than \$5,000:

1. Competitive bids are encouraged but not required.
2. An approved purchase order is required before the merchandise or service is ordered.

B. Purchases of commodities costing \$5,000 or more but less than \$10,000:

1. Competitive bids are required.
2. A minimum of three (3) verbal quotes must be obtained, whenever practical.
3. Bids may be solicited by telephone, internet, mail, or by visiting the vendor.
4. Documentation must be maintained of all quotes obtained, recording the name of the vendor, name of the vendor's representative, name of the County's representative seeking the quote, date, commodity, and price.
5. Refer to the Records Retention Manual issued by the Office of School Finance for the period of time that the documentation is to be retained.
6. A form for recording these quotes is provided in Form 6320 F1.
7. An approved purchase order is required before the merchandise or service is ordered.

C. Purchases of commodities costing \$10,000 or more but less than \$25,000:

1. Competitive bids are required.
2. A minimum of three (3) written bids must be obtained, whenever practical.
3. Bids may be solicited by telephone, internet, or mail, but a written bid must be submitted by the vendor.
4. A "no bid" is not to be considered a received bid, so sufficient requests should be solicited to assure that at least three (3) actual bids are received, whenever practical.
5. All bids received must be retained for public review and inspection during normal business hours. Refer to the Records Retention Manual issued by the Office of School Finance for the period of time that the bids are to be retained.
6. An approved purchase order is required before the merchandise or service is ordered.

D. Purchases of commodities costing \$25,000 or more but less than \$50,000:

1. Competitive bids are required and bids shall be solicited from at least three (3) known suppliers whenever practical, using advertising media such as newspapers, the internet, trade journals, purchasing bulletins, other media considered advisable, or mass mailings.
2. A good faith effort must be made to solicit as many competitive bids as practical, providing them adequate time to submit proposals.
3. The invitation for bids, must include all specifications and pertinent attachments, and shall define the items or services in order for the bidder to properly respond.
4. The Board may waive the requirement to advertise when a vendor is considered to be the sole source for the item being purchased, when it is determined to be in the best interest of the County, or when professional, technical, or

specialized services are being acquired under an agreement. All waivers shall be well documented and those based on a best interest determination shall be approved by the Superintendent.

5. Any and all bids may be rejected if there is a sound documented reason.
6. The request for bids shall be retained for public review and inspection during normal business hours. After the bid is awarded, all criteria and evaluations used in making the selection, as well as all bids received from vendors, must be retained for public review. (Refer to the Records Retention Manual issued by the Office of School Finance for the period of time that the bids are to be retained.)
7. An approved purchase order is required before the merchandise or service is ordered.

E. Purchases of commodities costing \$50,000 or more:

1. The solicitation for bids must specify that the bids are to be received in the form of sealed bids.
2. The request for bids must be publicly advertised using as legal advertisements in local newspapers, the internet, trade journals, purchasing bulletins, mass mailings or other media considered advisable; adequate time must be provided to allow interested bidders sufficient time to submit their responses prior to the date set for the opening of bids.
3. The invitation for bids must include all specifications and pertinent attachments and shall define the items or services in order for the bidder to properly respond.
4. All bids will be publicly opened at the time and place specified in the invitation for bids.
5. The County may waive the requirement to advertise when a vendor is considered to be the sole source for the item, when it is determined to be in the best interest of the County, or when professional, technical, or specialized services are being acquired under an agreement. All waivers must be well documented, and those based on a best interest determination must be approved by the County Board.
6. Any and all bids may be rejected if there is a sound documented reason.
7. The request for bids must be retained for public review and inspection during normal business hours. After the bid is awarded, all criteria and evaluations used in making the selection, as well as all bids received from vendors, must be retained for public review. Refer to the Records Retention Manual issued by the Office of School Finance for the period of time that the bids are to be retained.
8. An approved purchase order is required before the merchandise or service is ordered.

### Alternative Procurement

A. The County may purchase equipment and other commodities or services may be purchased directly from a vendor without competitive bidding, if any of the following conditions exist:

1. The item cannot be obtained through ordinary purchasing procedures, such as in situations where no bidders respond to a request for bids.
2. The item is unique, or is not available from any other source (sole source). This can include copyrighted materials, conference facilities, lecturers, and workshop presenters.
3. The item is available from the State, an ESC, or another county, provided the price, availability, and quality are comparable to those in the open market.
4. The item is available from a Statewide contract and "piggybacking" by local governmental entities is permitted in the contract.
5. The item is available from a GSA Schedule and the supplier is willing to sell to a County in the State at the same or lower price.
6. The item is available from a sheltered workshop.
7. The item is available from a local purchasing cooperative, such as an ESC or a group of county boards that are working together to use their combined purchasing volume to obtain more advantageous pricing through economies of scale.
8. The item is available from a legitimate government purchasing cooperative that has already obtained competitive bids that meet the requirements of this policy, such as the Association of Educational Purchasing Agencies (AEPA), the U.S. Communities Purchasing Alliance, or The Cooperative Purchasing Network (TCPN).

9. The item is a used vehicle or piece of equipment and its purchase is determined by the Superintendent, acting as the purchasing director or designated purchasing director to be in the best interest of Marion County Schools.

B. Documentation of the justification for using these alternative competitive procurement procedures must be maintained.

### **Exemptions from Competitive Bid Requirements**

A. The following items or services may be purchased by the county without advertisement or obtaining competitive bids.

1. Accounting services and audits exclusive of the annual audit of the County's financial statements.
2. Any advertisement placed directly with newspapers, trade magazines, or similar publications. However, radio, broadcast television, or cable television advertising; any indirect placement, promotional items; or advertising consultant services are not exempt.
3. The purchase of and service to artwork and historical items.
4. Attorneys and law firms.
5. Auditing contracts between governmental agencies.
6. Entertainers.
7. Facilities Rentals.
8. Medical fees, including but not limited to fees for medical services (behavioral and physical) from individual doctors, psychologists, dentists, clinics, hospitals, audiologists, county medical examiners, physical and occupational therapists, behavioral counseling, and evaluations, etc. for individual students.
9. Postage, including stamps, metering, overnight services.
10. Software maintenance.
11. Expenses related to student activities, including but not limited to (lectures, entertainers, athletic events, referees, and teachers for staff development).
12. Investigate services, subject matter experts, and witnesses for administrative hearings and legal procedures.
13. Subscriptions and publications, including but not limited to newspapers, textbooks, and publications (electronic and hard copy) purchased directly from the publisher.
14. Training activities, including but not limited to lecturers, honorariums, copyrighted test and training materials, test monitors, examination proctors, etc., where competition is not available.
15. Tuition, stipends, accreditation, and registration fees.
16. Utilities regulated by the Public Service Commission.
17. Livestock and fish stock for vocational programs.
18. Fees imposed by Other Government entities (licenses, permits, etc.).
19. Court ordered payments included but not limited to a copy of the court order must be maintained, unless sealed and restricted by the respective judge. If the order is sealed and restricted, an explanation must be maintained that references the court order.
20. Court ordered placements, which includes placing children at various education and/or behavioral centers when ordered by West Virginia courts or the West Virginia Department of Health and Human Resources.

B. Documentation of the justification for not following competitive procurement procedures must be maintained.

### **Construction Projects**

A. Competitive bids shall be solicited for every construction project exceeding \$25,000 in total cost except for emergency repairs to building components and systems. Pursuant to WV 5-22-1 et seq., the term emergency repairs shall mean repairs that, if not made immediately, will seriously impair the use of building components and systems or cause danger to those persons using the building components and systems.

B. Following the solicitation of such bids, the contract shall be awarded to the lowest qualified responsible bidder, who shall furnish a sufficient performance and payment bond.

- C. The Board may reject any or all bids and solicit new bids on the project. (WV 5-22-1 et seq.)
- D. Any solicitation of bids shall include no more than five (5) alternates. "Alternates" means any additive options or alternative designs included in a solicitation for competitive bids that are different from and priced separately from what is included in a base bid. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire ninety (90) days after the date of the opening of bids for review.
- Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
- E. "Construction project" means a specifically identified scope of work involving the act, trade, or process of building, erecting, constructing, adding, repairing, remodeling, rehabilitating, reconstructing, altering, converting, improving, expanding, or demolishing of a building, structure, facility, road, or highway. Repair and maintenance of existing public improvements that are recurring or ongoing in nature and that are not fully identified or known at any one time shall be considered a construction project and procured according to this article on an open-ended basis, so long as the work to be performed under the contract falls into a generally accepted single class or type, and bidders are notified of the open-ended nature of the work in the solicitation: *Provided*, that no open-ended repair or maintenance contract may exceed \$500,000. For a construction project in the amount of \$500,000 or greater, the employer must hire at least seventy-five percent (75%) of employees from the local labor market. The definition of "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty (50) miles of the border of West Virginia.
- F. According to the West Virginia Division of Labor, all construction contracts in excess of \$10,000 must be in writing.
- G. All changes to a construction project shall be documented by a written change order. To minimize the number of change orders issued:
1. Construction change orders shall be issued only when it is determined they are absolutely necessary; the number of change orders issued shall be restricted to the least number possible. Change orders shall not be used to alter the original scope of the project; and the cumulative effect on the total cost of the project shall be minimal.
  2. Construction change orders shall not be used to: include additional work of a significant nature that was not in the original scope of the project, expand the cost of the project significantly beyond the original contract amount, or expand the work beyond the original work site.
  3. All construction change orders must be implemented in writing.
  4. The Superintendent or designated purchasing director shall review and approve all change orders that have an impact on the total cost of the project. Change orders that have an impact on the cost or scope of the project shall be submitted to the Board for approval. Procedures shall be established to ensure that approval of time sensitive construction work is completed as soon as possible to minimize disruption of the construction process.
  5. Project records shall be maintained to clearly reflect the accumulative costs resulting from change orders.
- H. The Board of Education shall require all persons contracting for the building or repairing of school property, where the contract exceeds \$25,000 to execute a bond, with approved security, in the amount of the contract price.
- I. Where a Board or other party whose principal place of business is located in West Virginia enters into a construction contract on or after July 1, 2021, to design, manage construction of, construct, alter, repair, maintain, move, demolish, or excavate, or supply goods, equipment, or materials for the construction, alteration, repair, maintenance, movement, demolition, or excavation of a building, structure, appurtenance, road, bridge, or tunnel which is physically located in the State of West Virginia, such construction contract must provide that any civil action or arbitration called for or permitted by the contract must be commenced and heard in the State of West Virginia, in the jurisdiction where the construction project is located, or such other jurisdiction where the venue is proper under the provisions of WV Code 56-1-1 et seq. Any provision in a construction contract entered into on or after July 1, 2021, mandating that such action be brought in a location outside the state of West Virginia is unenforceable. The term "construction contract" includes an agreement to which an architect, engineer, or contractor and an owner's lender are parties regarding an assignment of the construction contract or other modifications.

### Architectural and Engineering Services

The County shall procure architectural or engineering services on the basis of demonstrated competence and qualifications for the type of professional services required. (WV 5G-1-1 et seq.)

- A. For projects estimated to cost less than \$250,000, the Superintendent or designated purchasing director shall conduct discussions with three (3) or more professional firms solicited on the basis of known or submitted qualifications for the assignment prior to the awarding of any contract. If it is determined that seeking competition is not practical, the Board



- may, with the advice of Superintendent or designated purchasing director, select a firm on the basis of previous satisfactory performance, and knowledge of the agency's facilities and needs.
- B. For projects estimated to cost \$250,000 or more, the Board shall seek expressions of interest from architectural and engineering firms which shall include a statement of qualifications and performance data, and may include anticipated concepts and proposed methods or approach to the project. All jobs shall be announced by public notice published as a Class II legal advertisement in compliance with WV 59-1-1, et seq.
- C. A committee of three (3) to five (5) members selected by the Superintendent or designated purchasing director shall evaluate these statements and select three (3) firms, which, in the committees opinion, are best qualified to perform the desired service, provided that, on projects funded wholly or in part by the West Virginia School Building Authority, two (2) of the three (3) firms selected must have had offices within the State for at least one (1) year prior to submitting the expression of interest.
- D. The committee shall then rank, in order of preference, no less than three (3) of the firms selected, and the Superintendent or designated purchasing director shall commence negotiations with the firms in the order of preference to determine the scope of services and price for the work to be performed.

### Agreements

- A. An agreement is a procurement device used for obtaining professional, technical, or other specialized services (including, but not limited to, legal counsel; accounting services; presenters for continuing professional development activities; technology installation, repair and maintenance; and conference meeting facilities) where the scope of the services is known but the price is not the sole factor in determining the award, must be procured by agreement.
- B. The agreement must be in writing and the total cost must be stated either as a "sum certain", or at a fixed rate, if the number of hours of service being acquired is not known, such as for legal services..
- C. The agreement amount must also include the total being paid for any anticipated travel expenses incurred by the service provider. The payment of travel expenses for an independent contractor has Federal and State tax implications. Room or travel accommodations are not to be paid directly by the Board for contract service providers.
- D. No agreement shall contain contractual requirements that are in violation of State statutes, including, but not limited to, any clause that requires a prepayment, the imposition of a penalty or termination charge should the County cancel the agreement, or the requirement that the County indemnify or hold harmless the vendor.

### Leases and Lease Purchase Agreements

- A. Lease and lease purchase of equipment are methods by which a Board may obtain equipment and make a payment for the use of the equipment over a period of time.
- B. In a lease purchase agreement, the Board reserves the right to exercise an option, normally at the time of the last installment payment, to have the lease payments apply, in whole or in part, as installment payments towards ownership of the equipment.
- C. Leases and lease purchase agreements may be negotiated with the vendor providing the original product being acquired, or with another vendor that provides only the financing arrangement. In the later case, the lease arrangement becomes a service agreement rather than a commodity purchase.
- D. Competitive bids are encouraged but not required for leases and lease purchase agreements.
- E. No lease purchase agreement shall be secured by property that is already owned by the County.
- F. Title shall transfer from the lessor to the lessee when the option to purchase the commodity is exercised, normally at the time the last installment payment is made.
- G. No funds shall be expended or obligations incurred from future levies. (State Constitution and WV Code 11-8-26)
1. A lease purchase agreement extending beyond the fiscal year shall contain a non-binding cancellation clause where the contract can be terminated at the end of each fiscal year, at the County's discretion, without creating a present indebtedness for the aggregate of the installment payments.
  2. Any language in a lease purchase agreement that might require the County to give notice to the lessor or be liable for future payments before terminating the agreement at the end of a fiscal year shall be void.

### Purchases of Textbooks, Instructional Materials, and Learning Technologies

- A. All textbooks shall be purchased in accordance with procedures prescribed in WV Code 18-2A-10. Magazines, newspapers, and other periodicals may be purchased for classroom use to supplement those items.

- B. No later than May 1st of each year, the Superintendent shall recommend to the Board the purchase of fresh produce, meat, and poultry products.

#### Purchase of Fresh Produce, Meat, and Poultry Products

A minimum of five percent (5%) of the District's fresh produce, meat, poultry products, milk and other dairy products and other foods grown, produced, or processed by in-state producers must be obtained from in-state producers provided that such products can be grown or are available from in-state producers.

The Commissioner of Agriculture shall establish by legislative rules the criteria for a food or food product to satisfy these requirements, and may further identify food and food products that are eligible to be considered for in-state food credit. The Commissioner shall further establish the criteria for determining when exceptions or exemptions should be granted to state institutions, including, but not limited to, situations in which the desired food, such as produce, meat and poultry products, milk and other dairy products, cannot be grown or is not available from in-state producers. The State-funded institution shall ensure that all contracts for the purchase of food, or that include the purchase of food as a component of the contract, contain provisions to ensure that the institution complies with these provisions.

#### **Compliance With Federal Procurement Requirements**

- A. Whenever procuring commodities and services with Federal grant proceeds, the County shall use the procurement procedures specified in this policy.
- B. Any requisition utilizing Federal funding which includes special requirements in addition to or different than normal purchasing requirements must be identified when the requisition is submitted to the Superintendent or designated purchasing director.
- C. Employees of the Board shall comply with all procedures for the procurement of commodities and services with funds from the U.S. Department of Education which are included in that agency's regulations entitled, United States Education Department General Administrative Regulations (EDGAR), Sections 74.41 through 74.48.
- D. Employees of the Board shall comply with all procedures for the procurement of commodities and services with funds from other Federal agencies which are found in that agency's administrative regulations.
- E. The County shall not purchase commodities or services, or enter into construction contracts from a vendor that has been debarred by the Federal government.

#### **Submission of Sealed Bids**

- A. All sealed bids are to be submitted at the vendors' expense.
- B. Bidders must submit their bids and/or proposals prior to the date and time of the bid opening in the format prescribed by the Board. Substitutions for the prescribed format are acceptable only if the substituted terms, conditions, and/or provisions have been approved in advance by the Superintendent or designated purchasing director.
- C. Bidders shall submit their bids and/or proposals to the Superintendent or designated purchasing director. The Superintendent or designated purchasing director shall reject all bids not received by the specified date and time.
- D. An authorized representative of the bidder shall sign all bids before submission. A corporate signature without an individual name is not an acceptable signature.
- E. The Board may accept the submission of bids by facsimile transmission. The completed facsimile transmission must be received by the Superintendent or designated purchasing director prior to the specified date and time for submission of the bid. A vendor choosing to submit a bid or a written change to a bid by facsimile transmission accepts full responsibility for the transmission and receipt of the bid or change. The Board accepts no responsibility for the unsuccessful and/or incomplete transmission of bids by facsimile machine. An original document and a copy of a bid that is initially sent by facsimile transmission shall be sent to the Superintendent or designated purchasing director within two (2) working days after the bid opening date and must be identical to the bid submitted by facsimile transmission.
- F. Copies of bids may be open for public inspection in the office of the Superintendent or designated purchasing director immediately after bid opening. All files related to the evaluation and awarding of the bids are open for public inspection after the award has been made.
- G. A bidder may make a written change of a sealed bid before the bid opening. A bidder shall submit written changes to the Superintendent or designated purchasing director prior to the date and time of the bid opening. A bidder may submit changes by facsimile transmission.
- H. The Board may reject an erroneous bid after the bid opening if all of the following conditions exist: (1) an error was made; (2) the error materially affected the bid; (3) rejection of the bid would not cause a hardship on the County, other than losing an opportunity to receive commodities at a reduced cost; and (4) enforcement of the part of the bid in error

would be unconscionable. In order for the Board to reject a bid, documented evidence shall be maintained that all of the conditions set forth in this subdivision exist.

- I. If there is a conflict between the extension price and the unit price, or other minor errors exist that are not sufficient to cause the bid to be rejected, the unit price prevails.
- J. A bidder may make a price adjustment on any purchase order if specific provisions for price adjustments have been incorporated in the RFQ and purchase order. A bidder shall make a request for price adjustment in accordance with the specific terms and conditions of the individual purchase order. In the event no provisions for price adjustment have been made, discretion to grant a price adjustment rests with the Board.

### **Resident Vendor Preference**

- A. Preference for resident vendors of the State of West Virginia or preference for vendors employing State residents will be granted in the purchase of commodities or printing. (WV 5A-3-37)
- B. The Superintendent or designated purchasing director will establish procedures for granting preference to resident vendors of the State in the awarding of a bid for the purchase of commodities and printing made upon competitive bids. No preference shall be granted in the award of purchases made with Federal funds. Vendor preference shall not exceed five percent (5%) of the lowest bid submitted by a qualified bidder.
- C. A qualifying resident vendor may include but not be limited to one who maintains the following business activities or has paid the indicated taxes within the State:
  1. is authorized to transact business within the State by appropriate authorities;
  2. maintains an office in the State;
  3. has actually paid real or personal property taxes on real estate or equipment used in the regular course of business related to the commodities or services offered;
  4. has paid business taxes to the State and to municipalities;
  5. when selling tangible personal property, has available for delivery a stock of materials of the type being offered and of a reasonable quantity.

### **Approval**

- A. In order to ensure that only necessary purchases are made, all purchases must have the prior approval of an employee who has supervisory authority over the individual initiating the purchase request. Purchases by employees who have the authority to approve purchase requisitions must have the approval of the county superintendent or designated purchasing director, except purchases of expendable supplies by schools.
- B. The purchase of commodities or services costing less than \$5,000 must have the prior approval of an employee who has supervisory authority over the individual initiating the purchase request.
- C. All contracts for the purchase of commodities or services, with the exception of consumable supplies, that involve the expenditure of \$5,000 or more but less than \$10,000 must have the prior approval of the Superintendent.
- D. All contracts for the purchase of commodities or services, with the exception of consumable supplies, that involve the expenditure of \$10,000 or more must have the prior approval of the County Board. The approval can be granted either as a consent agenda item or by a separate motion of the Board.

### **Awarding**

#### **A. Commodities**

1. The award for the purchase of commodities shall be made by the Board, upon the recommendation of the Superintendent or designated purchasing director, to the lowest responsible bidder with the exception of the purchase of school buses. Pursuant to WV 5A-3-11, the Board shall purchase school buses from any of the bidders who have been awarded contracts by the State.
2. In recommending such award to the Board, the Superintendent or designated purchasing director shall consider such factors as quality (meeting specifications), price, time of delivery, cost of delivery, and other terms and conditions considered prudent.
3. In situations of discrepancies in bid documents, unit prices shall prevail in all cases.
4. In some cases the Superintendent or designated purchasing director may recommend and the Board may approve multiple and/or split awards when it is in the best interests of the County to do so.

5. The Board may reject any or all bids and solicit new bids.

#### B. Agreements

1. The award of agreements that are used for obtaining professional, technical, or other specialized services may be negotiated and need not be competitively bid, since the variety of the services can vary significantly among providers.
2. The Board shall establish criteria for evaluating and negotiating such agreements. Competitive bids may be solicited, but the award need not be awarded to the lowest bidder.
3. The Board may reject any or all bids that may have been requested and solicit new bids.

#### C. Contracts

1. Pursuant to WV 5A-3-10a, no contract or renewal of any contract shall be awarded to any vendor when the vendor or a related party to the vendor is a debtor and the debt owed is an amount greater than \$1,000, as defined in the following paragraphs.
2. Debt is defined in the statute as any assessment, premium, penalty, fine, tax or other amount of money owed to the State or any of its political subdivisions because of judgment, fine, permit violation, license assessment, workers' compensation premiums, penalty, or other assessment or surcharge presently delinquent or due and required to be paid to the state or any of its political subdivision, including any interest or additional penalties accrued thereon.
3. The prohibition does not apply where a vendor has contested any tax, workers' compensation premium amount, permit fee, or environmental fee or assessment and the matter has not become final, or the vendor has entered into a payment plan and the vendor is not in default of any provisions of the payment plan.
4. Any bids, contract proposals or contracts shall include an affidavit that the vendor or related party to the vendor does not owe any debt in an amount in excess of \$1,000.

#### D. Accounting and Auditing Services Contracts

1. Contracts for the annual audit of the County are to be awarded in accordance with the instructions issued by the State Auditor's Office.
2. Contracts for accounting services and audits of the individual schools may be issued by the Board using the procedures specified in the preceding sub-section on agreements.
3. The Board may reject any or all bids that may have been requested and solicit new bids.

#### E. Construction Contracts

1. The award of every construction contract that exceeds \$25,000 in total cost shall be awarded to the lowest qualified responsible bidder, who shall furnish a sufficient performance and payment bond. (W.Va. 5-22-1 et seq.)
2. The Superintendent or Purchasing Director may establish procedures for determining whether a bidder is considered a qualified responsible bidder. The determination shall be made during the evaluation process and not at the time the bids are opened.
3. The Board may reject any or all bids and solicit new bids on the project.

#### F. Architectural or Engineering Services

1. The Board shall procure architectural or engineering services on the basis of demonstrated competence and qualifications for the type of professional services required.
2. The Board may accept or reject, in whole or in part, any bid when it is determined to be in the best interest of the County. If any bid is rejected, the Superintendent or designated purchasing director shall place a written explanation in the purchase order file.

- G. When tie bids are received, the award shall be made by allowing the tied vendors to make a "last and final offer", by flip of a coin, draw of the cards, or any other impartial method considered prudent by the Superintendent or designated purchasing director.

#### Requirement for Bonds and Deposits

- A. The Superintendent or designated purchasing director shall determine the applicability and amount of bonds and/or deposit required of a vendor at any time, if; it is judged that security is necessary to safeguard the County from undue risk.
- B. The types of bonds that may be required include bid bonds, performance, surety bonds, litigation bonds, or maintenance bonds.
- C. The Superintendent or designated purchasing director may require the vendor to submit a certified check, certificate of deposit, bond, or any other security acceptable to the Superintendent or designated purchasing director, payable to the County. Personal checks and/or company checks are not acceptable.
- D. The provisions for these requirements should be incorporated into the request for quotation and purchase order. When any contract is satisfactorily completed on which a surety bond or other deposit has been previously submitted, the individual originating the purchase shall certify the satisfactory completion or acceptance of the commodities or services being purchased in writing to the Superintendent or designated purchasing director.
- E. Upon receipt of the notification, the Superintendent or designated purchasing director shall return the check or deposit to the vendor.

### **Vendors' Rights and Duties**

- A. Each vendor is solely responsible for the delivery of the bid proposal in writing to the place and location specified by the County in the bid requisition. The bid must be received by an authorized employee of the Board prior to the specified date and time specified in the bid opening.
- B. The official time clock for the purpose of receipt of bids, shall be displayed in the office of the Superintendent or designated purchasing director.
- C. Vendors are responsible for the accuracy of the information in the bid.
- D. A vendor who fails to return all required forms and materials with their bid may be suspended from the bidding list.
- E. If there is a conflict between the extension price and the unit price, the unit price prevails.
- F. Each vendor must honor any contractual term or condition included in the bid document.
- G. Each vendor must indicate a definite shipping date on all bids after receipt of the purchase order. If not indicated on the vendor's response, the Board may require delivery within ten (10) days after receipt of the order.
- H. Any changes made by the vendor in the specifications listed in the bid request shall be clearly stated by the vendor. If changes are not stated, the Board shall assume that items offered meet the specifications.
- I. If a vendor is suspended and requests a hearing, one will be scheduled with the Superintendent or his/her designee. The vendor shall be notified, in writing, of the date, time, and place of the hearing.

### **Remedies and Suspensions**

- A. In the event that a vendor fails to honor any contractual term or condition, the Marion County Board may:
  - 1. cancel the contract and re-award the purchase order to the next lowest bidder;
 

The vendor failing to honor contractual obligations is responsible for all differences in cost.
  - 2. declare a vendor non-responsible or non-responsive and refuse to award a purchase order;
 

All such instances shall be substantiated in writing. The documentation shall be considered a public document and shall be available for inspection at all reasonable times.
  - 3. suspend, for a period not to exceed one (1) year, the right of a vendor to bid on purchases when there is reason to believe the vendor has violated any of the provisions, terms, or conditions of a contract, this rule, and/or State law. A suspended vendor may appeal the decision of the Superintendent or designated purchasing director to the Board.
- B. Grounds for suspension include, but are not limited to the following:
  - 1. A vendor has exhibited a pattern of poor performance in fulfilling his/her contractual obligations to the Board. Poor performance includes, but is not limited to, a vendor providing or furnishing commodities, materials, or services late, or at a quantity or quality level below that which is specified in the contract.
  - 2. A vendor has breached any contract entered into pursuant to the provisions of W.Va. 5A-3-1 et seq. or this rule.

3. A vendor has been convicted of a Federal, State, or local crime punishable as a felony, directly related to the performance of a contract entered into pursuant to this rule.

## Protests

### A. Submission of a Protest

1. Protests based on bid specifications must be submitted no later than five (5) working days prior to bid opening. Protest of purchase order/contract awards must be submitted no later than five (5) working days after the award. The vendor is responsible for knowing the bid opening and award dates. Protests received after these dates may be rejected at the option of the Superintendent or designated purchasing director.
2. All protests shall be submitted in writing to the Superintendent or designated purchasing director and contain the following information:
  1. the name and address of the protestor;
  2. the requisition, purchase order/contract numbers;
  3. a statement of the grounds of protest;
  4. supporting documentation (if necessary);
  5. the resolution or relief sought.
3. Failure to submit this information shall be grounds for rejection of the protest by the Superintendent or designated purchasing director.

### B. Review of Protest

1. The Superintendent or designated purchasing director or his/her designee shall review the matter of protest and issue a written decision. A hearing may be conducted at the option of the Superintendent or designated purchasing director or assigned designee. Continuation or delay of purchase order/contract award is at the discretion of the Superintendent or designated purchasing director.
2. The Superintendent or designated purchasing director may refuse to review any protests when the matter involved is the subject of litigation before a court of competent jurisdiction; if the merits have previously been decided by a court of competent jurisdiction; or if it has been decided in a previous protest by the Superintendent or designated purchasing director. The provisions of this subsection do not apply where the court requests, expects, or otherwise expresses interest in the decision of the County.

## Receipt of Deliveries

### A. Deliveries to a warehouse

1. When deliveries are made to a central warehouse, or directly to a school or other cost center, personnel receiving the commodities are responsible for the inspecting of goods, ensuring that purchases meet contractual requirements, signing for the commodities, and forwarding the receiving documents to the business office for payment of the invoice.
2. The Superintendent must develop local procedures for receiving merchandise shipped from vendors to a central warehouse for subsequent delivery to a school or other cost center. These procedures must include the steps to be followed in the following circumstances:
  - a. when the complete order is received and the warehouse personnel are able to verify that all items ordered are received;
  - b. when the complete order is received but the warehouse personnel are not able to verify that all items ordered are received, such as when the computer hardware is ordered with specified pre-loaded software;
  - c. when all items are not shipped and backorders will not be accepted;
  - d. when all items are not shipped and backorders will be accepted.

- B. The Superintendent must develop procedures for receiving merchandise shipped from vendors directly to a school or other cost center. These procedures must include the steps to be followed in the same circumstances discussed in the preceding paragraph.



- C. Any problems with quality, quantity, performance, and lack of conformity to specifications, should be reported to the Superintendent or designated purchasing director immediately. Poor quality items that do not meet specifications should not be accepted and approved for payment. This applies also to term contract items. Whenever possible, problems shall be resolved before final payment has been made. All shipping documents and packing containers shall be retained.

### **Online Procurement**

- A. Online procurement is the process of comparing prices, requisitioning, purchasing, and paying for commodities and services using the internet.
- B. Online procurement products include: bid process acquisition system for purchases requiring a quote or competitive bid process; direct purchase system for purchases not requiring a quote or bid; purchasing card payment process, if desired; and purchasing card reporting system.
- C. Whenever online procurement is used, all purchasing policies must be followed, including the issuance of purchase orders prior to the time the commodities or services are ordered. The purchase order must be issued to the vendor from whom the commodities or services are being purchased, and not to the online procurement provider.

### **Payment for Commodities or Services**

- A. The Board shall not approve payment for any claim for services rendered or materials furnished unless an itemized account of the claim is filed by the claimant. (WV 12-3-18)
- B. The account shall be itemized in detail, and shall show, among other things, the following:
  - 1. If the claim is for services, the claim shall show the kind of services, the dates when the services were performed, and the name of the person performing the services.
  - 2. If the claim is for materials or supplies furnished, the claim shall show in detail the kind of material or supplies, the quantity, dates of delivery, and to whom delivered.
- C. Consequently, the Board shall not make payments from a summarized statement, but must make all payments for materials furnished and services rendered from an itemized invoice.
- D. In addition, payments shall not be made in advance of the materials being furnished or the services rendered.
- E. The Board shall withhold payment in the final settlement of any contract, until the receipt of a certificate from the tax commissioner to the effect that all taxes against the contractor have been paid or provided for. A copy of the "Release of Final Settlement" form is included in Form 6320 F2. (WV Code 11-10-11(d))
- F. In addition, if the contract is subject to county or municipal business and occupation taxes, the payment must also be withheld until receipt of a release from the applicable county or municipality to the effect that all county or municipal business and occupation taxes levied or accrued against the contractor have been paid.

### **Credit Cards**

A credit card program can include purchasing cards, vendor issued credit cards or corporate credit cards for the payment of authorized travel related expenses.

The Board may establish by board policy a credit card program as an alternative payment method when making purchases of commodities and services, or for the payment of authorized travel expenses. Credit cards, however, cannot be used to purchase land, buildings, vehicles, or equipment whose cost is above the Boards capital asset control level threshold.

For cards issued in the name of designated employees, each designated employee must complete and sign an acknowledgement form provided by the Board, which the employee acknowledges the responsibilities associated with becoming a cardholder.

### **Prohibitions and Restrictions**

- A. Cardholders are prohibited from delegating a card to another individual. Card delegation is the practice of allowing an individual other than the cardholder whose name appears on the front of the card to have access to the card or card number to initiate or complete a purchase transaction. One Exception is the individual school's purchasing card will be secured at the Central Office. Purchases on these cards will be handled by the Central Office's Accounts Payable Department. Once an approved purchase order is sent by the school to Central Office, Accounts Payable will place the order on the individual school's purchasing card.
- B. The actual card must be presented for all purchases. Cards and card numbers may not be photocopied and disseminated for making purchases. Card numbers must be kept secure at all times so that the numbers are not photocopied by unauthorized individuals.

- C. Cards must be surrendered immediately upon termination or separation of employment. Upon surrender, the card is to be canceled and the card destroyed.
- D. The card must be kept secure at all times. For cards issued in the name of designated employees, the cardholder is responsible for every charge that appears on his/her card. Cards should only be used in secured internet sites. A secured site has a closed lock at the bottom of the screen.
- E. A card shall not be used to obtain cash advances or cash credits. Cards may not be used to pay a vendor requiring the payment of a surcharge.

### Receipts

An itemized receipt must be obtained for each transaction charged on a card. The receipt must contain the following specific information and meet certain conditions:

- A. Receipts must be itemized and include a description of the items purchased, unit price, quantity, and total cost for each item. Use of generic terms such as "miscellaneous" or "Various merchandise" is not acceptable.
- B. Receipts must show no balance due or be marked "paid."
- C. Receipts must be totaled.
- D. Receipts must show that the payment was by credit card.
- E. All receipts should be kept in chronological order by date of purchase.

### Reconciliations and Reviews

- A. Each cardholder is responsible for reconciling his/her statement every month. The credit card program coordinator is responsible for reconciling the master statement.
- B. Individual and master statements must be examined carefully for billing errors, debits due to erroneous billings, or credits to correct a previously disputed item.
- C. Upon completion of reconciliation, the cardholder must forward his/her documentation to the coordinator for review.
- D. The coordinator is responsible for reconciling the master statement. This includes reviewing all transactions to ensure that they are legitimate and for official business, and that all required documentation is present.
- E. For post-audit purposes, all documentation relating to the card program must be retained for three (3) years from the end of the fiscal year in which the transaction was completed.

### Unauthorized Use

- A. Employees using a card to knowingly pay for items intended for personal use are subject to disciplinary action up to and including termination and prosecution by the Board and subject to civil action by the credit card company for personal liability.
- B. Employees failing to properly follow purchasing policies, procedure, and state law associated with the credit card program are also subject to disciplinary action up to and including a period of probation, or revocation or limitation of credit card privileges.

### Vendor Issued Credit Cards

Vendor issued credit cards can include cards issued by gasoline companies (such as Exxon) or general merchandise outlets (such as Wal-Mart, Sam's Club, Lowe's, etc.)

Vendor issued credit cards may be issued either in the name of the Board without an authorized employee's name printed on the card, or in the name of the Board and each individual cardholder's name also printed on the card.

A vendor issued credit card can generally be used only for purchases from that particular vendor or related vendors. Normally, there are very few restrictions as to the type of merchandise that can be purchased using the card. Therefore, stringent controls must also be maintained over who has access to the card and the types of purchases that are made.

In the cases where a vendor issued card is issued only in the name of the Board, to maintain accountability and control, the Board must maintain a log for each card whereby employees are required to sign-out the card each time the card is being used.

Employees who are authorized to use a vendor issued credit card must attend a training course specifically designed for cardholders, whereby all rules pertaining to card use are discussed in detail, including purchasing policies, ethics, and disciplinary action that could result if the card is misused.

Employees who are authorized to use a vendor issued credit card must also sign a statement acknowledging that they have attended the training session and that they understand and are willing to assume the responsibilities that are associated with the card's use.

All purchasing policies must be followed when making purchases using a vendor issued credit card.

### **Purchasing Cards**

Pursuant to the authority of W. Va. Code 12-3-10a, Boards may establish by policy a purchasing card program for the purpose of the authorizing the use of a purchasing card as an alternative payment method when making purchases of commodities and services.

### **Authorized Card Holders**

- A. Purchasing cards may be issued only to the Board regular, full-time employees, they cannot be issued to temporary or part-time employees, contract employee's, volunteers, or students.
- B. Each card must be issued in the name of an individual cardholder. Only the employee whose name appears on the front of the card is an authorized user of the card. Cards cannot be issued generically in the name of the Board or school.
- C. Employees to whom purchase cards are issued must attend a training course specifically designed for cardholders, whereby all rules pertaining to card use are discussed in detail, including purchasing policies, ethics, and disciplinary action that could result if the card is misused.
- D. Employees to whom purchase cards are issued must also sign a statement acknowledging that they have attended the training and that they understand and are willing to assume the responsibilities that are associated with the card's use.

All applicable purchasing policies must be followed for each transaction, regardless of the method of payment.

Purchase orders are not required for purchases of commodities and services made through the use of the State's purchase card system or other purchase card system which provides the same level of internal accounting controls as the State's system, but all requirements specified in this section of the policy related to the purchase card program must followed, including individual transaction limits, monthly transaction limits, and maximum number of transactions.

### **Limits**

- A. The purchasing card may be used to make payments for goods and designated services that do not exceed the single transaction limit established by the Board.
- B. The Board must establish a maximum monthly limit, a maximum transaction limit, a maximum number of daily transactions and a maximum number of monthly transaction for each individual cardholder.

### **Responsibilities**

- A. The Chief School Business Official or designee is responsible for administering the purchasing card program for the Board. The responsibilities may be delegated to a purchasing card coordinator.
- B. If the board has authorized a purchasing card program in the individual schools the school principal shall serve as the purchasing card coordinator for his/her school and is responsible for administering the purchasing card program at that school.
- C. Responsibilities of the coordinators include, but are not limited to, the following:
  1. Monitor and oversee the purchasing card program to ensure that key controls are in place to prevent misuse.
  2. Determine the locations and types of purchases that may be made with each card and work with the credit card company to limit the card to those purchases and vendors only.
  3. Determine the employees who are eligible to obtain a card.
  4. Ensure that proper completion of applications and cardholder agreements.
  5. Reconcile master statements.
  6. Ensure the prompt payment of the master statement.
  7. Ensure that all cardholders follow all purchasing policies.

8. Maintain copies of all cardholder agreement forms.
9. Disseminate updated purchasing card information to cardholders.
10. Activate purchasing cards.
11. Ensure that cards are canceled and destroyed upon a cardholder's termination or separation of employment.
12. Determine the following credit limit single transaction limit, monthly transaction limit, number of daily transactions, and number of monthly transaction.
13. Be responsible for all charges appearing on the master statement.

## Emergency Procurement

### A. Declared Emergencies

Should the Governor, in an emergency, suspend laws, rules and/or regulations relating to the acquisition of commodities and services, the following procedures shall apply during the period of that suspension:

1. The employees or representatives of the County shall exercise sound judgment and discretion when acquiring commodities and services related to the emergency.
2. The employees or representatives of the County shall operate with highest ideals of honor and integrity and strive to avoid the appearance of perceived impropriety.
3. No person shall corruptly combine, collude, or conspire with one (1) or more persons to lessen competition, or cause a higher price to be paid or cause one vendor to be unjustifiably preferred over one (1) or more other prospective vendors.
4. No person shall solicit or receive anything of value, directly or indirectly, now or in the future, from any vendor or person supplying commodities or services in relation to the emergency.
5. The Superintendent or designated purchasing director shall develop specifications for commodities and services that do not favor a particular brand or vendor.
6. Any contract and/or purchase order in excess of \$100,000 shall be reviewed, approved, and signed by Superintendent.
7. The acquisition of commodities and services not on contract that is estimated to cost in excess of \$1,000 but less than \$5,000 shall at all times be based on three (3) competitive bids. Bids may be verbal but shall be summarized and documented and include the date of contact, vendor, dollar amount, commodity or service description, quantity, number of bids obtained, and whether the award was made to the low bidder.
8. The acquisition of commodities and services not on contract that is estimated to cost in excess of \$5,000 shall be based on three (3) written bids which shall be documented and include the date of contact, vendor, dollar amount, commodity or service description, quantity, number of bids obtained and whether the award was made to the low bidder.
9. If, in the opinion of the County Board, using sound judgment and discretion, time does not permit written bids to be received, verbal bids shall be obtained and documented, with written bids received within five (5) working days of the request.
10. If, in the opinion of the County Board, using sound judgment and discretion, time does not permit verbal bids to be received, the Board must secure written approval from the State Superintendent of Schools to secure necessary services and supplies without bids for only that period of time absolutely necessary to abate the emergency.
11. All purchase order and/or contract awards shall be made to the lowest, responsible bidder meeting specifications.
12. Should the award not be made to the lowest priced bidder, a written justification shall be placed on file with the bids that documents the reason the low price was rejected. This justification must be signed by the Superintendent.
13. The Board shall document each expenditure and include specifications, bids, no-bids, award justifications, and any other relevant data.
14. The documentation for each expenditure shall be complete and shall be kept in an orderly manner that will enable any interested party to understand the specifics of the expenditure.
15. A complete written record of all expenditures relating to the emergency shall be submitted to the Governor within thirty (30) days of the expiration of the declaration of the emergency.

16. The written record shall include a summary sheet that details all acquisitions for the emergency and list date of purchase, vendor, dollar amount, commodity or service description, quantity, number of bids obtained, and whether the award was made to the low bidder.
17. The Governor reserves the right to remove the spending authority at any time during the emergency and appoint a person or organization to manage the emergency expenditures and/or transfer that authority to another organization.
18. All emergency expenditures are subject to complete review and/or thorough audit as requested by the Governor.
19. The Governor has reserved the right to amend, alter, or cancel the preceding procedures as necessary through written amendments, alterations or cancellations within justification and documentation of specific situations and reasons.

#### B. Local Emergencies

1. The Superintendent shall establish with Board approval the procedures to be followed in the case of an emergency at the local level that has not been declared an emergency by the Governor.
2. The Superintendent or designated purchasing director or appointed designee shall issue prior written approval for purchases in emergency situations. These situations can arise from acts of nature, conditions that are detrimental to the health, safety, or welfare of employees or students, or other unforeseen events that threaten the termination of essential services. These can include unforeseen delays by contractors or delays in the transportation of indispensable goods and materials. Emergency purchases shall not be used for hardships created by neglect, poor planning, or lack of organization.
3. Competitive bids must be obtained whenever possible. If, in the opinion of the County Board, using sound judgment and discretion, time does not permit verbal bids to be received, written approval from the Superintendent to secure necessary services and supplies without bids for only that period of time absolutely necessary to abate the emergency.

#### Purchases by Schools

- A. All purchases by the schools are to be made in accordance with the procedures specified in State Board policy 1224.1 and the incorporated manual entitled *Accounting Procedures Manual for the Public Schools in the State of West Virginia* and purchasing procedures set forth in this policy.
- B. Public Schools are not legal entities and school personnel do not have the statutory authority to enter into bidding contracts or obligate Board Funds. All contracts shall be approved and signed by the County Superintendent. Except for the funds discussed in the succeeding paragraph, individual schools have the authority to expend only the "quasi-public" funds received by the school from curricular or non-curricular activities.
- C. The Board shall not distribute public funds to individual schools for expenditure. Funds may be allocated to each school, but the actual procurement transactions shall be handled through the County's central business office. Exceptions to this general rule are:
  1. the distribution of funds appropriated for faculty senates through the Public School Support Program (PSSP) and supplemental allocations by the County Board to provide the basic allocation for teachers not funded through the PSSP;
  2. the occasional or infrequent reimbursement of an expense unintentionally paid by a school;
  3. the disbursement of funds to a school for the repetitive purchase of a specific item, such as postage, where it is impractical to handle the transaction in any other manner. Supplemental allocations by the County to the appropriated amount provided to each teacher through the PSSP shall not be distributed to the schools for expenditure. The latter two (2) exceptions are for small dollar amounts and shall not to be extended to the routine distribution of funds to all schools in the County on a formula or predetermined basis for the schools to determine how the funds are expended.
- D. All State or Federal grant funds received directly by an individual school are to be remitted immediately to the Board office. The funds are to be allotted to the school for expenditure for the purposes identified in the grant award, but the procurement transactions are to be handled through the County's central business office.
- E. Schools making purchases using "quasi-public" funds or student activity funds shall explore whether the goods and services are available from a contract negotiated by the County or a cooperative contract with an ESC or other counties before going to the open market.

#### Safeguarding and Controlling of Assets

- A. An adequate inventory control system of all capital assets, equipment and disposal supplies and commodities purchased shall be maintained to safeguard the assets on hand and to ensure that those that are placed into service or consumed have been used for an authorized purpose. The maintenance of inventory records is an integral part of this system, providing an accounting of all assets purchased and consumed. A perpetual inventory system provides a continuous report of the quantity and description of the items on hand at any given time.
- B. The inventory of capital assets must be maintained on the West Virginia Education Information System, as specified in the procedures manual issued by the Office of School Finance entitled Fixed Asset Inventory System for the County Boards in the State of West Virginia.
- C. Inventory of Supplies and Other Expendable Property

A perpetual inventory system is to be maintained of all supply items that have a material dollar value, such as the supply inventory in a central warehouse or the vehicle replacement parts at the maintenance garage. The supply inventory shall include for each item or group of items the following information: name of item, quantity purchased, date of purchase, cost, reorder point, amount dispensed, and date dispensed.

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#### Legal

WV Code 56-1-1B

WV Code 19-37-2 (a-e)

WV Code 5-22-1 et seq.

WV Code 11-8-26

WV Code 18-2A-10.

WV Code 18-9B-10

WV Code 21-5A-1 et seq.

West Virginia Board of Education policy 1224.1

West Virginia Board of Education policy 1820

West Virginia Board of Education policy 8200



Book Policy Manual  
 Section Board Approve 09-19-22 - Vol. 14, No. 1 - February 2022  
 Title Copy of COST PRINCIPLES - SPENDING FEDERAL FUNDS  
 Code po6114  
 Status  
 Adopted January 4, 2021

#### 6114 - COST PRINCIPLES - SPENDING FEDERAL FUNDS

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State and local laws, the associated agreements/assurances, program objectives and the specific terms and conditions of the grant award.

#### Cost Principles

Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

- A. Be necessary and reasonable for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.

To determine whether a cost is reasonable, consideration shall be given to:

1. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
2. the restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal and other laws and regulations;
3. market prices for comparable goods or services for the geographic area;
4. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities;
5. whether the cost does not represent any significant deviation from the established practices or Board policy which may justifiably increase the expense.

While Federal regulations do not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the reasonableness analysis above, necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need, and can prove it.

When determining whether a cost is necessary, consideration may be given to whether:

1. the cost is needed for the proper and efficient performance of the grant program;
2. the cost is identified in the approved budget or application;
3. there is an educational benefit associated with the cost;
4. the cost aligns with identified needs based on results and findings from a needs assessment;
5. the cost addresses program goals and objectives and is based on program data.

A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received. This standard is met if the cost: 1) is incurred specifically for the Federal award; 2) benefits both the Federal award and other work of the District and can be distributed in proportions that may be approximated using reasonable methods; 3) and is necessary to the overall operation of the District and is assignable to the Federal award in accordance with cost principles mentioned here.

- B. Conform to any limitations or exclusions set forth in the cost principles in Part 200 or in the terms and conditions of the Federal award.

- C. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the District.

## Determining Whether a Cost is Direct or Indirect:

- A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; program evaluation costs or other institutional service operations; and infrastructure costs directly attributable to the program (such as long-distance telephone calls specific to the program, etc.). **Direct costs may also include capital expenditures if approved by the Federal awarding agency or pass-through entity, as well as capital expenditures for special purpose equipment with a unit cost of less than \$5,000.**

- B. Indirect costs are those that have been incurred for a common or joint purpose benefiting more than one (1) cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

These costs may include general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one (1) component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

1. Administrative or clerical services are integral to a project or activity.
2. Individuals involved can be specifically identified with the project or activity.
3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.
4. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by the West Virginia Department of Education (WVDE) or the pass-through entity (Federal funds subject to 2 C.F.R. Part 200 pertaining to determining indirect cost allocation).

### **Equipment and other capital expenditures are unallowable as indirect costs.**

#### **Timely Obligation of Funds**

Financial obligations are orders placed for property and services, contracts and sub-awards made, and similar transactions that require payment.

This term is used when referencing a recipient's or subrecipient's use of funds under a Federal award.

The following table illustrates when funds are determined to be obligated under the U.S. Department of Education regulations: If the obligation is for:

- A. Acquisition of property - on the date which the District makes a binding written commitment to acquire the property.
- B. Personal services by an employee of the District - when the services are performed.
- C. Personal services by a contractor who is not an employee of the District - on the date which the District makes a binding written commitment to obtain the services.
- D. Performance of work other than personal services - On the date when the District makes a binding written commitment to obtain the work.
- E. Public utility services - when the District receives the services.
- F. Travel - when the travel is taken.

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 Adopted August 1, 2007  
 Last Revised August 26, 2008

**6520 - PAYROLL DEDUCTIONS**

To the extent permitted by law, the Board of Education authorizes deductions to be made from an employee’s paycheck upon proper authorization on the appropriate form for the following purposes:

- A. Federal and State income tax
- B. Social Security
- C. municipal income tax
- D. West Virginia Retirement System
- E. Section 125 deductions (cafeteria plans)
- F. U.S. Savings Bonds
- G. savings in a chartered credit union
- H. contributions to charitable and not-for-profit corporations and community fund organizations
- I. ~~payment of dues to labor or other organizations~~
- J. payment of group insurance premiums for a plan in which at least five (5) persons of the County employees participate
- K. ~~garnishment and child support payments as required by law~~
- L. 457 Deferred Compensation Plans ~~repayment of loans to the Teacher Retirement Fund~~
- M. PEIA Insurance

**No deductions or assignments of earnings shall be allowed for union, labor organization, or club dues or fees from the compensation of teachers and other employees.**

The Board declares its willingness to enter into an agreement with any of its employees whereby the employee agrees to take a reduction in salary with respect to amounts earned after the effective date of such agreement in return for the Board’s agreement to use a corresponding amount to purchase an annuity for such employee (or group of employees desiring the same annuity company) from any company approved by the Board, authorized to transact the business as specified in law in accordance with Section 403(b) of the Internal Revenue Code, and in accordance with the County’s administrative guidelines. However, it shall be clearly understood that the Board’s only function shall be the deduction and remittance of employee funds.

Said agreement shall comply with all of the provisions of law and may be terminated as said law provides upon notice in writing by either party. Employees shall notify the Superintendent’s Office in writing if they wish to participate in such a program.

In cases when an employee is absent from duty and there is no sick leave applicable, or when the absence is unauthorized, the salary deduction for each day of absence will be based on the employee’s current salary divided by the number of work days required in the official school calendar for each job classification.

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WV Code 18A-4-9(6) WV Code 21-5-1(g)

WV Code 18-5-1, et seq.

Section 403(b), Internal Revenue Code

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Section Board Approve 09-19-22 - Vol. 14, No. 1 - February 2022

Title NEW - Revised Vol. 14, No. 1 - February 2022 - SYSTEM OF ACCOUNTING

Code po6800

Status

#### 6800 - SYSTEM OF ACCOUNTING

As specified by the West Virginia State Board of Education Office of School Finance the Board of Education uses the Uniform School Accounting System by which it keeps an accounting of all District funds. The District's financial records shall show sources of revenue, amounts received, amounts expended, and the disposition of public property. The **Finance Department** shall complete an accounting of all capital assets to protect the financial investment of the District against catastrophic loss. Further, the **Treasurer** shall establish procedures and regulations necessary to properly account for capital assets and comply with Generally Accepted Accounting Principles (GAAP) and ensure that the District's capital assets are properly insured.

The District's system of accounting shall comply with all requirements of the Governmental Accounting Standards Board (GASB), Statements as prescribed by the West Virginia Board of Education's Office of School Finance. In accordance with GASB, the District will report its fund balances in the following categories:

- A. **Nonspendable fund balance** - amounts that cannot be spent because they are either (a) not in a spendable form (which includes items that are not expected to be converted to cash - e.g., inventories or prepaid amounts) or (b) legally or contractually required to be maintained intact (e.g., the corpus of an endowment fund).
- B. **Restricted fund balance** - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.
- C. **Committed fund balance** - amounts constrained to specific purposes by the Board; to be reported as committed, amounts cannot be used for any other purpose unless the Board takes action to remove or change the constraint.
- D. **Assigned fund balance** - amounts the Board *intends* to use for a specific purpose but are neither restricted nor committed; intent can be expressed by the Board or by an official or committee to which the Board delegates the authority.
- E. **Unassigned fund balance** - amounts that are available for any purpose; these amounts are reported only in the general fund.

The Board authorizes its auditors and directs its administrative staff to take all steps necessary to comply with the requirements of GASB 54. All revenue and funds will be designated to one of the above categories.

The **Finance Department** shall maintain a proper accounting of all District funds. S/He shall ensure that expenditures are budgeted under and charged against those accounts that most accurately describe the purpose for which such monies are to be or have been spent. Wherever appropriate and practicable, salaries of individual employees, expenditures for single pieces of equipment, and the like shall be prorated under the several accounts that most accurately describe the purposes for which such monies are to be or have been spent.

The **Finance Department** shall receive all vouchers for payments and disbursements made to and by the Board, and preserve them for the statutorily required period.

The **Treasurer** shall implement procedures and practices that will determine: 1) Capitalization policies for District assets (i.e., which assets will be capitalized and depreciated over their estimated useful life versus which assets will be expensed in year of purchase); 2) Methods for calculating annual and accumulated depreciation expense for assets including estimates for asset lives, residual asset values, and depreciation methodology; and 3) Procedures for recording gain or loss on sale of capital assets and proceeds from the sale of capital assets in compliance with GAAP Reporting of estimated cash values or replacement values to District insurance providers.

The **Treasurer** shall report to the Board and Superintendent on a monthly basis a report that indicates by fund, the beginning cash balance, the current month's receipts, the current month's disbursements and the current month's ending cash balance. The report shall also show the current budget and unencumbered balance for each fund.



The Treasurer is responsible for filing in a timely manner, on behalf of the Board, an annual report with the West Virginia Department of Education on prescribed forms that state the following:

- A. amount of collections and receipts, and accounts due from each source
- B. amount of expenditures for each purpose
- C. amount of the District's debt, the purpose for which each item of such debt was created, and the provision made for the payment thereof, and
- D. other information as the West Virginia Department of Education prescribes on the form

The Board shall, within 120 days after the beginning of each fiscal year, prepare on a form prescribed by the State Auditor and the state superintendent a statement providing the following information:

- A. The receipts and expenditures of the Board during the previous fiscal year arranged under descriptive headings;
- B. The name of each firm, corporation, and person who received more than two-hundred-fifty (\$250) dollars in the aggregate from all funds during the previous fiscal year, together with the aggregate amount received from all funds and the purpose for which paid; and
- C. All debts of the Board, the purpose for which each debt was contracted, its due date, and to what date the interest thereon has been paid.

The Board's annual financial statements shall also include information such as: 1) beginning and ending balances of capital assets; 2) beginning and ending balances of accumulated depreciation, and 3) total depreciation expense for the fiscal year.

Such reporting shall include description of significant capital asset activity during the fiscal year including: acquisitions through purchase or donation, sales or dispositions including the proceeds and gains or losses on the sale, changes in methods of calculating depreciation expense or accumulated depreciation, such as, estimates of useful life, residual values, depreciation methodology (e.g., straight line or other method.

Simultaneous with filing the annual report with the West Virginia Department of Education, the ~~\_\_\_\_\_ shall publish the annual report in a newspaper published in the District, or, if there is none, in a newspaper of general circulation in the District~~ financial statement shall be published either as a class 1-0 legal advertisement in compliance with the provisions of law, and publication area in a newspaper of general circulation in the District or on the District's website provided that prior to publication of the financial statement on the Board's website for the first time, a public hearing is held at which any interested person may express their views on whether the board should publish the statement as a Class 1-0 legal advertisement or on the website. Further, upon publishing a financial statement on the Board's website for the first time, public notice of the availability of such website posting shall be published once a week in a qualified newspaper of general circulation for two (2) successive weeks.

~~The Board's annual financial statements shall also include information such as: 1) beginning and ending balances of capital assets; 2) beginning and ending balances of accumulated depreciation, and 3) total depreciation expense for the fiscal year.~~

~~Such reporting shall include description of significant capital asset activity during the fiscal year including: acquisitions through purchase or donation, sales or dispositions including the proceeds and gains or losses on the sale, changes in methods of calculating depreciation expense or accumulated depreciation, such as, estimates of useful life, residual values, depreciation methodology (e.g., straight line or other method):~~  
If the financial statement is published as a Class 1-0 legal advertisement, the statement shall not include the name of any person who has entered into a contract with the Board pursuant to State code.

If the financial statement is published on the Board's website, the financial statement shall remain posted on the Board's website at least until publication of the next annual statement and include the following required statutory provisions:

- A. The name of every person who has entered into a contract with the Board pursuant to the provisions of law, and amounts paid to each;
- B. Budget estimates; and
- C. A list of the names of each firm, corporation, and person who received less than two-hundred-fifty (\$250) dollars from any fund during such fiscal year showing the amount paid to each and the purpose for which paid.

The Board shall transmit to any resident of the county requesting the same a copy of the published statement for the fiscal year designated, supplemented by a list of the statutorily required standards.



Before implementing procedures or changing procedures, the Treasurer will review the proposed procedure with the auditor appointed by the Board to conduct the Board's financial audit. The procedures established shall comply with all statutorily required standards and generally accepted accounting procedures.

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Governmental Accounting Standards Board Statement #34

Governmental Accounting Standards Board Statement #54



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 Title Copy of PROPERTY INVENTORY  
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#### 7450 - PROPERTY INVENTORY

As steward of the County Board of Education's property, the Board of Education ("Board") recognizes that efficient management and full replacement upon loss requires accurate inventory and properly maintained property records.

The Board shall maintain a perpetual inventory of all Board-owned equipment and supplies annually and G.A.A.P. reporting requirements. ~~The Board shall maintain a perpetual inventory of all Board-owned equipment and supplies annually at such intervals as will coincide with property insurance renewal and G.A.A.P. reporting requirements.~~

For purposes of this policy "equipment" means tangible personal property (including information technology systems) having a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds the current State threshold amount for equipment. ~~For purposes of this policy "equipment" shall mean a unit of furniture or furnishings, an instrument, a machine, an apparatus, or a set of articles which retains its shape and appearance with use, is nonexpendable, costs at least \$5,000 as a single unit and does not lose its identity when incorporated into a more complex unit. When defining supplies for inventory purposes, no items will be counted whose total value is less than \$ 1,000.~~

"Capital assets" means tangible or intangible assets used in operations having a useful life of more than one (1) year which are capitalized in accordance with GAAP.

Capital assets include equipment as well as the following:

- A. land, buildings (facilities), and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
- B. additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).

Capital expenditures, which are expenditures for capital assets, require prior written approval in order to be allowable in certain situations. General purpose equipment, buildings, and land, as well as improvements to land, buildings, or equipment which materially increase their value or useful life, are unallowable as direct charges unless the Federal awarding agency or pass-through entity provides prior written approval. Whereas capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity.

When defining supplies for inventory purposes, no items will be counted whose total value is less than \$500.00.

For the purposes of this policy "consumable supplies" shall mean a commodity which, when used in the ordinary course of business, will become consumed or of no market value. Also referred to as an expendable commodity.

"Computing devices" are machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories for printing, transmitting and receiving, or storing electronic information. Examples of computing devices include laptops, smartphones, tablets, etc. Computing devices are classified as equipment if their acquisition cost meets the above-mentioned equipment threshold. Computing devices that do not meet the acquisition cost threshold are considered supplies. Regardless of whether a computing device is classified as an equipment or supply, it must be counted during the inventory.

It shall be the duty of the Treasurer, assisted by the Supervisor for Maintenance and WVEIS Coordinator, to ensure that inventories are recorded systematically and accurately and property records of equipment are updated and adjusted annually be reference to purchase orders and withdrawal reports.

Major items of equipment shall be subject to annual spot check inventory to determine loss, misplacement, or depreciation; any major loss shall be reported to the Board.

Property records of consumable supplies shall be maintained on a perpetual inventory basis. Consumable supplies inventory records should include for each item or group of items the following information: name of item, quantity purchased, date of purchase, cost, reorder point, amount dispensed, and date dispensed. A physical count of all supply inventory shall take place as of June 30th each school year and this count shall be reconciled with the perpetual inventory records.

The Treasurer, through the WVEIS, shall maintain a system of property records which shall show, as appropriate to the item recorded, the:

- A. description of the property
- B. serial number or other identification number
- C. source of funding for the property
- D. titleholder
- E. acquisition date
- F. acquisition cost
- G. percentage of Federal participation in the project costs for the Federal award under which the property was acquired
- H. location
- I. use and condition of the property
- J. ultimate disposition data including the date of disposal and sales price
- K. manufacturer
- L. evaluation in conformity with insurance requirements

Equipment and computing devices acquired under a Federal award will vest upon acquisition to the District, subject to the following conditions:

- A. The property shall be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award.
  - 1. When no longer needed for the original program or project, the property may be used in other activities in the following order of priority: 1) activities under a Federal award from the Federal awarding agency which funded the original program or project; then 2) activities under Federal awards from other Federal awarding agencies.
  - 2. During the time that property is used on the project or program for which it was acquired, the District must also make the property available for use on other projects or programs currently or previously supported by the Federal program, provided that the use will not interfere with the work on the original project or program.
- B. The property shall not be encumbered without the approval of the Federal awarding agency or the pass-through entity.
- C. The property may only be used and disposed of in accordance with the provisions of the Federal awarding agency or the pass-through entity and Policy 7300 and Policy 7310.
- D. Property records shall be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), title entity, acquisition date, cost of the property, percentage of Federal participation in the project costs for the award under which the property was acquired, the location, use, and condition of the property, and ultimate disposition data, including date of disposal and sale price of the property, in accordance with this policy.
- E. A physical inventory of the property must be taken and results reconciled with property records at least once every two (2) years, in accordance with this policy.
- F. A control system shall be developed to provide adequate safeguards to prevent loss, damage, or theft of the property. Any such loss, damage, or theft shall be investigated.
- G. Adequate maintenance procedures shall be implemented to keep the property in good condition.

- H. Proper sales procedures shall be established to ensure the highest possible return, in the event the Board is authorized or required to sell the equipment/property.
- I. When original or replacement equipment acquired under a Federal award is no longer needed for the original project/program or for activities currently or previously supported by a Federal awarding agency, and except as otherwise provided by Federal statutes, regulations, or Federal awarding agency disposition instructions, the Board shall request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment shall be made in accordance with the provisions of C.F. R. 200.313.

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~~description and identification;~~

- A. ~~manufacturer;~~
- B. ~~year of purchase;~~
- C. ~~initial cost;~~
- D. ~~location;~~
- E. ~~condition and depreciation;~~
- F. ~~evaluation in conformity with insurance requirements.~~

Legal	2 C.F.R. 200.313, WV Code 18-9B-12 (2005)
	WV State Board of Education Policy 8200
	WV Code St. R. 126-202-1 (2005)
	WV Code 18-9B-12 (2005)
	WV State Board of Education Policy 8100
	WV Code St. R. 126-200-2 (2005) (Public School Finance – Incorporation by Reference)





7-5007


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Section Board Approved 10-03-22

Title Copy of SUBSTITUTES IN AREAS OF CRITICAL NEED AND SHORTAGE

Code po3120.12

Status

Adopted January 4, 2010 

Last Revised September 1, 2021

### 3120.12 - **SUBSTITUTES IN AREAS OF CRITICAL NEED AND SHORTAGE**

#### **Purpose**

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

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

The Board additionally finds and determines that:

- A. there presently exists within Marion County a critical need for substitute teachers in the areas of:
1. foreign language
  2. Special Education

3. math
4. science
5. nurses
6. speech-language pathologists
7. elementary
8. Pre-K
9. Family and Consumer Science
10. Technology Education
11. English Language Arts
12. Social Studies
13. Health Education
14. Physical Education
15. Art
16. Music
17. Library Science
18. Business Education
19. Counselor

B. and that, there is also a shortage of available certified substitute teachers, who are not retired, available to cover these areas of critical need.

Accordingly, the Board hereby authorizes the employment of retired teachers as substitute teachers during the 202~~21~~-202~~32~~ school year on an expanded basis in those areas of critical need and shortage noted above as is recommended by the Superintendent. In no case shall a retired teacher be employed where there is available for employment another teacher holding certification and training in the area of need who is not retired and who will accept the substitute assignment.

This policy shall be effective upon approval by the West Virginia Board of Education for the 202~~21~~-202~~32~~ school year only, subject to annual review by the County Board and re-approval by the West Virginia Board of Education.

Prior to employment of a retired teacher as a critical needs substitute teacher beyond the post-retirement employment limitations established by the Consolidated Public Retirement Board ("Retirement Board"), the Superintendent shall submit to the West Virginia Board of Education in a form approved by the Retirement Board and the West Virginia Board of Education, an affidavit signed by the Superintendent stating the name of the county, the fact that the county has adopted a policy to employ retired teachers as substitutes to address areas of critical need and shortage, the name or names of the person or persons to be employed as a critical needs substitute pursuant to the policy, the critical need and shortage area position filled by each person, the date that the person gave notice to the county board of the person's intent to retire, and the effective date of the person's retirement. Upon verification of compliance with West Virginia Code 18A-2-3 and the eligibility of the critical needs substitute teacher for employment beyond the post-retirement limit, the West Virginia Board of Education shall submit the affidavit to the Retirement Board.

The County Board shall cooperate with the West Virginia Board of Education to verify the county's compliance with the requirements of this code section and verify the eligibility of the critical needs substitute teacher (i.e., adoption of local policy, electronic posting of position opening, retirement date effective before the first day of July preceding at least the fiscal year during which he or she is employed, continuous and ongoing electronic posting seeking fully certified non-retired teacher, and absence of a non-retired teacher who holds certification and training in the required area).

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

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

A retired teacher is eligible to be employed as a critical needs substitute to fill a vacant position only if the retired teacher's retirement became effective before the first day of July preceding at least the fiscal year during which s/he is employed as a substitute.

When a retired teacher is employed as a critical needs substitute to fill a vacant position, the position vacancy shall be posted electronically and easily accessible to prospective employees.

Every contract of employment for such retired teachers to be employed for periods beyond the post-retirement employment limitation established by the consolidated public retirement board shall include therein the following information:

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

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

The W. Va. Code that authorizes this policy is scheduled to expire June 30, 2025.

Revised 5/20/13

Revised 11/2/15

Revised 2/20/17

Revised 3/20/17

Revised 8/27/18

Revised 8/19/19

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Title Copy of NON-RENEWAL OF PROBATIONARY TEACHER CONTRACT

Code po3142

Status

Adopted August 1, 2007

Last Revised July 7, 2014

3142 - **NON-RENEWAL OF PROBATIONARY TEACHER CONTRACT**

The Superintendent at a meeting of the Board of Education on or before **May 1st April 15th** of each year shall provide in writing to the Board a list of all probationary teachers that s/he recommends to be rehired for the next ensuing school year. The Board shall act upon the Superintendent's recommendation at that meeting. Any probationary teacher who is not rehired by the Board at that meeting shall be notified in writing, by certified mail, return receipt requested, to such person's last known addresses within ten (10) days following said Board meeting, of their not having been rehired or not having been recommended for rehiring.

If the reason for non-renewal is based solely on lack of need, the teacher shall be eligible for placement on the preferred recall list and shall, upon reemployment, resume the employment status that would have existed in the ensuing year of employment had the contract not been non-renewed.

If the reason for non-renewal is for cause, the reasons assigned must be legitimate and material to performance expectations. However, if a probationary teacher's performance has been mediocre, as judged by the Superintendent, the reason may constitute an expectation that a better teacher may be secured if the position is reposted. It is not necessary that a probationary teacher's performance be deemed unsatisfactory as a requisite for non-renewal of contract.

Any probationary teacher who receives notice that s/he has not been recommended for rehiring who has not been reemployed may within ten (10) days after receiving the written notice request a statement of the reasons for not having been rehired and may request a hearing before the Board. Such hearing shall be held at the next regularly scheduled Board meeting or a special meeting of the Board called within thirty (30) days of the request for hearing. At the hearing, the reasons for the non-rehiring must be shown.

Any hearing conducted shall be conducted by a majority of the members of the Board. The hearing shall be held in executive session of the Board unless the teacher requests the hearing in public. The hearing shall be recorded mechanically. The Board may be represented by counsel and the teacher may be represented by counsel or a designee. The hearing shall include the opportunity for presentation of evidence, confrontation and examination of witnesses, and the review of arguments of both the teacher and the Board. A record of the hearing may be taken by either party at the expense of the party taking the record. Within ten (10) days of the conclusion of the hearing, the Board shall issue to the teacher a written decision containing an order affirming the intention of the Board not to reemploy the teacher or an order vacating the intention not to reemploy and expunging any record of the intention, notice of the intention, and the hearing.

If the sole reason for non-renewal is lack of need the teacher shall be placed on the preferred recall list.

A teacher may appeal an order affirming the intention of the Board not to reemploy the teacher to the West Virginia Public Employees Grievance Board.

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**Revised 07/07/14**

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WV Code 18A-2-8a



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Code po4142

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4142 - **NON-RENEWAL OF A SERVICE PERSONNEL PROBATIONARY CONTRACT** (e)

The Superintendent at a meeting of the Board of Education on or before **May 1st**~~April 15th~~ of each year shall provide in writing to the Board a list of all probationary service personnel that s/he recommends to be rehired for the next ensuing school year. The Board shall act upon the Superintendent's recommendations at that meeting. Any probationary service personnel who is not rehired by The Board at that meeting shall be notified in writing, by certified mail, and return receipt requested, to such persons' last known address within ten (10) days following said Board meeting, of their not having been rehired or not having been recommended for rehiring.

If the reason for non-renewal is based solely on lack of need, the service personnel shall be eligible for placement on the preferred recall list and shall, upon reemployment, resume the employment status that would have existed in the ensuing year of employment had the contract not been non-renewed.

If the reason for non-renewal is for cause, the reasons assigned must be legitimate and material to performance expectations. However, if a service personnel's performance has been mediocre, as judged by the Superintendent, the reason may constitute an expectation that a better service personnel may be secured if the position is re-posted. It is not necessary that a service personnel's performance be deemed unsatisfactory as a requisite for non-renewal of contract.

Should a hearing be requested, the burden shall be on the Superintendent to show the reasons for non-rehiring. The hearing shall be held in executive session unless the employee requests the hearing to be conducted in public. The hearing shall be recorded by mechanical means. The Board and/or the Superintendent may be represented by counsel and the employee may be represented by counsel or a representative. The hearing shall include, for each party, the opportunity for presentation of evidence, confrontation and examination of witnesses. At the conclusion of the hearing the Board may deliberate and, following its deliberation, shall either affirm the decision of non-renewal or set aside the decision on non-renewal. The Superintendent shall provide the employee of written notice of the Board's decision within two (2) days of the hearing.

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### 5130 - WITHDRAWAL FROM SCHOOL

The Board of Education affirms that, while statute requires attendance of each student from six (6) years of age by September 1st or five (5) years of age by September 1st if enrolled in kindergarten, and not formally withdrawn, it is in the best interest of both students and the community that they complete the educational program that will equip them with skills and increase their chances for a successful and fulfilling life beyond the schools. A child enrolled in kindergarten is deemed to be of compulsory school age unless the child's parent or guardian, at the parent or guardian's discretion and in consultation with the child's teacher and principal, formally withdraws the child from kindergarten.

A student is officially enrolled when one (1) of the following conditions occur:

- A. student was enrolled the previous year;
- B. student appears at school to enroll with or without a parent/guardian; or
- C. student and/or parent/guardian appears at school to enroll with or without records.

A dropout is an individual who:

- A. was enrolled in school at some time during the previous school year and was not enrolled on October 1st of the current school year; or
- B. was not enrolled on October 1st of the previous school year although expected to be in membership (i.e., was not reported as a dropout the year before); and
- C. has not graduated from high school, obtained a GED diploma, or completed a State- or District-approved education program; and
- D. does not meet any of the following exclusionary conditions:
  1. transfer to another public school district, private school, registered home school, or State - or District-approved education program;
  2. **participates in a learning pod or micro school;**
  3. temporary school-recognized absence due to suspension or illness; or
  4. death.

For students of ages seventeen (17) or older, the dropout date is defined as the school day after the student's last day of attendance.

The Board directs that whenever a student wishes to withdraw, effort should be made to determine the underlying reason for such action and the resources of the School System should be used to assist the student in reaching his/her career goals. No student under the age of eighteen (18) will be permitted to withdraw without the written consent of a parent.

**Whenever a student, at least fifteen (15) but less than seventeen (17) years of age, withdraws from school, the attendance director or chief administrator shall notify the Division of Motor Vehicles of the student's withdrawal no later than five (5) days from the date of the withdrawal with the following exceptions. No notice shall be sent to the Division of Motor Vehicles to restrict the student's motor vehicle operator's license whenever the withdrawal from school of the student, the student's failure to enroll in a course leading to or to obtain a GED or high school diploma is due to a circumstance or circumstances beyond the control of the student, or the withdrawal from school is for the purpose of transfer to another school as confirmed in writing by the student's parent or guardian to the Division of Motor Vehicles. If the student is applying for a license under the same exceptions above, the attendance director or chief administrator shall provide the student with documentation to present to the Division of Motor Vehicles to excuse the student from the permit restrictions. The School District**



Superintendent (or the appropriate school official) with the assistance of the District attendance director and any other staff or school personnel shall be the sole judge of whether any of the grounds for restriction of a license as provided by this policy are due to a circumstance or circumstances beyond the control of the student. ~~The West Virginia Division of Motor Vehicles shall deny a license or instruction permit for the operation of a motor vehicle to any person under the age of eighteen (18) who does not at the time of application present a diploma or other certificate of graduation issued to the person from a secondary high school of this State or any other state, or documentation that the person:~~

- ~~A. is enrolled and making satisfactory progress in a course leading to a general educational development certificate (GED, TASC or other State approved exam) from a State approved institution or organization, or has obtained such certificate;~~
- ~~B. is enrolled in a secondary school of this State;~~
- ~~C. is a West Virginia resident enrolled in an out-of-state school;~~
- ~~D. is excused from such requirement due to circumstances beyond his/her control; or~~
- ~~E. is enrolled in an institution of higher education as a full-time student in this State or any other state;~~

~~No later than five (5) days from the date of withdrawal, the attendance director or chief administrator of the school system shall notify the West Virginia Division of Motor Vehicles of the withdrawal from school of any student fifteen (15) years of age, but less than eighteen (18) years of age. If a student's withdrawal from school is beyond the control of the student and such student is applying for a license, the attendance director or chief administrator of the school system shall provide the student with documentation to present to the West Virginia Division of Motor Vehicles to secure his/her license or instructional permit. The school district superintendent (or the appropriate school official of any private secondary school), with the assistance of the county attendance director or any other staff or school personnel, shall be the sole judge of whether such withdrawal is due to circumstances beyond the control of such person.~~

~~For the purposes of obtaining or retaining a license or permit, withdrawal is defined as more than ten (10) consecutive, or fifteen (15) total days, unexcused absences during a school year. Suspension or expulsion from school or imprisonment in a jail or a West Virginia correctional facility is not a circumstance beyond the control of the person. A student must maintain satisfactory attendance during one complete semester following the revocation of his/her driver's license in order to be eligible for the privilege of operating a motor vehicle.~~

Within five (5) days of receipt of the withdrawal notice, the Division of Motor Vehicles shall send notice to the student that the student's instruction permit or license to operate a motor vehicle will be restricted to driving for work or medical purposes or educational or religious pursuit under the provisions of WV Code 17B-3-6 on the 30th day following the date the notice was sent unless documentation of compliance is received by the Division of Motor Vehicles before that time. The notice shall also advise the student that s/he is entitled to a hearing before the District Superintendent of Schools or his/her designee concerning whether the student's withdrawal from school was due to a circumstance or circumstances beyond the control of the student. If restricted, the division may not reinstate an instruction permit or license until the student returns to school or the student attains seventeen (17) years of age.

Upon written request of a student, within ten (10) days of receipt of a notice of restriction, the Division of Motor Vehicles shall afford the student the opportunity for an administrative hearing. The scope of the hearing shall be limited to determining if there is a question of improper identity, incorrect age, or some other clerical error.

For the purposes of this policy and pursuant to WV Code 18-8-11, withdrawal is defined as more than ten (10) consecutive, or fifteen (15) days total, unexcused absences during a school year or suspension pursuant to WV Code 18A-5-1a(a) and (b). Suspension or expulsion from school or imprisonment in a jail or a West Virginia correctional facility is not a circumstance beyond the control of the person. If suspended, the WVDPMV may not reinstate a license before the end of the semester following that in which the withdrawal occurred.

"Circumstances outside the control of the student" shall include, but not be limited to, medical reasons, familial responsibilities, and the necessity of supporting oneself or another.

The Superintendent shall ensure, through administrative guidelines, that proper procedures are established so that such notification complies with State law.

The Superintendent shall develop administrative guidelines for withdrawal from school which:

- A. make counseling services available to any student who wishes to withdraw;
- B. help the student define his/her own educational life goals and help plan the realization of those goals;
- C. inform the student of alternative programs;
- D. assure the timely return of all School System-owned supplies and equipment in the possession of the student.

The Superintendent may initiate and maintain expulsion proceedings against a student who has committed an act that warrants expulsion under Board policy even if the student withdraws from school prior to the hearing or decision to impose the expulsion. Any resulting expulsion shall be noted in the student's record and shall be imposed for the same duration it would have been had the student remained enrolled.

Revised 1/4/10

Legal

West Virginia Board of Education and Policy 4110  
WV Code 18-5-17,18-5-18, and 18-8-1a





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The Board of Education, along with the West Virginia Board of Education recognizes that driving a vehicle is a privilege and that West Virginia Code requires that when young people, at least fifteen (15) but less than seventeen (17) years of age withdraw from school, the attendance director or chief administrator shall notify the West Virginia Division of Motor Vehicles (DMV) of the student's withdrawal no later than five (5) days from the date of the withdrawal.

Whenever a student, at least fifteen (15) but less than seventeen (17) years of age, is enrolled in a secondary school and fails to maintain satisfactory academic progress, the attendance director or chief administrator shall notify the West Virginia Division of Motor Vehicles (DMV) of the student's unsatisfactory academic progress no later than five days of that determination.

Within five (5) days of receipt of the notice of withdrawal or unsatisfactory academic progress, the Division of Motor Vehicles shall send notice to the student that the student's instruction permit or license will be restricted to driving for work or medical purposes or educational or religious pursuits under the provisions of WV Code 17B-3-6 on the 30th day following the date the notice was sent unless documentation of compliance with this policy is received by the Division of Motor Vehicles before that time. The notice shall also advise the student that s/he is entitled to a hearing before the District Superintendent of Schools or his/her designee concerning whether the student's withdrawal or failure to make satisfactory academic progress was due to a circumstance or circumstances beyond the control of the student.

When withdrawal from school or unsatisfactory academic progress is determined to be beyond the student's control, or withdrawal from school is for the purpose of transferring to another school, and is documented by a parent or guardian, no notice shall be sent to the DMV to restrict the student's license. If a student is applying for a license, the attendance director or chief administrator shall provide that student with documentation to present to the DMV to excuse the student from all of the above provisions.

Upon written request of a student, within 10 days of receipt of a notice of restriction, the Division of Motor Vehicles shall afford the student the opportunity for an administrative hearing. The scope of the hearing shall be limited to determining if there is a question of improper identity, incorrect age, or some other clerical error.

Once a restriction is ordered, the division may not reinstate an instruction permit or license until the student shows satisfactory academic progress or until the student attains seventeen (17) years of age.

Withdrawal from School occurs when a student accrues more than ten (10) consecutive days or fifteen (15) total days of unexcused absences during a school year or is suspended from school pursuant to WVCode 18A-5-1a and 18A-5-1a(b).

Satisfactory Academic Progress is determined when a student attains and maintains grades that will allow graduation and course work in an amount of time sufficient to allow graduation in five (5) years or by age nineteen (19), whichever is earlier. This calculation includes the minimum annual earning of five credits to be on track to graduate in five (5) years based on the graduation requirements set forth in WV Policy 2510.

Circumstances beyond the control of the student shall include, but not be limited to, medical reasons, familial responsibilities, and the necessity of supporting oneself or another. Suspension or expulsion from school or imprisonment in a West Virginia Division of Corrections and Rehabilitation facility is not a circumstance beyond the control of the student and shall be considered an unexcused absence for purposes of reporting withdrawals pursuant to this policy. The District Superintendent, with the assistance of the attendance director and any other staff or school personnel, shall be the sole judge of whether any of the grounds for restriction of a license as provided by this policy are due to circumstances beyond the control of the student.

WV Board of Education policy 2422.2  
WV Code 17B-2-3a  
WV Code 17B-3-6  
WV Code 18-2-5  
WV Code 18-8-11  
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**5140—STUDENT DRIVER ELIGIBILITY CERTIFICATE**

The Board of Education, along with the West Virginia Board of Education (hereinafter WVBE) recognizes that driving a vehicle is a privilege and that West Virginia Code requires young people at least fifteen (15) but less than eighteen (18) years of age to maintain specified driver eligibility requirements related to school attendance, personal behavior and academic progress in order to obtain and maintain a West Virginia license or instruction permit for the operation of a motor vehicle. While the West Virginia Department of Motor Vehicle (hereinafter WVDMV) has the authority to deny and suspend a license or instruction permit for the operation of a motor vehicle, the West Virginia Code places certain responsibilities on school administrators to identify students who do not meet any or all of the driver eligibility requirements and communicate this information to the WVDMV.

**Definitions**

- A. ~~Circumstances Outside the Control of the Student—shall include, but not be limited to, medical reasons, familial responsibilities and the necessity of supporting oneself or another. Suspension or expulsion from school or imprisonment in a jail or a West Virginia correctional facility is not a circumstance beyond the control of the student, and for purposes of operating a motor vehicle only shall be considered an unexcused absence.~~
- B. ~~Driver's Eligibility Certificate—documentation provided by the County to the student verifying that the student has met the attendance, behavioral and academic expectations set forth by WV Code 18-8-11 that are required for application or reinstatement of an instruction permit or license to operate a motor vehicle.~~
- C. ~~Satisfactory Academic Progress—attaining and maintaining grades sufficient to allow for graduation and course work in an amount sufficient to allow graduation in five (5) years or by age nineteen (19), whichever is earlier (beginning with the completed 2008—09) school year;
 
  - 1. ~~This would calculate in the minimum annual earning of five (5) credits to allow graduation in five (5) years based on the graduation requirements set in WVBE policy 2510.~~
  - 2. ~~Three (3) of the five (5) credits earned annually must be from the core requirements identified in WVBE policy 2510.~~~~
- D. ~~Withdrawal—for the purpose of driver's license eligibility, withdrawal is defined as the following reasons for which the County shall deny or revoke a Driver's Eligibility Certificate from any student at least fifteen (15) but less than eighteen (18) years of age:
 
  - 1. ~~More than ten (10) consecutive or fifteen (15) total days unexcused during a school year.~~
  - 2. ~~Suspension pursuant to WV Code 18A-5-1a and 18A-5-1b, which include the following behaviors when committed on the premises of an educational facility, at a school-sponsored function, or on a school bus:
 
    - a. ~~assault and/or battery on school employees~~
    - b. ~~possessing deadly weapons~~
    - c. ~~sale of a narcotic drug~~
    - d. ~~committing an act or engaging in conduct that would constitute a felony under West Virginia Code if committed by an adult~~
    - e. ~~unlawfully possessing a controlled substance governed by the uniform controlled substances act as described in WV Code 60A-1.1 et seq.~~~~~~

The Board shall support and require the County Attendance Director and all school administrators to implement and execute the following duties defined in WV Code 18-8-11, regarding driver's eligibility for a license or instruction permit to operate a motor vehicle and West Virginia Board of Education policy 4110, Attendance:

- A. ~~Provide, upon request, a Driver's Eligibility Certificate on a form (hard copy or electronic) approved by West Virginia Department (hereinafter WVDE) to any student at least fifteen (15) but less than eighteen (18) years of age who is in satisfactory standing with regard to attendance, behavior, and academic progress in a school under the jurisdiction of the official for presentation to the WVDMV on application for or reinstatement of an instruction permit or license to operate a motor vehicle.~~
- B. ~~Provide notification to the WVDMV whenever a student at least fifteen (15) but less than eighteen (18) years of age withdraws from school, is suspended pursuant to WV Code 18A-5-1a and 18A-5-1b and/or fails to maintain satisfactory academic progress, except when the withdrawal or failure to make satisfactory academic progress except when the withdrawal is due to circumstances outside the control of the student. Notification must be provided to the WVDMV no later than five (5) days from the date of the withdrawal and/or suspension. Notification must be provided to the WVDMV no later than five (5) days from the end of the school year for failure to maintain satisfactory academic progress.~~
- C. ~~Provide the opportunity, upon request, for a student who has been denied a Driver's Eligibility Certificate or has received a revocation notice, to have a hearing before the Superintendent of Schools or his/her designee concerning whether the student's withdrawal from school or failure to make satisfactory academic progress was due to a circumstance or circumstances beyond the control of the student. The County Superintendent, with the assistance of appropriate staff, shall be the sole judge of whether any of the grounds for denial or suspension of a license or instruction permit are due to a circumstance or circumstances beyond the control of the student.~~
- D. ~~a review process that allows students to have their Driver's Eligibility Certificate reinstated upon demonstration of satisfactory progress as follows:
 
  - 1. ~~Reinstatement requests related to withdrawal for unexcused absences shall be reviewed as outlined in WV Code 126 CSR 81, WVBE policy 4110—Attendance, at the end of the semester following that in which the withdrawal occurred.~~~~

2. ~~Reinstatement requests related to withdrawal for failure to make satisfactory academic progress shall be reviewed at the end of each school year for the purpose of reinstating the Driver's Eligibility Certificate.~~
3. ~~Reinstatement requests related to withdrawal for suspension pursuant to WV Code 18A-5-1a(a) and 18A-5-1a(b) shall be reviewed after all disciplinary sentences have been served for the purpose of reinstating the Driver's Eligibility Certificate.~~

Legal

WV Board of Education policy 2422.2

WV Code 17B-2-3a, 17B-3-6, 18-2-5 and 18-8-11





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**5200 - ATTENDANCE**

The educational program offered by this Board of Education is predicated upon the presence of the student and requires continuity of instruction and classroom participation. The County recognizes that a direct relationship exists between students' daily attendance and academic performance, graduation, and good work habits in the workplace. To facilitate good attendance this school system will maintain a positive, safe environment conducive to learning, and commit to helping students develop responsibility, self-discipline, and other good work habits.

**Definitions**

**Absence**

Not being physically present in the school facility for any reason.

**Allowable Deductions for Schools**

Absences that result from school-approved curricular/co-curricular activities; failure of the bus to run/hazardous conditions; students not in attendance due to disciplinary measures and county directed placements outside the traditional classroom environment including but not limited to homebound placement and in-school suspension.

**Attendance**

For statistical purposes, attendance will be reported and aggregated to the nearest half day:

- A. full-day attendance means being present at least .74 of the school day;
- B. half-day attendance means being present at least .50 of the school day.

**Compulsory School Age**

**Begins with the school year in which the sixth birthday is reached prior to July 1 of such year or upon enrolling in a publicly supported kindergarten program and continues to the seventeenth birthday for as long as the student continues to be enrolled in a school system after the seventeenth birthday.**

**Dropout**

A student dropout is an individual who:

- A. was enrolled in school at some time during the previous school year and was not enrolled on October 1st of the current school year; or
- B. was not enrolled on October 1st of the previous school year although expected to be in membership (i.e., was not reported as a dropout the year before); and
- C. has not graduated from high school, obtained a Test Assessing Secondary Completion (TASC) diploma, or completed a State- or District-approved education program; and
- D. does not meet any of the following exclusionary conditions:
  - 1. transfer to another public school district, private school, registered home school, or State- or District-approved education program;

2. participates in a learning pod or micro school;

3. temporary school-recognized absence due to suspension or illness; or

4. death.

**Dropout Date**

The school day following the student's last day of attendance.

**Enrollment**

A student is officially enrolled when one (1) of the following conditions occur:

- A. student was enrolled the previous year
- B. student appears at school to enroll with or without a parent/guardian, or
- C. student and/or parent/guardian appears at school to enroll with or without records

**Excused Student Absences**

- A. Absences that result from school-approved curricular/co-curricular activities; failure of the bus to run/hazardous conditions, SAT Plan, IEP or 504 Plan and other Board approved excused absences.
- B. Personal illness or injury of the student.
- C. Personal illness or injury of the student's parent, guardian, custodian, or family member. The excuse must provide a reasonable explanation for why the student's absence was necessary and caused by the illness or injury in the family.
- D. Medical or dental appointment with written excuse from physician or dentist.
- E. Documented chronic medical conditions or disability that may require multiple or regular absences. These conditions must be documented annually with a valid physician's note that explains the condition and anticipated impact on attendance. The necessity for the absences must be approved and reviewed quarterly by the SAT, IEP, or 504 team.
- F. Participation in homebound or hospital instruction due to an illness or injury or other extraordinary circumstances that warrants home or hospital confinement. In order to satisfy the requirements of West Virginia State Board of Education policy 2510, Assuring the Quality of Education: Regulations for Education Programs, Policy 2412 - Homebound/Hospital Instruction Program is incorporated by reference into this policy.
- G. Documented disabilities consisting of any mental or physical impairments that substantially limit one or more major life activities and are documented annually with a valid physician's note that explains the disability and the anticipated impact on attendance. The necessity for the absences must be approved and reviewed quarterly by the SAT, IEP or 504 team.
- H. Calamity, such as a fire or flood.
- I. Death in the family.
- J. Judicial obligation or court appearance involving the student.
- K. Military requirements for students enlisted or enlisting in the military.
- L. Personal or academic circumstances approved by the principal.
- M. The District determines the following situations as excused absences provided that absences of students with disabilities shall be in accordance with the Individuals with Disabilities Education Improvement Act of 2004 and the Federal and State regulations.
  - 1. observation or celebration of a bona fide religious holiday
  - 2. attendance at approved religious instruction
  - 3. leaves of educational value with the following stipulations:
    - a. prior approval of school administrator



- b. prior submission and approval of an educational plan detailing objectives and activities of leave
  - c. verification of implementation of the educational plan upon student's return
  - d. school administrator may approve a plan not to exceed ten (10) days
  - e. Superintendent may approve a plan for more than ten (10) days
4. contagious parasite conditions, such as lice, shall be excused absences, not to exceed two (2) days per incident
  5. illness of a student verified by parents/guardians, not to exceed five (5) days per semester.

If the student's absences exceed two (2) days, the absences shall be unexcused unless written verification from a physician supports a longer time period.

#### **Absence During the School Day for Professional Appointments**

Parents are to be encouraged to schedule medical, dental, legal, and other necessary appointments other than during the school day. Since this is not always possible, when a student is to be absent for part of the day:

- A. the student shall bring a signed statement from the doctor, dentist, lawyers, counselor, etc. to the effect that s/he reported promptly for the appointment;
- B. the student shall report back to school immediately after his/her appointment if school is still in session.

Attendance need not always be within Board-owned school facilities, but a student is considered to be in attendance if present at any place where school is in session by the Board.

The Board shall consider each student assigned to a program of other guided learning experiences to be in regular attendance for the program provided that s/he reports to such staff member s/he is assigned for guidance at the place in which s/he is conducting study, and regularly demonstrates progress toward the objectives of the course of study. This includes approved home/hospital instruction for medical reasons with written documentation by a licensed physician who specializes in that health condition setting forth those extenuating circumstances requiring homebound instruction for a student deemed to be incapacitated and unable to attend school. The Board shall provide home/hospital instruction to students who are temporarily unable to attend classes for a period that has lasted or will last for more than three (3) consecutive weeks or more due to an injury or for any other reason as certified by a licensed physician who specialized in that health condition. Refer to Policy 2412, Homebound/Hospital Instruction Program.

#### **Unexcused Absences**

A student's absence will be considered as an unexcused absence if it does not meet the criteria for excused absences listed above.

#### **Tardy**

Any student who arrives at school after the start of the school day or is late reporting to his/her assigned location during the school day shall be considered to be tardy. A tardy may be excused or unexcused and shall be determined by the teacher.

#### **Homeless Children and Youths**

As defined in the McKinney-Vento Act means individuals who lack a fixed, regular, and adequate nighttime residence and includes:

- A. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals;
- B. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- C. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
- D. migratory children who qualify as homeless because the children or youth are living in circumstances as described in the above descriptions.

#### **Meaningful Contact**

Process, whereby an attendance director, assistant director, or building level administrator shall make meaningful contact with the parent/guardian/custodian to ascertain the reason(s) for Unexcused Absences and what measures the school may employ to assist the student in attending and not incurring additional Unexcused Absences.

### Satisfactory Academic Progress

Satisfactory academic progress means the attaining and maintaining of grades sufficient to allow for graduation and coursework in an amount sufficient to allow graduation in five (5) years or by age nineteen (19), whichever is earlier. This calculation includes the minimum annual earning of five (5) credits to be on track to graduate in five (5) years based on the graduation requirements set forth in WVBE policy 2510. Three (3) of the five (5) credits earned annually must be in the graduation requirements in WVBE policy 2510.

### School of Origin

As defined in the McKinney-Vento Act, it is the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

### Transfer

Transfer is a process by which a student ends enrollment or attendance in one location and begins enrollment or attendance in a second location (e.g., within a county, between counties, or out of state). This can be evidenced through a transcript request or other documentation that the student is continuing elementary or secondary education.

### Responsibilities

#### A. Student and Parent/Guardian/Custodian

Foremost, it is the legal responsibility of the parent, guardian, or custodian to make sure their child attends school regularly and on time while enrolled in school. Attendance and reporting to class on time shall be required of all students enrolled in the schools during the days and hours that the school is in session or during the attendance sessions to which s/he has been assigned.

#### B. Parent/Guardian/Custodian/Adult Student

Each building principal shall require, from the parent, guardian, or custodian of each student of compulsory school age or from an adult student who has been absent from school or from class for any reasons, a written statement on the day of return of the cause for such absence. The Board reserves the right to verify such statements and to investigate the cause of each single absence or prolonged absence.

Repeated infractions of Board policy on attendance, including repeated tardiness, may result in disciplinary actions which may include, but are not limited to, detention, extra class time, and/or alternative class settings.

Each parent, guardian, or custodian will be responsible for fully cooperating in and completing the enrollment process by providing: immunization documentation (W.Va. Code 16-3-4), copy of a certified birth certificate or affidavit (W.Va. Code 18-2-5(c)), signed suspension and expulsion document (W.Va. Code 18-5-15), and any other documents required by Federal, State, and/or local policies or code.

#### C. Board

The Board shall employ a certified County Director of Attendance as required by WV Code 18-8-3-4.

The Board shall support and require the County Attendance Director to implement and execute the duties as defined in WV Code 18-8-4 including the requirement to serve as the liaison for homeless children and youth.

The Board shall support and require the principal of each school to implement and execute the duties as defined in WV Code 18-8-5.

##### 1. County Attendance Director

The County Attendance Director and his/her assistants shall diligently promote regular school attendance. They shall ascertain reasons for absences from school of students of compulsory school age and students who remain enrolled beyond the compulsory school age birthday, and take such steps as are, in their discretion, best calculated to encourage the attendance of students and to impart upon the parents and guardians the importance of attendance and the seriousness of failing to do so.

In the case of three (3) total unexcused absences of a student during a school year, the Attendance Director, assistant, or principal shall make meaningful contact with parent, guardian, or custodian of the student to ascertain the reasons for the unexcused absences and what measures the school may employ to assist the student in attending and not incurring any additional unexcused absences. If the student has five (5) unexcused absences, the Attendance Director, assistant or principal shall again make meaningful contact with parent, guardian, or

custodian of the student to ascertain the reasons for the unexcused absences and what measures the school may employ to assist the student in attending and not incurring any additional unexcused absences.

In the case of ten (10) total unexcused absences during the school year, the Attendance Director or assistant may file a complaint against the parent, guardian, or custodian before a magistrate of the county. Jurisdiction to enforce compulsory school attendance laws lies in the county in which a student resides and in the county where the school at which the student is enrolled is located. When the county of residence and enrollment are different, an action to enforce compulsory school attendance may be brought in either county, and the magistrates and circuit courts of either county have concurrent jurisdiction for the trial of offenses arising under this policy. If it appears from the complaint that there is probable cause to believe that an offense has been committed and that the accused has committed it, a summons or a warrant for the arrest of the accused shall be issued to any officer authorized by law to serve the summons or to arrest persons charged with offenses against the state. More than one parent, guardian or custodian may be charged in a complaint. Initial service of the summons or warrant issued pursuant to WV Code 18-8-4 shall be attempted within ten (10) calendar days of the receipt of the summons or warrant and subsequent attempts shall continue until the summons or warrant is executed or until the end of the school term during which the complaint is made, whichever is later.

When calculating unexcused absences for the purpose of making complaints against a parent, guardian, or custodian before a magistrate, unexcused absences resulting from suspensions or expulsions from school shall not be considered.

The magistrate court clerk or the clerk of the circuit court performing the duties of the magistrate court as authorized in WV Code 50-1-81 shall assign the case to a magistrate within ten (10) days of execution of the summons or warrant. The hearing shall be held within twenty (20) days of the assignment to the magistrate, subject to lawful continuance. The magistrate shall provide to the accused at least ten (10) days advance notice of the date, time, and place of the hearing.

When any doubt exists as to the age of a student absent from school, the Attendance Director and assistants have the authority to require a properly attested birth certificate or an affidavit from the parent, guardian, or custodian of the student, stating the age of the student. In the performance of their duties, the Attendance Director and assistants have the authority to take, without warrant, any student absent from school in violation of the provisions of this policy and to place the student in the school, in which s/he is or should be enrolled.

All attendance directors and assistants hired for more than 200 days may be assigned other duties determined by the Superintendent during the period in excess of 200 days. The Attendance Director is responsible, under direction of the Superintendent, for efficiently administering school attendance in the County.

In addition to those duties directly relating to the administration of attendance, the Attendance Director and assistant director also shall perform the following duties: 1) assist in directing the taking of the school census to see that it is taken at the time and in the manner provided by law; 2) confer with principals and teachers on the comparison of school census and enrollment for the detection of possible non-enrollees; 3) cooperate with existing State and Federal agencies charged with enforcing child labor laws; 4) promote attendance in the county by compiling data for schools and by furnishing suggestions and recommendations for publication through school bulletins and the press, or in such manner as the Superintendent may direct; 5) participate in school teachers' conferences with parents and students; 6) assist in such other ways as the Superintendent may direct for improving school attendance; and 7) make home visits of students who have excessive, unexcused absences, as provided above, or if requested by the chief administrator, principal, or assistant principal.

The Attendance Director shall serve as the liaison for homeless children and youth as defined in WV Code 18-8-4 and McKinney-Vento Act. As the liaison for homeless children and youth, the Attendance Director shall: ~~As the liaison for homeless children and youth, the Attendance Director is required to:~~

1. ensure that the public notice of the educational rights of students in homeless situations is disseminated where children and youth receive services;
2. ensure that parents or guardian are informed of educational and related opportunities available to their children, and are provided with meaningful opportunities to participate in the education of their children;
3. ensure that parents or guardians are informed of, and assisted in accessing, all transportation services for their children, including to the school or origin;
4. help unaccompanied youth choose and enroll in a school, after considering the youth's wishes, and provide the youth with notice of his/her right to appeal the Board's decision;
5. immediately assist in obtaining immunizations or record of immunizations or other medical records for those students who do not have them, and assure that students are enrolled in school while the records are being obtained;
6. ensure that homeless children and youth are identified by school personnel and through coordination activities with other entities and agencies;

7. ensure that homeless children and youths enroll in, and have a full and equal opportunity to succeed in, schools of that ~~district~~~~local educational agency~~;
8. ensure that homeless families, children, and youths receive educational services for which such families, children, and youths are eligible, including Head Start and Even Start programs and preschool programs administered by the local educational agency, and referrals to health care services, dental services, mental health services, and other appropriate services;
9. ensure that enrollment disputes are mediated as outlined in Paragraph (3)(E) of Subtitle B of Title VII of the McKinney-Vento Act (42 U.S.C. 11431 et seq.)

The Attendance Director shall file with the County Superintendent and County Board, at the close of each month, a report showing activities of the school attendance office and the status of attendance in the County at the time due to provisions in WV Code 18-8-4.

The Attendance Director shall review the terms of this policy on an annual basis for the purpose of determining effectiveness and shall make recommendations to the Board regarding proposed amendments to this policy when deemed appropriate.

#### D. Principal

The principal shall implement and execute the duties as defined in WV Code 18-8-5.

The principal shall compare school numbers with school enrollment monthly.

Unless the Attendance Director or assistant has, when an enrolled student has accumulated three (3) and five (5) unexcused absences from attendance, the principal, shall make meaningful contact with parent, guardian, or custodian of the student to ascertain the reasons for the unexcused absences and what measures the school may employ to assist the student in attending and not incurring any additional unexcused absences.

It shall be the duty of the principal, administrative head, or other chief administrator of each school, whether public or private, to make prompt reports to the County Attendance Director, or proper assistant, of all cases of unexcused absences arising within the school which require the services of an attendance worker.

A student whose educational services are guided by an existing SAT Plan, IEP or 504 Plan may warrant special consideration when a pattern of multiple, single or chronic absences exists. The child's current status should be reviewed by the SAT, IEP, or 504 team as deemed appropriate and in accordance with State and Federal laws.

Nothing in this policy is intended to limit the ability of a person having knowledge of a student's habitual absence from school from filing a petition with the circuit court pursuant to WV Code 49-4-704.

#### Principals of Operation

- A. The principal or principal's designee are designated as school attendance coordinators and shall collect or cause to be collected classroom attendance data and make appropriate referrals to the County Attendance Director.
- B. Persons charged with reporting student attendance information shall provide information that reflects allowable deductions as defined by the West Virginia Department of Education.
- C. Reasonable preventive measures and consequences for student tardiness: Tardiness is considered to be disruptive behavior by a student and is a violation of the Student Code of Conduct and shall be dealt with accordingly. The preventive measures, outlined in a separate section of this policy, shall be observed to reduce tardiness.
- D. Students may not be suspended solely for failure to attend class. Other measures of discipline may include, but are not limited to detention, extra class time or alternative class settings.
- E. All school dropouts shall be reported to the West Virginia Department of Education.
- F. All students in grades 9-12, in order to obtain the full benefit from the educational programs offered, shall be scheduled in the defined high school curriculum, college courses, career/technical programs, credit recovery, Option Pathway, experiential learning or virtual school courses for the full instructional day for four (4) years.
- G. No more than a parental excuse may be required for absences resulting from a documented chronic medical condition or a documented disability as defined in this policy.

#### Process and Procedures

Parental awareness, support, and involvement are essential to a successful attendance policy. Parents are encouraged to support the policy by sending their children to school regularly and on time. The County recognizes the importance of the home and school connection and strongly encourages parents to become aware of the policies and regulations of the Board and their



child(ren)'s school. Parents should become familiar with the rights and responsibilities that are contained in this policy and the school's handbook. The attendance policy will be posted on the County's website and readily available to the public. Parents will be notified of the County attendance policy annually by the principal during the first week of school. Parents of students enrolling in school after the beginning of the school term will be provided the policy upon registration.

Students will be provided the opportunity to make-up work missed as a result of an excused or unexcused absence. The make-up work shall be completed within time equal to the number of days absent but not to exceed five (5) days.

~~Students shall be required to maintain satisfactory attendance (satisfactory being defined as no unexcused absences) during one (1) complete semester following the semester in which the revocation/suspension or denial of his/her driver's license or permit occurred. (Refer to policy section relating to school attendance as a condition of licensing for privilege of operation of motor vehicle).~~

Students and parents have the right to appeal decisions regarding the implementation of this policy. Requesting an informal conference shall be the first step in the appeal. If not satisfied after the informal appeal, a citizen's appeal may be filed in accordance with the West Virginia Board of Education Policy 7211.

#### Maintenance of Records

An accurate, up to date, daily record of attendance for every student must be maintained using the West Virginia Information System (WVEIS).

Written procedures for notifying parents about absences, monitoring absences and notifying the County Attendance Director must be established.

Students who are physically absent from school must be documented as absent. This document may become a legal document.

#### Prevention and Corrective Measures

Each school shall develop and implement a system of incentives and rewards to promote school attendance and to reduce tardiness. Parents, school staff, and students must be involved in its development. These systems or programs may consist, but are not limited to personal and group, recognition programs, granting special privileges, free admission to school and community events, etc. These programs shall not violate State or County policies and regulations.

The following preventive and corrective measures will be utilized:

- A. assign the student to a truancy intervention program
- B. provide counseling to the student
- C. request or require the student's parent to attend a parental involvement program
- D. take appropriate legal action

Students with a pattern of excessive absenteeism shall be referred to appropriate student assistance teams/programs (West Virginia Board of Education policy 2510) for appropriate interventions. Student assistant teams/programs shall periodically review interventions to determine their effectiveness.

#### ~~School Attendance as a Motor Vehicle Driver's License Restriction Attendance as Condition of Licensing for Privilege of Operation of Motor Vehicle~~

- A. ~~Whenever a student at least fifteen (15) but less than seventeen (17) years of age, withdraws from school, the attendance director or chief administrator shall notify the Division of Motor Vehicles of the student's withdrawal no later than five (5) days from the date of the withdrawal with the following exceptions. No notice shall be sent to the Division of Motor Vehicles to restrict the student's motor vehicle operator's license whenever the withdrawal from school of the student, the student's failure to enroll in a course leading to or to obtain a GED or high school diploma is due to a circumstance or circumstances beyond the control of the student, or the withdrawal from school is for the purpose of transfer to another school as confirmed in writing by the student's parent or guardian to the Division of Motor Vehicles. If the student is applying for a license under the same exceptions above, the attendance director or chief administrator shall provide the student with documentation to present to the Division of Motor Vehicles to excuse the student from permit restrictions. The School District Superintendent (or the appropriate school official) with the assistance of the District attendance director and any other staff or school personnel shall be the sole judge of whether any of the grounds for restriction of a license as provided by this policy are due to a circumstance or circumstances beyond the control of the student. Any student at least fifteen (15) but less than eighteen (18) years of age, who is properly enrolled in a West Virginia public school, or who is a West Virginia resident enrolled in an out-of-state school, or who is properly enrolled in an Exemption A, B, or K non-public school may request from the Attendance Director or chief administrator of the appropriate school system documentation of enrollment/attendance status. This documentation must be provided on a form approved by the WVDE for presentation to the West Virginia Division of Motor Vehicles (herein~~



~~WVDMV) when making application for, or reinstatement of, an instruction permit or license to operate a motor vehicle. A parent or legal guardian of a child who is being home-schooled educated pursuant to 518-8-1(c) of WV code may provide a signed statement in lieu of a driver eligibility certificate issued by the attendance director or chief administrator affirming that the child is being educated in accordance with law, is making satisfactory academic progress, and meets the conditions to be eligible to obtain any permit or license under this policy.~~

- B. Within five (5) days of receipt of the withdrawal notice, the Division of Motor Vehicles shall send notice to the student that the student's instruction permit or license to operate a motor vehicle will be restricted to driving for work or medical purposes or educational or religious pursuit under the provisions of WV Code 17B-3-6 on the 30th day following the date the notice was sent unless documentation of compliance is received by the Division of Motor Vehicles before that time. The notice shall also advise the student that s/he is entitled to a hearing before the District Superintendent of Schools or his/her designee concerning whether the student's withdrawal from school was due to a circumstance or circumstances beyond the control of the student. If restricted, the division may not reinstate an instruction permit or license until the student returns to school or the student attains seventeen (17) years of age. In accordance with the provisions of WV Code 17B-2-3 and 17B-2-5, the WVDMV shall deny a license or instruction permit for the operation of a motor vehicle to any person under the age of eighteen (18) who does not, at the time of application, present a diploma or other certificate of graduation issued to the person from a secondary high school of this State or any other state, or documentation that the person: a) is enrolled and making satisfactory progress in a course leading to a TASG from a State-approved institution or organization, or has obtained such certificate; b) is enrolled in a secondary school of this State; c) is a West Virginia resident enrolled in an out-of-state school; d) is excused from such requirement due to circumstances beyond his/her control; or e) is enrolled in an institution of higher education as a full-time student in this State or any other state.**
- ~~C. No later than (5) days after following appropriate due process from the date of withdrawal, the Attendance Director or chief administrator of the school system shall notify the WVDMV of the withdrawal from school of any student fifteen (15) years of age, but less than eighteen (18) years of age, except as provided in WV Code 18-8-11(d).~~
- D. For the purposes of this section and pursuant to WV Code 18-8-11, withdrawal is defined as more than ten (10) consecutive, or fifteen (15) days total, unexcused absences during a school year or suspension pursuant to WV Code 18A-5-1a(a) and (b). Suspension or expulsion from school or imprisonment in a jail or a West Virginia correctional facility is not a circumstance beyond the control of the person. ~~If suspended, the WVDMV may not reinstate a license before the end of the semester following that in which the withdrawal occurred.~~**
- E. "Circumstances outside the control of the student" shall include, but not be limited to, medical reasons, familial responsibilities, and the necessity of supporting oneself or another. If a student's withdrawal from school is beyond the control of the student and such student is applying for a license, the Attendance Director or chief administrator of the school system shall provide the student with documentation to present to the WVDMV to excuse the student from the provisions of WV Code 18-8-11(d). The Superintendent (or the appropriate school official of any private secondary school), with the assistance of the County Attendance Director or any other staff or school personnel, shall be the sole judge of whether such withdrawal is due to circumstances beyond the control of such person.**

The Superintendent shall develop administrative guidelines that:

- A. establish proper procedures so the student and his/her parents are provided the opportunity to challenge the attendance records;
- B. ( ) establish a school session that is in conformity with the requirements of the rules of the West Virginia Board of Education;
- C. governing the keeping of attendance records in accordance with the rules of the West Virginia Board;
- D. identify the habitual and chronic truant, investigate the cause(s) of his/her behavior, and consider modification of his/her educational program to meet particular needs and interests;
- E. provide students an opportunity to make-up work they missed and receive credit for the work, if completed;
- F. refer for evaluation any student who, due to a specifically identifiable physical or mental impairment, exceeds or may exceed the school system's limit on excused absences to determine eligibility either under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973, or other appropriate legislation or policy.

The Board certifies that prior to the most recent revision of this policy, input was sought from teachers, principals, the Attendance Director, parents/guardians, and community leaders.

Revised 4/21/09

Revised 1/4/10



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Legal

West Virginia Board of Education policy 2422.2

WV Code 17B-3-6

WV Code 17B-2-3 and 5, 18-8-2(d), 18-8-3 and 4, 18-2-5, 18-5-15, 18A-5-1, 18-8-6, 18-8-11

West Virginia Board of Education policy 2510

West Virginia Board of Education policy 4110

West Virginia Board of Education policy 4373

42 U.S.C. 11431 et seq.



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#### 2411 - GUIDANCE AND COUNSELING

The Comprehensive School Counseling Programs (hereinafter referred to as "CSCP") is an integral part of the complete educational program and aligned with the school's mission. The CSCP is a proactive, systemic approach to assist students in acquiring attitudes, knowledge, skills, and behaviors necessary to maximize student success and preparation for a variety of postsecondary options. The CSCP incorporates the West Virginia Tiered System of Supports (WVTSS) to provide universal prevention for all students, targeted interventions for at-risk students, and intensive interventions for the most at-risk students. The CSCP is standards-based and designed to address identified needs developmentally and sequentially within each programmatic level. The CSCP utilizes school and community data to identify student needs related to the CSCP and set annual priorities aligned with the school's strategic plan. (See Also Policy 2120 - District and School Improvement)

#### The Board of Education shall provide that:

- A. every student has access to a CSCP coordinated by full-time certified school counselors as defined in WV State Board policy 5202 with appropriate and effective implementation of all components outlined in that policy; and
- B. a CSCP policy for schools aligned with requirements outlined in WV State Board policy 2315 is submitted for approval to the WVDE. The initial and subsequent revisions will be submitted to the West Virginia Department of Education (WVDE) by October 1 of each school year; and
- C. a comprehensive drop-out prevention program utilizing the expertise of school counselors and any other appropriate resources is implemented pursuant to the requirements established in State law. (See also Policy 5200 - Attendance)

#### The District Central Office shall provide that:

- A. principals and school counselors are provided professional learning opportunities and appropriate resources to effectively implement the components outlined in WV State Board policy 2315; and
- B. each school's CSCP aligns with the West Virginia School Counseling Model and the applicable WV State Board policies: Policy 5310, Policy 4373, Policy 2520.15, Policy 2520.19, and Policy 2510. The District's Central Office shall monitor the CSCP Plan development and the CSCP's implementation at each school.

#### Each school shall provide that:

- A. each student benefits from a CSCP through appropriate and effective Implementation of all components outlined in this WV Board policy 2315;
- B. in accordance with State law, school counselors spend at least 80 percent of work time in a direct counseling relationship with students to provide both direct and indirect services that support student success. School counselors shall devote no more than 20 percent of work time to administrative activities which include planning, managing, and assessing the CSCP according to the West Virginia School Counseling Model and as defined in WV State Board policy 2315;
- C. school counselors, in collaboration with the principal, school leadership team, school counseling advisory council, or other stakeholders, develop an annual CSCP Plan, utilizing the West Virginia CSCP Plan Template;
- D. school counselors are supported in the establishment and convening of the school counseling advisory council to develop and assess the CSCP. The school counselors develop agendas and plan meetings to inform stakeholders about the CSCP. The advisory council meets at least two times per year to discuss

school data, CSCP priorities, assessment, and annual student impact goals. The school counselors analyze and incorporate feedback from the advisory council;

- E. the CSCP utilizes student, school, and community data to identify student needs, annual CSCP goals aligned with the school's strategic plan, and evidence-based practices to address student needs;
- F. through a collaborative partnership and an integrated delivery model involving school counselors, school leadership team, and other stakeholders, all students are provided opportunities to achieve the foundational standards established in the West Virginia Pre-K Standards (Ages 3-5) and the West Virginia College and Career-Readiness Dispositions and Standards for Student Success (WVCCRDS);
- G. the CSCP includes the program delivery components: integrated delivery of WVCCRDS, instruction, appraisal, advisement, personalized student planning, counseling, consultation, collaboration, and referrals;
- H. the CSCP Plan is supported and monitored by the principal to assure that students benefit from the implementation of the CSCP;
- I. school counselors adhere to FERPA guidelines, ASCA Ethical Standards, confidentiality laws/guidelines, and informed consent;
- J. school counselors are evaluated by the school principal as defined in WV State Board Policy 5310 and per the West Virginia Professional School Counselor Standards (WVPSCS); and
- K. the school counselor is a member of the school crisis prevention and response planning team and is involved in developing and updating the school crisis prevention and response plan per WV Board policy 4373.

WV State Board policy 2315, Comprehensive School Counseling Program, shall be incorporated by reference into this policy.

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~~The Comprehensive School Counseling Programs (hereinafter referred to as "CSCP") is an integral part of the total school program and is aligned with the school's mission. The CSCP is a proactive, systemic approach to assist students with the acquisition of attitudes, knowledge, skills, and behaviors necessary to maximize student success and preparation for a variety of postsecondary options. The CSCP provides universal prevention for all students, targeted interventions for at-risk students, and intensive interventions for the most at-risk students. The CSCP is standards-based and designed to developmentally and sequentially address the West Virginia Student Success Standards (hereinafter referred to as "WVSS") within each programmatic level. The CSCP utilizes school and community data to identify student needs in relation to the CSCP and to set annual priorities for the WVSS. A certified school counselor, in collaboration with school and community stakeholders, will develop an Annual CSCP Plan in order to coordinate and implement a CSCP designed to address student needs. The CSCP contains four (4) distinct delivery systems:~~

~~The Board shall ensure that the CSCP:~~

- A. ~~is proactive and preventive, comprehensive in scope and developmental in nature, enhances opportunities for every student to achieve school success through academic, career and personal and social development experiences, preparing all students to become globally responsible citizens;~~
- B. ~~provides all Pre-K-12 students opportunities to achieve the foundational standards established in the WVSS;~~
- C. ~~provides an organized, integrated, and planned approach that is sequential, needs-based and integral to the educational process;~~
- D. ~~utilizes student, school, and community data to identify student needs and implement evidence-based practices to address identified needs;~~
- E. ~~is aligned with the West Virginia School Counseling Model, a three-tier system of student support that provides universal prevention, targeted interventions, and intensive interventions;~~
- F. ~~is aligned with applicable West Virginia Board of Education policy 5100—Approval of Educator Preparation Programs; West Virginia Board of Education policy 5310—Performance Evaluation of School Personnel; West Virginia Board of Education policy 4373—Expected Behavior in Safe and Supportive Schools; West Virginia Board of Education policy 2520.19—West Virginia College and Career-Readiness Dispositions and Standards for Student Success for Grades K-12; and West Virginia Board of Education policy 2510—Assuring the Quality of Education; Regulations for Education Programs;~~
- G. ~~is coordinated by a certified school counselor and delivered collaboratively with school and community professionals;~~



- H. ~~includes the four (4) program delivery components identified in this policy;~~
- 
- I. ~~adheres to the Family Educational Rights and Privacy Act (FERPA) guidelines, the American School Counselor Association Ethical Standards and confidentiality laws/guidelines and informed consent; and~~
- 
- J. ~~is supported and monitored by the principal who ensures that the school counselor and leadership team develop an Annual CSCP Plan that is aligned with requirements set forth in this policy and West Virginia Board of Education policy 2315.~~

~~The CSCP shall be monitored by the Superintendent and the principal at each school. The delivery of the CSCP shall include the following components:~~

- A. ~~Personalized Student Planning includes providing opportunities for students to discover their interest in emerging careers. Ongoing opportunities at all programmatic levels are provided during the school day for career exploration and self-discovery. Personalized planning allows students to develop academic skills, identify interests, maximize strengths, minimize weaknesses, set and reach personal/educational goals, and realize their career aspirations. A Personalized Education Plan (hereinafter referred to as "PEP") is developed collaboratively, involving students, parents/guardians, and school staff.~~
  - 1. ~~During the 8th grade year, each student's PEP is developed to identify course selections for the 9th and 10th grade based on each student's identified career aspirations. Prior to development of the PEP, the school shall provide ongoing opportunities during the school day for career exploration and self-discovery involving student needs assessments, career and interest inventories, learning style inventories, self-reflections, and career inquiry. When finalizing the PEP, the counselor and/or student advisor will meet with the student and parents/guardians to secure signatures documenting involvement. The student and parents/guardians shall be provided a copy of the PEP.~~
  - 
  - 2. ~~During the 9th grade and each subsequent year each student reviews and updates his/her PEP in collaboration with the school counselor, teachers, advisors, and parents/guardians. Review of the PEP will include academic offerings, career plans, review of various interests, learning styles, career and academic assessments (interest inventories and learning styles inventories, aptitude tests, and multiple intelligence inventories) to guide changes to course selections.~~
  - 
  - 3. ~~During the 10th grade year the second phase of the PEP is developed. Students identify course selections for grades 11-12 and postsecondary plans for the first year after high school. To assist with development of the three-year PEP, the school will provide ongoing opportunities during the school day for career exploration and self-discovery involving completing student needs assessments, career and interest inventories, learning style inventories, self-reflections, and multi-faceted opportunities for career inquiry. Each student's individual assessments will be reviewed to ensure academic planning maximizes individual strengths and interests. Career exploration and planning and the development of the PEP is a shared responsibility between the student, school counselor, teachers, advisors, and parents/guardians.~~
  - 
  - 4. ~~The PEP is reviewed annually in grades 9-12 with the student and his/her parents/guardians and is signed and dated during each annual review conference. Students may amend their PEP at the end of any semester as long as it does not interfere with the completion of graduation requirements based on availability of courses.~~
- B. ~~Integrated Delivery of West Virginia Standards for Student Success is coordinated by the school leadership team, the school counselor, and the teachers. The WVSSS (see West Virginia Board of Education policy 2520.19) describe the attitudes, knowledge, skills, and behaviors all students shall develop in relation to academic and learning development; career development and life planning; personal and social development; and global citizenship. The WVSSS are critical to the holistic development of all students and require integration into all aspects of each student's educational experience utilizing all school staff and key community stakeholders through a variety of delivery modalities. The WVSSS are the foundational standards for each CSCP.~~
- 
- C. ~~Responsive Services are provided when events and situations in students' lives or in the school climate and culture impedes student success. Responsive services offer preventive activities and programs to address the identified needs of students in each school, as well as evidence-based interventions to address targeted student needs. The services include working with at-risk students to provide the help and support needed to ensure grade level success. Usually short-term in nature, responsive services include individual and small group counseling; academic and behavior intervention plans; crisis prevention and response; consultation with parents/guardians and other school staff; and referrals to school and community resources. Some students may require an immediate and expert response to assist with an academic, emotional, or behavioral crisis of a severe nature. In cases where students require ongoing support or therapy, the counselor makes appropriate referrals and works with families to secure appropriate resources within the school or community. Schools identify who will coordinate and follow-up on each referral. The school counselor collaborates with stakeholders to create a school-wide, prevention-based approach to individual and school crises and has a crisis plan in place to address the mental health~~



~~component of common school-wide crises. The school crisis team educates other stakeholders to assist with school-wide crisis preparedness, prevention, intervention and response, outlining responsibilities, and best practices in the school crisis planning and response.~~

- ~~D. Student Supports consists of a systemic, coordinated approach of developing and implementing programs and activities within the school and community aimed at supporting the success of all students. High-quality education programs provide well-designed student support systems, ensuring that the learning environment is safe and supportive and that the academic, social and emotional, and career development needs of students are identified and addressed. The school counselor collaborates with stakeholders to ensure school-wide coordination of the GSCP and other student support programs. Schools design and identify programs and resources that address identified student needs and enhance the success of each child. Additionally, students and families may seek support to address their unique academic, career, and personal social needs.~~

~~School counselors shall spend their time planning, designing managing, facilitating, delivering, and evaluating a comprehensive school counseling program that benefits all students in accordance with the West Virginia School Counseling Model, West Virginia Board of Education policy 5100, and WV Code 18-5-18b. School counselors shall spend at least eighty percent (80%) of work time in a direct counseling relationship with students and shall devote no more than twenty percent (20%) of the workday to administrative activities provided that such activities are counselor-related.~~

~~The Board shall revise and submit for approval to the WVDE a GSCP policy for schools aligned with requirements set forth in this policy. The initial and subsequent revisions shall be submitted to the WVDE by October 1 of each school year.~~

~~The WVSSS, found in West Virginia State Board of Education policy 2520.19, serve as foundational standards for all West Virginia Comprehensive School Counseling Programs and shall be incorporated in this policy.~~

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- WV State Code 18-5-18b
- West Virginia Board of Education policy 2315
- West Virginia Board of Education policy 2510
- West Virginia Board of Education policy 4373
- West Virginia Board of Education policy 5100
- West Virginia Board of Education policy 5310



Book Policy Manual  
 Section Board Approved 10-03-22  
 Title Copy of INDOOR AIR QUALITY  
 Code po8405.01  
 Status  
 Adopted August 1, 2007

#### 8405.01 - INDOOR AIR QUALITY

The Board of Education believes that the employees and students of this District, as well as visitors, are entitled to function in an environment as free from hazards as can reasonably be provided. In this regard and in accordance with law, the Board shall investigate all indoor air quality complaints.

The Facilities Administrator shall be the designated District official who will be responsible for addressing any indoor air quality complaint.

Each school principal or chief administrator shall form a seven (7) member Indoor Air Quality Investigation Advisory Committee (IAQ Committee), with no more than two (2) members being of the same roles identified below:

- A. principal of the school named in the complaint
- B. Superintendent or designee
- C. District facilities/maintenance director (may serve as the Superintendent's designee)
- D.
- E. faculty senate member(s) of the school named in the complaint
- F. school custodian(s) of the school named in the complaint
- G. member(s) of the local school improvement council of the school named in the complaint

- A.
- B.

Individuals wishing to file an Indoor Air Quality (IAQ) complaint shall complete an IAQ Complaint Form found on the WVDE website. The form must be filed with the principal of the affected school and the district's designated official. The complainant may check on the status of the complaint at any time throughout the investigation.

Upon receipt of an IAQ Complaint Form, the school principal and the district's designated official shall:

- A. Investigate the complaint within one working day of the initial filing and respond to the complainant within five (5) working days of the initial filing through completion of the IAQ Investigation and Response Form found on the WVDE's website; or
- B. Investigate the complaint within one working day of the initial filing and, and dependent upon the severity of the finding(s), immediately convene the school's IAQ Committee) and notify the complainant in writing that an IAQ Committee has been convened to investigate the complaint.

If the complainant is not satisfied with the principal or district designated official's response, the complainant may, within five (5) working days, ask the principal or the district designated official to have the complaint to be reviewed by the IAQ Committee as required.

Once convened, the IAQ Committee has five working days to review and respond to the complainant by way of the principal or designated official as to the status and corrective action plan through completion of the IAQ Investigation and Response Form found on the WVDE's website.



The response may be marked preliminary in situations where the IAQ Committee is waiting to base its corrective action plan on sample results from a testing company. During this waiting period of not more than five additional working days, the principal and designated official shall ensure the safety of all building occupants. Upon receipt of the requisite test results, the IAQ Committee shall prepare and issue a written follow-up communication to the complainant that either confirms or adjusts the preliminary response or provides the county's revised corrective action plan.

The Board that receives an IAQ complaint is encouraged to seek assistance from local, state, and federal agencies in both investigating the complaint and in forming the corrective action plan. Upon request, WVDE heating, ventilation, and air conditioning technicians are available to provide technical assistance in resolving IAQ complaints. It is recommended that technical assistance in resolving an IAQ complaint be requested as soon as possible upon receipt of an IAQ complaint.

The Board will:

- A. assign a District log number for each complaint filed with the principal and designated official;
- B. provide a corrective action plan and estimated cost for each valid complaint;
- C. \_\_\_\_\_
- D. send to the West Virginia Department of Education School Facilities Service unit, a report on the number of IAQ complaints and the total estimated cost of correction for all IAQ complaints registered during each quarter. The report on the number IAQ complaints is due within fifteen (15) calendar days of the end of each quarter; and
- E. review all corrective action plans against the District's ten-year CEEP and make any necessary amendment(s) to the CEEP.

~~The Board of Education believes that the employees and students of this County, as well as visitors, are entitled to function in an environment as free from hazards as can reasonably be provided. In this regard and in accordance with law, the Board shall investigate all indoor air quality complaints. The Supervisor of Maintenance shall be the designated official who will be responsible for addressing any indoor air quality complaint.~~

~~Each school principal or chief administrator shall form a seven (7) member Indoor Air Quality Investigation Advisory Committee. The Committee shall consist of the following:~~

- ~~A. principal or vice principal~~
- ~~B. Superintendent or his/her designee~~
- ~~C. facilities/maintenance director (which should also be the county's designated official)~~
- ~~D. the complainant~~
- ~~E. a faculty senate member~~
- ~~F. a school custodian~~
- ~~G. a local school improvement council member~~

~~When an indoor air quality complaint is filed by any party it will be necessary to complete and file with the principal of the specific school where there is a concern an Indoor Air Quality Complaint Investigation Form (WVDE IAQ 1-7/77). A copy of the form shall be immediately sent to the county designated official by the principal.~~

~~A county board that addresses an indoor air quality complaint is encouraged to seek any available assistance from local, State and Federal agencies in both investigating the complaint and in forming the plan of correction. The principal of the facility may:~~

- ~~A. investigate the complaint and respond to the complainant within ten (10) working days of the initial filing, or if the problem is not resolved;~~
- ~~B. convene the school's Indoor Air Quality Investigation Advisory Committee;~~

~~The complainant may check on the status of the complaint any time during this process.~~

~~If not satisfied with the principal's response and the Indoor Air Quality Investigation Advisory Committee has not addressed this specific complaint the complainant may, within five (5) working days, ask the principal for the complaint to be reviewed by the Indoor Air Quality Investigation Advisory Committee.~~

~~The Indoor Air Quality Investigation Advisory Committee then has ten (10) working days to review and respond via the principal as to the status and plan of correction on the Indoor Air Quality Investigation Form to the complainant. The complainant may check on the status of the complaint at any time during this process. This review will finalize the complainant's school system appeal procedure.~~

~~The Board will:~~

- ~~A. assign a log number for each complaint filed with the principal;~~
- ~~B. provide a plan of correction and estimated cost for each valid complaint;~~
- ~~C. consider any documented plans of closure of a school building when forming any plan of correction;~~
- ~~D. annually, before the thirty-first (31st) day of July, send to the West Virginia Department of Education, Office of School Transportation and Facilities a report on the number of IAQ complaints and the total estimated cost of correction for all IAQ complaints registered during the previous fiscal year;~~
- ~~E. each plan of correction that meets the required criteria shall be added to the county board's ten (10) year county-wide major improvement plan.~~

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WV Board of Education Policy 6202

WV State Code 18-2-5 and 18-9E-3



Book Policy Manual  
 Section Board Approved 10-03-22  
 Title Copy of Revised Policy - Vol. 14, No. 2 - August 2022 - DISTRICT AND SCHOOL REPORT CARD  
 Code po2261.03  
 Status

*Approved  
 8/29/22  
 S*

**Revised Policy - Vol. 14, No. 2 - August 2022**

**2261.03 - DISTRICT AND SCHOOL REPORT CARD**

Each School District that receives Title I, Part A funds must prepare and publicly disseminate a report card on the performance and operations of the District. Report cards must be concise and presented in an understandable and uniform format that is developed in consultation with parents and accessible to persons with disabilities and, to the extent practicable, in a language that parents can understand. **[Drafting Note: The District must make the report card meaningfully accessible to parents and stakeholders who are limited English proficient.]**

The report shall contain the information called for in accordance with State and Federal law. The report must include 1) an overview section and 2) a detail section.

Report cards must begin with a clearly labeled overview section that is prominently displayed. The overview section of District report cards must include information on key metrics of State, District, and school performance and progress and is intended to help parents and other stakeholders quickly access and understand such information and provide context for the complete set of data included in the report.

The overview section of the annual report card must include for the District as a whole and each school, if appropriate:

- A. student achievement data (i.e., the number and percentage of students at each level of achievement on the State mathematics, reading/language arts, and science assessments), including how achievement in the District compares to State as a whole and, for each school in the District, how that school compares to the District and the State as a whole;
- B. English language proficiency of English learners (i.e., the number and percentage of English learners achieving English language proficiency as measured by the West Virginia English Language Assessment);
- C. performance on each measure within the Academic Progress indicator used by the State for elementary schools and secondary schools that are not high schools;
- D. high school graduation rates, including the four (4) year adjusted cohort and the extended-year adjusted cohort;
- E. performance on each measure within any School Quality or Student Success indicator used by the State;
- F. school identifying information, including student membership count and Title I participation status;
- G. summative determination for each school;
- H. whether the school was identified for comprehensive support and improvement or targeted support and improvement, and the reason(s) for such identification.

The overview section must include disaggregated data for specific student subgroups as required by the United States Department of Education (e.g., each major racial and ethnic group; children with disabilities; English learners; and economically disadvantaged students).

Report cards must include student achievement data overall and by grade, including the percentage of students at each level of achievement as determined by the State for all students and disaggregated by each major racial and ethnic group, gender, disability status, migrant status, English proficiency status, status as economically disadvantaged, status as a homeless student/youth, status as a child in foster care, and status as a student with a parent who is a member of the Armed Forces on active duty (which includes full-time National Guard duty). Data for these subgroups must be included in the detail section of report cards if it is not included in the overview section.

The details section of the District report card must include the remaining information required in the statute and applicable regulations. A District need not include information in the detail section of the report if it includes such information in the





overview section. The annual report detail section must include, if appropriate:

- A. student achievement data (i.e., the number and percentage of students at each level of achievement on the State mathematics, reading/language arts, and science assessments), including how achievement in the District compares to State as a whole and, for each school in the District, how that school compares to the District and the State as a whole;
- B. percentages of students assessed and not assessed in each subject (i.e. participation rates on required assessments);
- C. extent alternate assessments aligned with alternate academic achievements standards were used for students with the most significant cognitive disabilities (i.e., the number and percentage of students assessed using alternate academic achievement standards, by grade and subject);
- D. as applicable, number and percentage of recently arrived English learners exempted from one administration of the reading/language arts assessments or whose results are excluded from certain State indicators;
- E. high school graduation rates, including the four (4) year adjusted cohort, and the extended-year adjusted cohort;
- F. postsecondary enrollment rates for each high school;
- G. information collected and reported in compliance with the Civil Rights Data Collection (CRDC) under 20 U.S.C. 3413(c) (1);
- H. progress toward State-designed long-term goals for academic achievement, graduation rates, and English learners achieving English language proficiency (including measurements of interim progress);
- I. level of performance on each indicator included in the State accountability system including, as applicable, results on each individual measure within each indicator not already included in the school overview section;
- J. information on educator qualifications;
- K. information on per-pupil expenditures (i.e., actual personnel and actual non-personnel; for the District as a whole and each school);

**[Note: The District and school report cards must include per-student expenditures of Federal, and State/local funds, disaggregated by source of funds; District expenditures not allocated to public schools; and the web address to the procedures for calculation.]**

- L. State performance on the National Assessment of Educational Progress (NAEP) – math and reading, grades 4 and 8;
- M. description and Results of State accountability system (the District may provide the web address or URL of, or a direct link to, a State plan or other location on the West Virginia Department of Education's ~~web site~~ website to meet this requirement);
- N. additional information best-suited to convey the progress of each school;

**[Note: District report cards must include the following NAEP data: 1) the percentage of students at each NAEP achievement level (below basic, basic, proficient, and advanced) in the aggregate; 2) participation rate for students with disabilities; and 3) participation rate for English learners.]**

- O. other information as required by the ~~West Virginia State~~ Department of Education, (WVDE);
- P. the District shall publicly report annually online the following information:

1. District and school results of the West Virginia Schools Balanced Scorecard online with an electronic link to the WVDE reporting website;
2. District and school results of the Statewide school report card requirements outlined in State law with an electronic link to the WVDE reporting website;
3. names of the members of the Board and the dates upon which their terms expire;
4. names of the Superintendent and every assistant and associate superintendent and their area of school administration;
5. names of the members of each school's LSIC; and
6. name or names of the business partner or partners of the school.

When presenting data on a report card, the District shall protect the privacy of individuals and the privacy of personally identifiable information contained in students' education records in accordance with the Family Educational Rights and Privacy Act <https://go.boarddocs.com/wv/mar/Board.nsf/Private?open&login#>



(FERPA) and Policy 8330 - Student Records.

The District's annual report card information must be made publicly available through such means as posting on the District's website and distribution to local media and public agencies. **[Note: If the District does not operate a website, the District must make the report available to the public in another manner determined by the Board.]**

The Board will provide the school level overview directly to all parents in each school served by the District annually. **[Note: The District may send the report card overview to the parents of students enrolled in each school in the District directly through the U.S. mail, via e-mail, or through other means such as sending the report card overview home to parents in the child's backpack or distribute the report card during parent-teacher conferences.]**

The data from the local report card is to be used by each of the schools and the District as a whole in revising and upgrading school and District improvement plans.

**West Virginia Board of Education policy 2322**

20 U.S.C. 6311

34 C.F.R. part 200 et seq.

**WV Code 18-2E-4**

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Legal	West Virginia Board of Education policy 2322
	20 U.S.C. 6311
	34 C.F.R. part 200 et seq.
	WV Code 18-2E-4





Book	Policy Manual
Section	Board Approved 10-03-22
Title	Copy of ORIENTATION
Code	po0142.3
Status	
Adopted	August 1, 2007
Last Revised	March 16, 2015

### 0142.3 - ORIENTATION

The Board of Education believes that the preparation of each Board member for the performance of Board duties is essential to the effectiveness of the Board's functioning. The Board shall encourage each new Board member to understand the functions of the Board, acquire knowledge of matters related to the operation of the schools, and learn Board procedures. Accordingly, each new Board member, no later than his/her first regular meeting as a Board member, shall receive for use during his/her term on the Board:

- A. a copy of the Board policy manual;
- B. the current budget statement, audit report, and related fiscal materials;
- C. a copy of the School Laws of West Virginia.

Each new Board member shall be invited to meet with the Board President, Superintendent, Treasurer, and/or other department heads as warranted to discuss Board functions, policies and procedures.

New Board members shall be invited to attend all meetings of the Board until they take office.

#### A. State Mandated Orientation

A person elected to a county board of education must attend and complete a course of orientation relating to boardsmanship and governance effectiveness which shall be given between the date of election and the beginning of the member's term of office. Provided, that a portion or portions of the orientation may be given after the member has taken office and so long as part of the orientation was provided to the member prior to his/her taking office, the requirements set forth in 18-5-1a(e) shall have been met. Members appointed to the board shall complete the next such course offered following their appointment.

#### B. State Mandated Annual Training

Board members shall annually receive seven (7) clock hours of training in boardsmanship and governance effectiveness, and school performance issues including, but not limited to, pertinent State and Federal statutes such as the "Process for Improving Education" set forth in WV Code 18-2E-5 and the "No Child Left Behind Act" and their respective administrative rules. The orientation and training shall be approved by the State Board of Education and conducted by the West Virginia School Board Association or other organization(s) approved by the State Board. A Board member serving in the final year of his/her term shall satisfy the annual training requirement by January 1.

#### C. Failure to Attend and Complete State Mandated Orientation/Training

The State Board of Education is required to petition the Circuit Court of Kanawha County to remove any county board member who has failed to or refuses to attend and complete the approved course of orientation and training in Section 0142.31 and 0142.32. If the county board member fails to show good cause for not attending, the court shall remove the member from office. WV Code 18-5-1a(g). The State Board of Education shall appoint a committee named the "County Board Member Training Standards Review Committee" whose members shall meet at least annually. Subject to State Board approval, the committee shall determine which particular trainings and training organizations shall be approved and whether County Board members have satisfied the annual training requirement. WV Code 18-5-1a(h) Failure to attend and complete the approved course of orientation and training relating to boardsmanship and governance effectiveness without good cause constitutes neglect of duty under WV Code 6-6-7. "Good Cause" means any of the following that prevents the member from attending: (1) an incapacitating physical or mental condition of the member, (2) a death in the immediate family (spouse, children, parents or any other relative who resides in the member's household and is a dependent of the member), (3) an accident or illness in the immediate family which requires the member's presence, or (4) any other cause which is beyond the control of the member.

[WV Board of Education policy 2322](#)

[WV Code 18-5-1a\(d\),\(e\),\(f\),\(g\)](#)

[WV Code 18-2E-5](#)

[WV Code 6-6-7](#)

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Revised 4/21/09

Revised 3/1/10

Book	Policy Manual
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Title	Copy of MEETING STATE ACCOUNTABILITY MEASURES
Code	po2114
Status	
Adopted	August 1, 2007
Last Revised	November 2, 2020

5017

## 2114 - MEETING STATE ACCOUNTABILITY MEASURES

The West Virginia Board of Education establishes a comprehensive system of measurements that defines school-specific expectations for continuous improvement using academic achievement, academic progress, cohort graduation rates, progress toward English language proficiency (ELP), and student success (attendance, behavior, and college/career credit earning) indicators to guide and focus improvement and technical assistance. The West Virginia Accountability System meets ~~all of~~ the requirements of the Elementary and Secondary Education Act (ESSA) of 2015.

Through the West Virginia Accountability System [WVAS], schools earn performance level designations for each individual indicator measure identified above. The WVBE shall establish cut scores for the school performance level designations for each indicator. School performance level designations will be presented in a balanced scorecard representing performance on each individual indicator. The performance levels are:

- A. Exceeds Standards. Schools with distinctive student performance on a specific WVAS indicator measure.
- B. Meets Standards. Schools with acceptable student performance on a specific WVAS indicator measure.
- C. Partially Meets Standards. Schools with student performance approaching the acceptable standard on a specific WVAS indicator measure.
- D. Does Not Meet Standards. Schools with unacceptable student performance on a specific WVAS indicator measure.

To ensure District provides a thorough and efficient education for its students, the WVBE shall annually review information submitted for the District from the West Virginia Department of Education ~~Office of District and School Advancement~~. District status shall be reviewed and determined based on multiple measures of student performance and District operational efficiency. The District's performance under any given indicator, designated as meeting requirements or needing assistance, is the result of an evaluation of records, reports, and other documents regarding the quality of education and compliance with statutes, policies, and State-approved standards under each efficiency indicator.

It is the intent of the Board of Education to annually attain the performance status of "Meets Standards" for the District and attain "Exceeds Standards" status for designation for each school.

The Superintendent shall develop a plan annually that outlines the steps the District and each eligible school building need(s) to take if at least the required percentage of students is to meet or exceed the performance levels established by the WV Board of Education for each of the performance indicators. S/He shall also estimate the additional resources that will or may be necessary to be able to implement the annual plan and the annual cost to the District to provide such resources. These estimated costs shall then be incorporated into the budget proposals submitted to the Board each year and identified as such.

Maintaining the performance level "Meets Standards" for the District and a designation of "Exceeds Standards" for each school will require both the understanding and support of parents and the community at large. Thus, it will be necessary to establish and maintain a communications program to the community to keep them informed of the current status of the County and each school and the resources that are needed to continue to become a "Meet Standards County and "Exceeds Standards" school. The County shall publicly report their County and school results in an online format.

Revised 1/4/10

Revised 6/21/11

Revised 7/6/20

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WV Code 18-2E-5

West Virginia Board of Education policy 2322

Book Policy Manual  
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 Code po1617  
 Status

Revised Policy - Vol. 14, No. 2 - August 2022

1617 - WEAPONS

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

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

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

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

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

- A. "Blackjack" means a short bludgeon consisting, at the striking end, of an encased piece of lead or some other heavy substance and, at the handle end, a strap or springy shaft which increases the force of impact when a person or object is struck. The term "blackjack" shall include, but not be limited to, a billy club, sand club, sandbag or slapjack.
- B. "Gravity knife" means any knife that has a blade released from the handle by the force of gravity or the application of centrifugal force and when so released is locked in place by means of a button, spring, lever or other locking or catching device.
- C. "Knife" means an instrument, intended to be used or readily adaptable to be used as a weapon, consisting of a sharp-edged or sharp-pointed blade, usually made of steel, attached to a handle which is capable of inflicting cutting, stabbing or tearing wounds. The term "knife" shall include, but not be limited to, any dagger, dirk, poniard or stiletto, with a blade over three and one-half (3 1/2) inches in length, any switchblade knife or gravity knife and any other instrument capable of inflicting cutting, stabbing or tearing wounds. A pocket knife with a blade three and one-half (3 1/2) inches or less in length, a hunting or fishing knife carried for hunting, fishing, sports or other recreational uses, or a knife designed for use as a tool or household implement shall not be included within the term "knife" as defined herein unless such knife is knowingly used or intended to be used to produce serious bodily injury or death.
- D. "Switchblade knife" means any knife having a spring-operated blade which opens automatically upon pressure being applied to a button, catch or other releasing device in its handle.
- E. "Nunchaku" means a flailing instrument consisting of two (2) or more rigid parts, connected by a chain, cable, rope or other nonrigid, flexible or springy material, constructed in such a manner as to allow the rigid parts to swing freely so that one (1) rigid part may be used as a handle and the other rigid part may be used as the striking end.
- F. "Metallic or false knuckles" means a set of finger rings attached to a transverse piece to be worn over the front of the hand for use as a weapon and constructed in such a manner that, when striking another person with the fist or closed hand, considerable physical damage may be inflicted upon the person struck. The terms "metallic or false knuckles" shall include any such instrument without reference to the metal or other substance or substances from which the metallic or false knuckles are made.





- G. "Pistol" means a short firearm having a chamber which is integral with the barrel, designed to be aimed and fired by the use of a single hand.
- H. "Revolver" means a short firearm having a cylinder of several chambers that are brought successively into line with the barrel to be discharged, designed to be aimed and fired by the use of a single hand.
- I. "Pepper Spray" means a temporarily disabling aerosol that is composed partly of capsicum oleoresin and causes irritation, blinding of the eyes, and inflammation of the nose, throat, and skin that is intended for self-defense use.
- J. Other deadly weapons of like-kind or character above which may be easily concealed on or about the person.
- K. Explosive, chemical, biological and radiological materials.

The term "**deadly weapon**" does not include any item or material owned by the school or Board, intended for curricular use, and used by the student at the time of the alleged offense solely for curricular purposes. The term "deadly weapon" does not include pepper spray as defined above when used by any person over the age of sixteen (16) solely for self-defense purposes.

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

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

The Principal or, if the violation does not occur within his/her jurisdiction, the administrator with authority, shall report any violation of this policy to the appropriate local office of the State Police, county sheriff, or municipal police agency and the State Superintendent of Schools as soon as possible after the violation occurs, and to the Superintendent immediately. Any professional employee who violates this policy will be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy.

Exceptions to this policy include:

- A. a law enforcement officer employed by a Federal, State, county, or municipal law enforcement agency;
- B. any probation officer in the performance of his/her duties;
- C. **any home confinement supervisor employed by a county commission pursuant to State law in the performance of his/her duties;**
- D. **a State parole officer appointed pursuant to State law while in performance of his/her official duties;**
- E. **a retired law enforcement officer who meets all the requirements to carry a firearm as a qualified retired law enforcement officer under the Law Enforcement Officer Safety Act of 2004, and carries that firearm in a concealed manner, and has on his/her person official identification in accordance with that Act;**
- F. **a person other than a student of a primary and secondary facility, specifically authorized by the Board of Education or principal of the school where the property is located to conduct programs with valid educational purposes; (working firearms and ammunition shall never be approved)**
- G. **a person who, as otherwise permitted, possesses an unloaded firearm or deadly weapon in a motor vehicle or leaves an unloaded firearm or deadly weapon in a locked motor vehicle;**
- H. **programs or raffles conducted with the approval of the Board of Education or school which include the display of unloaded firearms, provided that such unloaded firearm must have first had the firing mechanism removed and the firearm must thereafter have been checked by a member of the West Virginia State Police to ensure that it is safe;**
- I. **the official mascot of West Virginia University, commonly known as "The Mountaineer", acting in his/her official capacity;**
- J. **the official mascot of Parkersburg South High School, commonly known as the Patriot, acting in his/her official capacity;**
- K. **any person, twenty-one (21) years old or older, who has a valid concealed handgun permit;**

**That person may possess a concealed handgun while in a motor vehicle in a parking lot, traffic circle, or other areas of vehicular ingress or egress to a school provided that when s/he is occupying the vehicle, the person stores the handgun out of view from persons outside the vehicle; or when s/he is not occupying the vehicle, the person stores the handgun out of view from persons outside the vehicle, the vehicle is locked, and the handgun is in a glove box or other interior compartment, or in a locked trunk, or in a**



locked container securely fixed to the vehicle.

- L. ~~(-) starter pistols, incapable of expelling a projectile by the action of an explosion, when used in appropriate sporting events, is employed by a State, county, or municipal law enforcement agency;~~
  - 1. ~~is covered for liability purposes by his/her employer;~~
  - 2. ~~is authorized by the School Board and the school principal to serve as security for a school;~~
  - 3. ~~meets all the requirements to carry a firearm as a qualified retired law enforcement officer under the Law Enforcement Officer Act of 2004, as amended, pursuant to 18 U.S.C. 926G(c); and~~
  - 4. ~~meets all of the requirements for handling and using a firearm established by his/her employer, and has qualified with his/her firearm to those requirements;~~
- M. ~~a retired law enforcement officer who;~~
- N. ~~persons age twenty-one (21) or older who have a valid concealed handgun permit and possess a concealed handgun while in a motor vehicle in a public school's parking lot, traffic circle, or other areas of vehicular ingress or egress so long as the firearm is out of view from the individuals outside of the vehicle;~~
- O. ~~cased, unloaded firearms in a locked vehicle driven or parked in any part of school grounds used as a parking facility that is on any part of school grounds used as a parking facility provided however that the handgun case or rack is not visible to those passing by the vehicle (i.e., the case is in the vehicle trunk, glove box or other interior compartment, or in another locked container securely fixed to the vehicle);~~
- P. ~~persons with written approval from the Board or the Building Principal to conduct programs with valid educational purposes (working firearms and ammunition shall never be approved);~~
- Q. ~~programs or raffles conducted with the approval of the Board of Education or school which include the display of unloaded firearms, provided that such unloaded firearm must have first had the firing mechanism removed and the firearm must thereafter have been checked by a member of the West Virginia State Police to ensure that it is safe;~~
- R. ~~official mascot of West Virginia University, commonly known as "The Mountaineer", acting in his/her official capacity;~~
- S. ~~official mascot of Parkersburg South High School, commonly known as the Patriot, acting in his/her official capacity;~~
- T. ~~(-) starter pistols, incapable of expelling a projectile by action of an explosion, when used in appropriate sporting events.~~

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

*Immediate Supervisor*

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- Legal 18 U.S.C. 922
- WV Code 61-7-2
- WV Code 61-7-11
- WV Code 61-7-11a
- WV Code 61-7-14

