

OFFICIAL MINUTES
Marion County Board of Education
Special Session
Monday, October 17, 2022
CENTRAL OFFICE
4:00 pm

18-2201

The meeting was held in the Central Office Conference Room and streamed on our Facebook page: Marion County Schools WV.

The Marion County Board of Education met in a Special Session on Monday, October 17, 2022 at 4:00 pm.

Mrs. Costello called the meeting to order at 4:04 pm.

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

14-7000 EXPULSION HEARING

Mr. Pellegrin made a motion, seconded by Mr. Boyles to go into executive session for the hearing at 4:05 pm.

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

Mr. Pellegrin made a motion, seconded by Mr. Boyles to go return to regular session at 4:05 pm.

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

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

7006 STUDENT EXPULSION

The approval of a student to be expelled for one school year for violation of the Safe Schools Act.

YEAS: Boyles, Costello, Dragich, Pellegrin **NAYS: Saunders**

14-4000 EMPLOYEE HEARING I

Staci Bucher requested an open hearing.

Participating in the hearing was Rockie DeLorenzo. Dr. Hage, Stacy Butcher and Jon Dodd.

ADJOURNED

Mr. Pellegrin made a motion, seconded by Mr. Pellegrin to adjourn at 5:45 pm.

YEAS: *Boyles, Costello, Dragich, Pellegrin, Saunders*

NAYS: 0

Mrs. Donna Costello, President

Dr. Donna Hage, Superintendent/Secretary

Robin Haught, Executive Secretary

OFFICIAL MINUTES
Marion County Board of Education
Regular Session
Monday, October 17, 2022
CENTRAL OFFICE
6:00 pm

16-2202

Rev. Dr. Staples, Mount Zion gave the invocation and Miss. Heather Richards, bus driver led the Pledge of Allegiance.

The Marion County Board of Education met in a Regular Session on Monday, October 17, 2022 at 6:00 pm.

President Mrs. Costello called the meeting to order at 6:04 pm

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

15-1000 INFORMATION – RECOGNITIONS – RECOMMENDATIONS – REPORTS

- 1) Mr. Coleman, Fairview Elementary Principal – Presentation on Student Achievement and Other Student Factors, Data, and Programs

NEW BUSINESS

Mr. Pellegrin made a motion, seconded by Mr. Boyles to approve the following except for item 2177, which was pulled:

15-2000 MINUTES – AGREEMENTS – CONTRACTS

2173 MINUTES

The approval of the Official Minutes for the meeting for a Special Meeting on September 21, 2022.

2174 MINUTES

The approval of the Official Minutes for the meeting for a Special Meeting on September 28, 2022.

2175 MINUTES

The approval of the Official Minutes for the meeting for a Regular Meeting on October 3, 2022.

2176 WV ELEVATOR – PURCHASE/INSTALLATION OF ELEVATOR – BARRACKVILLE

The approval of the quote with WV Elevator to purchase/install and elevator at Barrackville Elementary/Middle School, in the amount of \$139,264.00.

FUNDING: Maintenance

OTHER BIDS: Emergency

PULLED 2177 MIDWAY FORD – PURCHASE 2022 F350 SRW REGULAR CAB

~~The Superintendent recommended approval of the bid from MidWay Ford to purchase a 2022 F350 SRW Regular Cab, in the amount of \$59,861.50.~~

~~FUNDING: \$49,889.20 WVDE Transportation Reimbursement~~

~~\$11,972.50 County~~

~~OTHER BIDS: Advertised October 7, 8th, 12th in the Times West Virginian~~

~~Toothman and Sowers – No bid, product delay 6 months~~

~~Jenkins Ford – No bid, response – cannot get product~~

~~Corwin Ford – No bid, response – cannot get product until May~~

~~Anthony Chevrolet – No bid, 6-8 months wait~~

2178 WV SUPREME COURT OF APPEALS – SCHOOL BASED PROBATION OFFICER INVOICE

The approval of the invoice to WC Supreme Court of Appeals for the school-based probation officer, in the amount of \$15,696.34.

FUNDING: County

2179 MOU – UPSHUR COUNTY BOE – ORIENTATION AND MOBILITY SERVICES

The approval of the Memorandum of Understanding with Upshur County BOE to provide Orientation and Mobility Services from July 1, 2022 through June 30, 2023.

FUNDING: County

2180 MCTC – WORK-BASED LEARNING – ADVANCED CAREER EDUCATION PROGRAMS

The approval of the Marion County Technical Center for the Work-Based Learning – Advanced Career Education (ACE) Programs.

2181 MOU – WESTERN GOVERNORS UNIVERSITY (WGU) – STUDENT TEACHING

The approval of the MOU Western Governors University (WGU) for student Teaching services from October 18, 2022 – October 17, 2023.

2182 MOU – TAYLOR COUNTY BOE – AUDIOLOGY SERVICES

The approval of the Memorandum of Understanding with Taylor County Board of Education to provide Audiology services from July 1, 2022 through June 30, 2023.

2183 LEARN WELL – STUDENT INSTRUCTIONAL SUPPORT

The approval of the agreement with Learn Well to provide Student instructional support for a homebound student, in the amount of \$45.00 per hour and not to exceed 7.5 hours per week.

FUNDING: County

2184 MOU – FROSTBURG STATE UNIVERSITY – CLINICALS

The approval of the MOU with Frostburg State University to implement the clinical component of educator preparation for the 2022 -2023 SY.

2185 USE OF FACILITIES – PLEASANT VALLEY – YOUNG GUNS

The approval of the Use of Facilities form with Young Guns to use Pleasant Valley School from September 15, 2022 through June 30, 2023.

2186 USE OF FACILITIES – FAIRVIEWS MIDDLE – FAIRVIEW 5th/6th GIRLS BASKETBALL

The approval of the Use of Facilities form with Fairview Elementary for the Fairview 5th/6th Girls Basketball teams use the gym from August 1, 2022 through November 1, 2022.

2187 USE OF FACILITIES – BLACKSHERE – LIL HUSKY – MOUNTAINEER YOUTH FOOTBALL

The approval of the Use of Facilities form with Blackshere for Lil Husky – Mountaineer Youth Football to use the gym on November 15, 2022.

2188 BOOSTERS – WHITEHALL - PTO

The approval of the Boosters at Whitehall PTO Boosters for the 2022-2023 SY.

2189 FIELD TRIP – OVERNIGHT – PRIVATE AUTO

The approval of the following:

WFMS – Student Council, granted permission to use private auto to travel to Jacksons Mill, Weston, WV, October 16-18, 2022, for the Fall Convention.

Approximate number of students: 14

Chaperone(s): Aimie Williams and Sean Hoskinson

Approximate Cost: \$190.00 per student

Source of funds: Parents

Number of school days lost: 2

2190 FIELD TRIP – OVERNIGHT – PRIVATE AUTO

The approval of the following:

Rivesville – Student Council, granted permission to use private auto to travel to Jacksons Mill, Weston, WV, October 16-18, 2022, for the Fall Convention.

Approximate number of students: 13

Chaperone(s): Patricia Desmuke

Approximate Cost: \$2,340

Source of funds: Student Council/Students

Number of school days lost: 2

2191 FIELD TRIP – OUT OF STATE – COUNTY BUS

The approval of the following:

Rivesville 1st Grade, granted permission to use a county bus to travel to Richs Farm, Smithfield, PA, October 26, 2022 for the to conclude Pumpkin Unit.

Approximate number of students:50

Chaperone(s): SEE ATTACHED

Approximate Cost: \$150.00

Source of funds: PBIS and Students

Number of school days lost: 1

2192 FIELD TRIP – OUT OF STATE – COUNTY BUS

The approval of the following:

Barrackville 2nd ,3rd 4th Grade, granted permission to use a county bus to travel to the Spring House, Washington, PA, October 28, 2022 to learn about and explore the workings of a farm.

Approximate number of students: 120

Chaperone(s): Missy Kucish, Rick Sell, Leann Lutz, Erin Price, Natalie Campbell, Joanna Richardson

Approximate Cost: \$15.00 per person

Source of funds: Parents

Number of school days lost: 1

2193 FIELD TRIP – OVERNIGHT– PRIVATE AUTO

The approval of the following:

FSHS – Cross Country, granted permission to use private auto to travel to Cabell Midland HS, WV, October 28-29, 2022 to participate in the State Cross Country Meet.

Approximate number of students:7

Chaperone(s): Mark Offutt

Approximate Cost: \$700.00

Source of funds: Boosters

Number of school days lost:1/2

16-2202

2194 FIELD TRIP – OUT OF STATE – COUNTY BUS

The approval of the following:

Blackshere – 4th Grade, granted permission to use a county bus to travel to Spring House Farms, Washington, PA, October 20, 2022 to study Dairy Farm, How to milk cows, tour Bottling plant.

Approximate number of students:90

Chaperone(s): Crystal Miller, Sarah White, Angie Ferrell, Leslie Toothman, & Latasha Toothman

Approximate Cost: \$15.00 per person

Source of funds: School

Number of school days lost:0

2195 FIELD TRIP – OUT OF STATE – COUNTY BUS

The approval of the following:

East Park – Pre-School, granted permission to use a county bus to travel to Rich Farms, PA, October 26, 2022 for a field trip.

Approximate number of students:66

Chaperone(s): SEE ATTACHED

Approximate Cost: \$300

Source of funds: Parents/Students

Number of school days lost:1

2196 FIELD TRIP – OVERNIGHT – COUNTY BUS

The approval of the following:

EFHS - Soccer, granted permission to use a county bus to travel to Beckley, WV, November 3-5, 2022 for the State Soccer Tournament.

Approximate number of students:55

Chaperone(s): E. Wright, Katey Sharpe, Brea Wright, Kira Hill, Kyra Miller

Approximate Cost: \$500

Source of funds: Soccer Boosters

Number of school days lost:1.5

2197 FIELD TRIP – OVERNIGHT – PRIVATE AUTO

The approval of the following:

FSHS – Boys Cross Country, granted permission to use a Private Auto to travel to Cabell Midland HS, WV, October 28-29, 2022 for the State Championship.

Approximate number of students:10

Chaperone(s): Dayton Mickvicker, Scott & Denise Morris, Students riding with their own parents

Approximate Cost: \$700

Source of funds: Boosters

Number of school days lost:1/2

2198 SOLIANT – SPECIAL ED SERVICES

The approval of the Agreement with Soliant to provide Special Ed Services for the 2022-2023 SY, in an amount equal to \$21,500.00 or thirty-five (35) percent (whichever is greater). FUNDING: County

2199 USE OF FACILITIES – BLACKSHERE – PTO

The approval of the Use of Facilities form with Blackshere for PTO to use the campus on October 22, 2022.

2200 OMNI/VERITAS – REQUEST FOR PAYMENT #14

The approval to pay the request for payment #14 for service from August 25, 2022 – October 7, 2022, in the amount of \$375,332.57.

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

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

15-3000 FINANCIAL

3011 Vendor List dated October 12, 2022 are viewable in the attachments on the Marionboe.com website.

3012 Budget Supplements and Transfers dated October 12, 2022 are viewable in the attachments on the Marionboe.com website.

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

Mr. Dragich made a motion, seconded by Mr. Saunders to approve the following: **EXCEPT FOR ITEMS 4197, 4198, 4199, 4200, which were voted on separately. Item 4198 was voted after the 7000 series.**

15-4000 PERSONNEL

4176 EMPLOYMENT – PAID COACHES

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

Barrackville Elem/Middle School

C22 09 26 22

Holly Hess Cheerleading 7/8 SSAC

East Fairmont High School

C22 09 26 03

John Bowman Girls’ Basketball JV/Assistant SSAC

C22 09 26 01

Carter DeVault Boys’ Basketball JV/Assistant SSAC

<u>C22 09 26 06</u> <u>Daynon Foster</u>	Wrestling/Assistant	SSAC-Pending
<u>C22 09 26 05</u> <u>Emily Gallagher</u>	Boys' Swimming	SSAC
<u>C22 09 26 02</u> <u>Ronald Jones</u>	Boys' Basketball Freshmen/Assistant	SSAC
<u>C22 09 26 06</u> <u>Bradley Kakos</u>	Wrestling/Assistant	SSAC
<u>C22 09 26 04</u> <u>Eugenia Reesman</u>	Girls' Basketball Freshmen/Assistant	Professional
<i>East Fairmont Middle School</i>		
<u>C22 09 26 24</u> <u>Jordan Hayes</u>	Boys' Basketball/7th	SSAC
<u>C22 09 26 27</u> <u>Dalton Michael</u>	Head Wrestling	SSAC
<u>C22 09 26 26</u> <u>Richard Rogers</u>	Girls' Basketball/8th	SSAC
<u>C22 09 26 25</u> <u>John Thomas</u>	Girls' Basketball/7th	SSAC
<u>C22 09 26 28</u> <u>Cole Valentine</u>	Wrestling/Assistant	SSAC
<i>Fairmont Senior High School</i>		
<u>C22 09 26 09</u> <u>Corey Boddy</u>	Girls' Basketball JV/Assistant	SSAC
<u>C22 09 26 11</u> <u>Robert Clevenger</u>	Boys' Swimming	SSAC
<u>C22 09 26 12</u> <u>Trina Clevenger</u>	Girls' Swimming	Professional
<u>C22 09 26 13</u> <u>Steve Gabbert</u>	Wrestling/Assistant	SSAC

<u>C22 09 26 13</u>		
<u>Nicholas Hedrick</u>	Wrestling/Assistant	SSAC
<u>C22 09 26 10</u>		
<u>Ryan Sevier</u>	Girls' Basketball Freshmen/Assistant	SSAC
<i>Fairview Middle School</i>		
<u>C22 09 26 29</u>		
<u>Jeffrey Steele</u>	Girls' Basketball	SSAC
<i>Mannington Middle School</i>		
<u>C22 09 26 30</u>		
<u>Charles Barta</u>	Head Wrestling	Sub Permit
<i>Monongah Middle School</i>		
<u>C22 09 26 34</u>		
<u>Alicia Cassell</u>	Girls' Basketball 7th	SSAC
<u>C22 09 26 35</u>		
<u>Jonetta Collins</u>	Cheerleading 7/8	Sub Permit
<u>C22 09 26 33</u>		
<u>Michael Runner</u>	Boys' Basketball 8th	SSAC
<i>North Marion High School</i>		
<u>C22 09 26 15</u>		
<u>Justin Balwanz</u>	Boys' Basketball JV/Assistant	SSAC
<u>C22 09 26 14</u>		
<u>Steven Harbert</u>	Head Boys' Basketball/Varsity	SSAC
<u>C22 09 26 19</u>		
<u>Jeff Hess</u>	Wrestling/Assistant	SSAC
<u>C22 09 26 16</u>		
<u>Jeffrey Hyde</u>	Girls' Basketball JV/Assistant	SSAC
<u>C22 09 26 17</u>		
<u>Antonio Lopez</u>	Girls' Swimming	Professional
<u>C22 09 26 18</u>		
<u>David Tennant</u>	Head Wrestling	Professional
<i>Rivesville Elem/Middle School</i>		
<u>C22 09 26 36</u>		
<u>Leonard Eddy</u>	Boys' Basketball	SSAC

C22 09 26 37Leonard Eddy

Girls' Basketball

SSAC

West Fairmont Middle School**C22 09 26 41**Gregory Apanowicz

Wrestling/Assistant

SSAC

C22 09 26 38William Butler

Boys' Basketball 7th

SSAC

C22 09 26 39William Butler

Boys' Basketball 8th

SSAC

C22 09 26 40Michael Cimaglia

Girls' Basketball 8th

SSAC

4177 VOLUNTEER - COACHES

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

East Fairmont High School**C22 09 26 42**Gavin Asterino

Boys' Basketball/Volunteer

SSAC-Pending

C22 09 26 46James Boyers

Wrestling/Volunteer

SSAC

C22 09 26 42Tony Corley

Boys' Basketball/Volunteer

SSAC

C22 09 26 43Bradley Heltzel

Girls' Basketball/Volunteer

Sub Permit

C22 09 26 46Rob Johnson

Wrestling/Volunteer

SSAC-Pending

C22 09 26 43Ronald Martin

Girls' Basketball/Volunteer

SSAC

C22 09 26 46Dalton Michael

Wrestling/Volunteer

SSAC

C22 09 26 46Cole Valentine

Wrestling/Volunteer

SSAC

East Fairmont Middle School**C22 09 26 63**Walter Larnerd

Girls' Basketball 8th/Volunteer

SSAC

C22 09 26 60Ross Layton

Boys' Basketball/Volunteer

SSAC-Pending

C22 09 26 64Dominick Postlewait

Wrestling/Volunteer

SSAC

C22 09 26 62Tabitha Shupe

Girls' Basketball 7th/Volunteer

SSAC-Pending

C22 09 26 61Travis Tucker

Boys' Basketball 8th/Volunteer

SSAC

Fairmont Senior High School**C22 09 26 51**Jody Arbogast

Wrestling/Volunteer

SSAC

C22 09 26 50Robert Clevenger

Girls' Swimming/Volunteer

SSAC

C22 09 26 49Trina Clevenger

Boys' Swimming/Volunteer

Professional

C22 09 26 50Autumn Menas

Girls' Swimming/Volunteer

Sub Permit

C22 09 26 51John Jay Michael

Wrestling/Volunteer

Professional

C22 09 26 51Adam Naternicola

Wrestling/Volunteer

SSAC

C22 09 26 47Frank Skubis

Boys' Basketball/Volunteer

Retired Professional

Fairview Middle School**C22 09 26 59**Christopher Freeman

Girls' Basketball/Volunteer

Professional

Mannington Middle School**C22 09 26 67**Steve Barta

Wrestling/Volunteer

SSAC

C22 09 26 65Jason Jones

Boys' Basketball/Volunteer

Professional

Monongah Middle School**C22 09 26 68**Chad Davidson

Girls' Basketball/Volunteer

Professional

C22 09 26 68Andrew Weekley

Girls' Basketball/Volunteer

Professional

North Marion High School**C22 09 26 56**Laura Goblinger

Girls' Swimming/Volunteer

Professional

C22 09 26 52Timothy Murphy

Boys' Basketball/Volunteer

Professional

C22 09 26 52Troy Shuck

Boys' Basketball/Volunteer

SSAC

West Fairmont Middle School**C22 09 26 70**Jennifer Parker

Boys' Basketball/Volunteer

SSAC-Pending

4178 RESIGNATION – COACHES

The approval of the following coaching resignations:

Mannington Middle SchoolAdam Thorne

Boys' Basketball/JV

Effective: October 6, 2022

4179 PROFESSIONAL LEAVE

The approval of the following:

Kaitlyn Knight, Teacher, North Marion High School, granted permission to attend NCTM Regional Conference, in Baltimore, MD, from November 30, 2022-December 2, 2022.

To be funded by: Model Schools

Karen Morgan, Teacher, East Fairmont High School, granted permission to attend NCTM Regional Conference, in Baltimore, MD, from November 30, 2022-December 2, 2022.

To be funded by: Model Schools

Teresa Riffle, Teacher, East Fairmont High School, granted permission to attend NCTM Regional Conference, in Baltimore, MD, from November 30, 2022-December 2, 2022.

To be funded by: Model Schools

Kathryn Sharpe, Teacher, East Fairmont High School, granted permission to attend NCTM Regional Conference, in Baltimore, MD, from November 30, 2022-December 2, 2022.

To be funded by: Model Schools

Heather Summers, Teacher, North Marion High School, granted permission to attend NCTM Regional Conference, in Baltimore, MD, from November 30, 2022-December 2, 2022.

To be funded by: Model Schools

Ernest Yeager, Teacher, Fairmont Senior High School, granted permission to attend NCTM Regional Conference, in Baltimore, MD, from November 30, 2022-December 2, 2022.

To be funded by: Model Schools

4180 RESIGNATIONS – PROFESSIONAL PERSONNEL

The approval of the professional resignations as follows:

Joseph Gearde Social Studies
East Fairmont High School
200 Days
Effective: September 28, 2022

Kimberly Hamilton Speech Language Pathologist-Itinerant
Rivesville Elementary/Middle School
200 Days
Effective: October 28, 2022

4181 LEAVE OF ABSENCE – PROFESSIONAL PERSONNEL

The approval of the following:

Margaret Holt Teacher East Fairmont Middle School
Granted a leave of absence from November 9, 2022 to January 13, 2023.

4182 EMPLOYMENT – PROFESSIONAL PERSONNEL-GAME MANAGER

The approval of the following:

P22 10 05 01
Michael Sarsfield Game Manager
East Fairmont High School
Contract of \$5,000.00
For the 2022-23 SY
Effective: October 19, 2022

4183 EMPLOYMENT – PROFESSIONAL PERSONNEL

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

P22 09 15 01

Kerri Childs English/Journalism
East Fairmont High School
200 Days
Effective: **PENDING RELEASE FROM HARRISON COUNTY**

P22 10 04 02

Regan Gallo English/Language Arts
East Fairmont Middle School
200 Days
Effective: October 25, 2022

4184 EMPLOYMENT – PROFESSIONAL PERSONNEL-MATH AND READING INTERVENTIONIST-CARES ACT ROUND 3

The approval of the following:

Jayenne Elementary School

P22 08 22 18

Alex Morris Math Interventionist
Jayenne Elementary School
maximum of 150 contact hours during the school day
\$30/hour
Effective: October 19, 2022

West Fairmont Middle School

P22 08 22 15

Ja’Lon Staples Math Interventionist
West Fairmont Middle School
maximum of 150 contact hours during the school day
\$30/hour
Effective: October 19, 2022

4185 EMPLOYMENT – PROFESSIONAL PERSONNEL-ELA AND MATH TUTORS FOR LEARNING RECOVERY AND INNOVATION -CARES ACT ROUND 3

The approval of the following:

Barrackville Elementary/Middle School

P22 09 21 14

Rick Sell ELA After School Tutor for Learning Recovery and Innovation
Barrackville Elementary/Middle School
maximum of 150 after school contract hours
\$30/hour
Effective: October 19, 2022

West Fairmont Middle School**P22 10 03 15**Angela Betonte

Math After School Tutor for Learning Recovery and Innovation

West Fairmont Middle School

maximum of 150 after school contract hours

\$30/hour

Effective: October 19, 2022

P22 10 03 16Teresa Sestito

ELA After School Tutor for Learning Recovery and Innovation

West Fairmont Middle School

maximum of 150 after school contract hours

\$30/hour

Effective: October 19, 2022

4186 RESIGNATION – SUBSTITUTE TEACHERS

The approval of the following substitute teacher resignation:

Megan McClung

Effective: October 2, 2022

4187 EMPLOYMENT – SUBSTITUTE TEACHERS

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

Wesley Ashcraft

Sub Permit

Kerigan Blake

Residency Permit

Jo Chandler

Professional

Danielle Hampton

Sub Permit

Brooklyn Moran

Sub Permit

Bruce Veltri

Sub Permit

4188 REASSIGNMENT – PROFESSIONAL PERSONNEL

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

From:

To:

P22 09 20 09Rebecca MerrittBiology/General Science
East Fairmont High School
200 DaysBiology/General Science
Fairmont Senior High School
200 DaysEffective: ***Pending Replacement***

16-2202

4189 RESIGNATIONS – SERVICE PERSONNEL

The approval of the service personnel resignations as follows:

Tracy Thompson Secretary I/II/Accountant I/II
Watson Elementary School
8:30 am-3:30 pm
200 Days
Effective: November 29, 2022

Brandon VanGilder Custodian I/II
Fairmont Senior High School
3:00 pm-10:30 pm
210 Days
Effective: October 14, 2022

4190 LEAVE OF ABSENCE – SERVICE PERSONNEL

The approval of the following:

Jacob Hixenbaugh Custodian I/II East Dale Elementary School
Request a leave of absence from September 14, 2022 to
January 13, 2023.

Charlene O'Donnell ECCAT-K Jayenne Elementary School
Request a leave of absence **AS NEEDED** October 17, 2022 to
June 1, 2023.

4191 EMPLOYMENT – SERVICE PERSONNEL

The approval of the following:

S22 10 04 02

Amy Clutter LPN/Aide-Itinerant
White Hall Elementary
200 Days
8:30 am-2:30 pm
Effective: October 19, 2022

S22 10 04 07

Christina Michael Cook I/II-Half Time
North Marion High School
200 Days
9:00 am-12:30 pm
Effective: October 19, 2022

S22 10 04 05

Nick Nichols

Custodian I/II
East Fairmont Middle (HB)/Mannington Bus Garage
210 Days
4:30 pm-11:30 pm
Effective: October 19, 2022

S22 10 04 03

Nichea Pyles

Custodian I/II
Meadowdale/Barrackville (HB)
210 Days
3:00 pm-10:30 pm
Effective: October 19, 2022

4192 EMPLOYMENT – SUMMER SERVICE PERSONNEL-AFTER SCHOOL PROGRAM

The approval of the following:

S22 09 23 01

Cynthia Lepley

LPN/Aide-Itinerant
After School Program
West Fairmont Middle School
Beginning and ending times will vary
Effective: October 18, 2022

4193 REASSIGNMENT – SERVICE PERSONNEL

The approval of the following:

S22 09 30 01

Liberty Glover

From:

Autism Mentor-Itinerant
Fairview Elementary
200 Days
8:30 am-2:30 pm

To:

Sp Ed Aide-Itinerant
North Marion High School
200 Days
7:30 am-1:30 pm
Effective: October 19, 2022

S22 10 04 06

Tiffany Lee

Cook I/II
East Fairmont Middle
200 Days
6:00 am-1:30 pm

Cafeteria Manager
East Fairmont Middle
200 Days
6:00 am-1:30 pm
Effective: October 19, 2022

S22 10 04 04

Jeffrey Noechel

Custodian I/II
Pleasant Valley Elementary

Custodian I/II-Half Time
Fairmont Senior High

School

210 Days
1:30 pm-9:00 pm

210 Days
12:00 pm-3:30 pm
Effective: October 19, 2022

4194 RESIGNATIONS – SUBSTITUTE SERVICE PERSONNEL

The approval of the substitute service personnel resignations as follows:

Shelly Lehew Substitute Custodian
Effective: October 10, 2022

Kimberly McCartney Substitute Secretary
Effective: October 11, 2022

Ronda Retton Substitute Secretary
October 11, 2022

Misty Tate Substitute Aide
Effective: October 5, 2022

4195 EMPLOYMENT – EXTRA CURRICULAR CONTRACTS

The approval of the following extra-curricular contracts for the 2022-23 SY.

<i>Name</i>	<i>Duty</i>	<i>Hours</i>
<i>East Park Elementary</i>		
Childs, Michelle	Late Bus Duty	45
Mapel, Julie	Late Bus Duty	45
Moore, Tonya	Morning Bus Duty	45
Shipley, Amy	Late Bus Duty/Office Duty	45
Shipley, Amy	Morning Bus Duty	45
Talerico, Michelle	Morning Bus Duty	45
Talerico, Michelle	Yearbook	45
<i>Marion County Technical Center</i>		
Costello, Courtney	HOSA Advisor CISO	40
Foley, Mike	Skills USA	15
Hampton, Sabrina	Advisor Student Body	10
Hampton, Sabrina	Lunch Duty	45
Hampton, Sabrina	WVEIS Coordinator	17.5
Lupo, Kathy	DECA	51
Postlethwait, John	Agriculture Advisor	85
Russell, Chelsi	School Newsletter	20

Russell, Chelsi	Book Club Advisor	9
Sakacsi, Jeremy	Skills USA	35
Stalnaker, Todd	ProStart Advisor	25
Yoho, Mark	Newsletter	20
Yoho, Mark	FBLA Advisor	10

Monongah Middle School

Moore, Janie	WVEIS Support	22.5
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West Fairmont Middle School

Bradshaw, Anna	PM Bus Duty	20
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4196 EMPLOYMENT – PROFESSIONAL PERSONNEL-21st CENTURY PROGRAM

The approval of the following:

East Park Elementary

P22 08 10 05

<u>Desiree Parker</u>	Enrichment Instructor-East Park
	2022-23 SY
	\$10/hour
	Monday-Friday
	September 2022-May 2023
	Effective: October 19, 2022

P22 08 10 05

Elizabeth Seifrit	Enrichment Instructor-East Park
	2022-23 SY
	\$10/hour
	Monday-Friday
	September 2022-May 2023
	Effective: October 19, 2022

Watson Elementary

P22 08 10 06

Chloe Campbell	Enrichment Instructor-Watson
	2022-23 SY
	\$10/hour
	Monday-Friday
	September 2022- May 2023
	Effective: October 19, 2022

YEAS: Boyles, Costello, Dragich, Pellegrin, Saunders

NAYS: 0

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

4197 SUSPENSIONS – PROFESSIONAL

The approval of Brian Cleveland, Teacher, be suspended for 2 school days and to be served October 5 and October 6, 2022 for Violation of the Employee Code of Conduct.

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

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

4199 TERMINATION –SUBSTITUTE SERVICE

The approval of Tiffany Craig, Substitute Aide/Substitute Bus Operator, be terminated for not accepting jobs as a substitute aide and not completing the annual physical exam to qualify as a bus operator.

YEAS: Boyles, *Dragich, Pellegrin, Saunders* **ABSTAIN:** Costello
NAYS: 0

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

4200 TERMINATION –SUBSTITUTE SERVICE

The approval of Nickolas Ramage, Substitute Custodian, be terminated for Results from CIB Background check.

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

15-5000 DISCUSSION – NEW POLICIES, REVISIONS & DELETIONS

15-6000 SUPERINTENDENT’S REPORT

- Student Achievement - Game Changer Initiative Program**
- We Surveys Data**
- State information regarding – Amendments 2 & 4**
- Technology RankOne**
- Transportation**
- Facilities - Rivesville roofing/Boiler**
- Playground – East Park**
- Maintenance Safety and Securities**

15-7000 MATTERS FROM THE BOARD

- Mr. Boyles - School Security Assessment
- Weather coming up
- Turf Repairs at the E/W Stadium
- Get as knowledgeable of Amendments
- Mr. Dragich – Flashing lights – Security of EFMS
- All Class Reunion
- Interventionist – recruits/reports
- Mr. Pellegrin – iReady reports

Mr. Saunders - Drug awareness
 FSU – Waive swimming fees
 Tech Center –
 NMHS – Locker room is a must see
 Policy for principals

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

7007 STUDENT EXPULSION

The approval of a student to be expelled for one school year for violation of the Safe Schools Act.

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

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

7008 STUDENT EXPULSION

The approval of a student to be expelled for one school year for violation of the Safe Schools Act.

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

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

7009 STUDENT EXPULSION

The approval of a student to be expelled for one school year for violation of the Safe Schools Act.

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

Mr. Pellegrin made a motion, seconded by Mr. Dragich to go into executive session to discuss item 4198 at 7:07 pm.

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

Mr. Pellegrin made a motion, seconded by Mr. Boyles to return to regular session at 7:16 pm.

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

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

4198 TERMINATION – SERVICE

The approval of Stacy Butcher, Custodian, be terminated for Absent without leave after exhausting all forms of leave, both paid and unpaid.

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

16-2202

15-9000 FUTURE MEETINGS

DATE	PURPOSE	TIME	PLACE
Nov 7	Mon Regular Session	6:00 pm	Central Office
Nov 21	Mon Regular Session	6:00 pm	Central Office
Dec 5	Mon Regular Session	6:00 pm	Central Office
Dec 19	Mon Regular Session	6:00 pm	Central Office

ADJOURNED

Mr. Pellegrin made a motion, seconded by Mr. Dragich to adjourn at 7:18 pm.

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

Mrs. Donna Costello, President

Dr. Donna Hage, Superintendent/Secretary

Robin Haught, Executive Secretary



West Virginia Elevator
4784 Chimney Drive
Charleston, WV 25302

PROPOSAL # Q-32553

COMPLETE MAINTENANCE AGREEMENT

CLIENT:

Marion County Schools
28 12th street
Fairmont, WV

SERVICE LOCATION:

509 Pike Street, Fairmont, WV
26554

BILLING ADDRESS: 28 12th
street Fairmont, WV 26554

UNITS:

<u>Unit ID</u>	<u>Type</u>
Barrackville	Lift and Hydraulic
Fairmont Middle	Hydraulic #1 and 2
Jayenne	Hydraulic
North Marion High	Hydraulic
East Fairmont High	Hydraulic
Fairmont Senior	Hydraulic
East Fairmont Jr.	Hydraulic
White ALC	Elevette

SCOPE OF WORK:

West Virginia Elevator ("West Virginia Elevator") will maintain the elevator equipment for Marion County Schools ("Client") herein described using qualified technicians under our supervision. West Virginia Elevator will employ all reasonable care to see that the elevator equipment is maintained in proper operating condition.

West Virginia Elevator will regularly and systematically examine, maintain, adjust, lubricate as required, and if conditions warrant, unless specifically excluded elsewhere in this Agreement, repair or replace all elevator components. Relamping of signal fixtures is included only during our regular service examinations.

Unless otherwise indicated, this Agreement covers all work performed during the regular working hours of regular working days of the elevator trade.

Annual and 5-year testing including filing fees is included in this Agreement

Testing will be performed during regular time only. Any test or portion of test performed on overtime will be charged at our normal overtime billing rate. West Virginia Elevator assumes no responsibility for re-inspection fees or labor to perform such tests for failures outside of our control.

Regular-time callbacks are included in this Agreement.

At any time, if you should require any examinations, repairs, minor adjustments, or call back services (unless included above) to be made on overtime, West Virginia Elevator will invoice accordingly using overtime billing rates included in this agreement.

West Virginia Elevator agrees to maintain a supply of contacts, coils, leads and generator brushes, lubricants, wiping cloths and other minor parts in each elevator machine room for the performance of routine preventive maintenance. In the event this maintenance agreement is terminated by either party for any reason whatsoever, the Client agrees to provide West Virginia Elevator access to the premises to remove any spare parts or tools that were not purchased by the Client. Replacement parts stored in the machine room remain the property of West Virginia Elevator until they are installed on the units.

It is agreed that West Virginia Elevator does not assume possession or control of any part of the equipment and that such remains the Client's exclusively as the owner (or lessee) thereof. West Virginia Elevator shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, earthquakes, riots, civil commotion, war, vandalism, malicious mischief, or acts of God.

Nothing in this Agreement shall be construed to mean that West Virginia Elevator assumes any liability for damages or otherwise on account of accidents to persons or property for accidents arising or resulting from the overloading and/or misloading of any elevator or other device covered by this Agreement, beyond its rated capacity. The Client shall be solely responsible for supervising the use of the equipment and shall provide whatever attendant personnel, warning signs and other controls and cautions that may be required or desirable to insure safe operation. Client shall, at all times, be solely liable for the operation of the equipment.

EXCLUSIONS:

All repairs and replacements covered under this agreement are limited to those necessitated by normal wear and tear. West Virginia Elevator assumes no responsibility for the following elevator equipment. These items are not included in this Agreement:

The replacement, repairing or refinishing of car enclosure, gates and/or door panels, door pull straps, hoistway enclosures, complete hoistway clean downs, rail alignment, hoistway structural steel, concrete, inserts, brackets, hoistway doors, door frames, sills, swing door hinges and closing devices, hoistway gates, finished flooring, power feeders, switches (and their wiring, fusing, and feeders), traveling cables, main line disconnects, car light diffusers,

smoke or heat sensors, emergency car light and batteries, communication devices, firefighter's service equipment or lack thereof, hydraulic cylinders, plungers, plunger seals / packings, life jackets, casings, underground piping, disposal of, or cleanup or waste oil or soil contamination caused by leaks in the hydraulic cylinder or underground piping, belt driven machines and their belts, belt monitoring systems/devices, all non-traditional inverted jack equipment, and any damage resulting from extreme temperature changes in the machine room. State code mandates the machine room must maintain a temperature between 50 to 90 degrees.

The Items listed on the schedule below show wear. West Virginia Elevator is accepting them in their present condition with the understanding that you are to pay, in addition to the base amount of this contract, an extra cost at the time the items listed are first replaced. The charge for this replacement will be determined by prorating the total cost of replacing the individual items.

**SCHEDULE OF PARTS TO BE EXCLUDED OR PRORATED:
(NONE OR LIST PARTS TO BE PRORATED)**

West Virginia Elevator is not responsible for the replacement of obsolete parts. Obsolescence is defined as no longer available by the original manufacturer.

West Virginia Elevator shall not be required to make safety tests nor to install new attachments on the elevators, whether or not recommended or directed by insurance companies or by governmental authorities, nor to make any replacements with parts of a different design. However, West Virginia Elevator will make Client/landlord/owner aware of any equipment warning signs or recommendations to ensure safe operation. It is agreed that West Virginia Elevator is not required to make renewals or repairs necessitated by reason of negligence, obsolescence, or misuse of the equipment or by reason of any other cause beyond our control except ordinary wear and tear. Client understands tests impose greater strain upon the equipment than that arising from normal operation.

Therefore, it is agreed that in making such tests, the company shall not be liable for leakage, loss, damage, injury or destruction of persons or property, except those of the company, because of the action of failure of any of these devices. If repairs are necessary before or after such tests, to meet code or performance requirements, such work shall be considered as an extra to this agreement. West Virginia Elevator will not be responsible for any outstanding test violations or state fines incurred from previous years or service providers.

This agreement excludes callbacks resulting from any cause beyond our reasonable control including, but not limited to, acts of God, vandalism, misuse, abuse, mischief, riot, civil commotion, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, flood, water, weather, power outages, nuisance calls (ie: running on arrival, requests made in error), keys in pits, etc.

The Client assumes all responsibility for the cost of correcting elevator code violations existing prior to the execution of this contract, and for all costs associated by mandated code changes and/or updates that may become a requirement during the term of this agreement.

If it is determined in the rare instance that the elevator equipment is proprietary (exclusive to the original equipment manufacturer) and requires job-specific diagnostic tools unavailable to West Virginia Elevator, it will be the owner's responsibility to procure the necessary support required from the original manufacturer to assist West Virginia Elevator.

PAYMENT:

In consideration of the **monthly** sum of **\$2,000.00, payable in advance**, and upon execution of this agreement, West Virginia Elevator hereby agrees to furnish the Full Maintenance Agreement services specified in this document. Quarterly billing dates correspond with the start date of services in this contract.

- Monthly Billing
- Quarterly Billing
- Annual Billing

The price listed above is contingent upon equipment surveys. In the event unforeseen circumstances are identified during our initial survey the price listed above is subject to change.

Annual contract amounts paid in full (12 months pre-paid) are subject to a 2% annual discount when received within five (5) business days prior to contract renewal or initial execution.

Each year the contract price will be increased or decreased by the percentage of increase or decrease in the then current straight-time hourly rate (including partial annual increase of wage adjustment for Pension & Welfare cost) for Elevator Constructor Mechanics where the equipment is maintained. Escalations are set to begin on January 1, 2023.

In addition to the price, you shall pay any tax imposed upon you by any existing or future law and the amount of tax imposed upon us, our suppliers or you under any statute, court decision, rule or regulation becoming effective after the date of this Agreement which is based upon or incident to the transfer, use, ownership, or possession of the materials or equipment involved in the performance hereof or the services rendered, hereunder. A delinquent payment charge calculated at the rate of 1.5% per month, or if such rate is usurious, then at the maximum rate under applicable law shall be applied to delinquent payments. In the event of default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost in connection therewith. You shall at all times and at your own cost, maintain a commercial bodily injury and property damage liability insurance policy with the limits of liability you customarily carry, for the life of this contract (naming 3Phase West Virginia Elevator LLC dba West Virginia Elevator an additional insured), covering bodily injury and property damage caused by the services provided under the Agreement and/or ownership, maintenance, use or operation of the equipment described therein.

TERM:

This contract is for a period of one year.

CONTRACT START DATE: 09/1/2022

The service specified herein will be furnished from the effective above stated date and shall continue thereafter until this Agreement is terminated. Either party may terminate this Agreement at the end of the term or after the end of any subsequent (2) two-year period, by giving the other party ninety (90) days written notice. If during the term of this agreement, West Virginia Elevator fails to properly perform services in accordance with the terms and conditions of this agreement, Client shall advise West Virginia Elevator of the specific deficiency in writing and shall allow a reasonable period of thirty (30) days from the date of the written notice to correct the deficiency. In the event West Virginia Elevator fails to correct the deficiency in the allotted time, Client shall have the right to terminate this agreement upon thirty (30) days prior written notice to West Virginia Elevator. Written notices shall be sent by certified mail, return receipt requested to West Virginia Elevator, 4734 Chimney Drive, Charleston, WV 25302.

In the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located, customer agrees to see that such Client is made aware of this Agreement and may choose to keep or terminate agreement. Proof of legal transfer of ownership will be required. West Virginia Elevator may at its sole discretion, terminate the above Agreement with any such successor at any time upon thirty (30) days advance notice in writing.

11-2208

SPECIAL CONSIDERATIONS:

(LIST ANY SPECIAL CONSIDERATIONS)

In the event this offer is a resign or extension of an existing contract with West Virginia Elevator the original terms shall remain in effect until this new contract is signed and fully executed by both parties.

The foregoing Agreement is hereby signed and accepted, any modifications from these terms must be recorded in the form of an addendum to this original contract. Once this agreement is executed it shall supersede all previous understandings whether written or oral.

West Virginia Elevator

Purchaser Authorized Signature

Purchaser Printed Name

Date

Submitted by
Grant Murphy
Sales Account Manager
Phone:
Email:

8/23/2022
Date

October 7, 2022

16-230

Marion County Board of Education
1516 Mary Lou Retton Drive
Fairmont, WV 26554
Attn: Mr. Andy Neptune

RE: Proposal for Mechanical, Electrical, and Plumbing Engineering Services for HVAC Upgrades at East Fairmont Middle School located in Fairmont, WV.

Dear Mr. Neptune,

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

A. PROJECT UNDERSTANDING:

The scope of work for this project is to develop a set of bid documents for the replacement of select components of the existing Variable Refrigerant Flow (VRF) systems for East Fairmont Middle School. Additionally, Thrasher will provide Bidding & Negotiation and Construction Administration services as described below.

B. SCOPE OF SERVICES:

TASK 1: Architectural Services

Architectural services to include:

- » Architectural floor plans
- » Reflected ceiling plans
- » Ceiling demolition drawings
- » Ceiling replacement drawings

TASK 2: Mechanical Design

Mechanical design and documentation to include:

- » HVAC plans to support the replacement of the existing refrigerant piping and air-cooled condensing units including necessary heating/cooling calculations, equipment selections, schedules and layout.
 - Demo of existing refrigerant piping and condensing units
 - Provide new air-cooled condensing units and refrigerant piping
- » Book Specifications
- » Approximately 15 plan sheets.
- » Submittal to local authorities for approval.
- » All fees associated with plan reviews shall be paid separately by Owner.

TASK 3: Plumbing Design

Plumbing design and documentation to include:

- » Plumbing plans to support the replacement of the existing air-cooled condensing units including calculations, equipment selections, schedules, and layout
 - Condensate piping

- » Book Specifications
- » Approximately 4 plan sheets
- » Submittal to local authorities for approval.
- » All fees associated with plan reviews shall be paid separately by Owner.

TASK 4: Electrical Design

Electrical design and documentation to include:

- » Electrical plans to support the replacement of the existing air cooled condensing units including calculations, equipment selections, schedules, and layout.
 - Demo of power supply to the existing condensing units
 - Provide new power supply for new condensing units
- » Book Specifications
- » Approximately 10 plan sheets
- » Submittal to local authorities for approval.
- » All fees associated with plan reviews shall be paid separately by Owner.

TASK 5: Bidding & Negotiations

Bidding & Negotiations to include

- » Attendance at Pre Bid Conference
- » Issue Addendum(s)
- » Proposal review and qualitative scoring
- » Bid opening, cost scoring, & total score

TASK 6: Construction Administration

Construction Administration to include:

- » Responding to RFI's
- » Shop drawing review
- » Project review meetings
- » Project closeout

C. DELIVERABLES:

- » Construction plans and specifications

D. CLARIFICATIONS:

This Agreement does not include

- » Any permit fees, application fees, state fire marshal review fees or fees to any other local review agencies
- » Plumbing system design
- » Electrical system upgrade
- » Sprinkler system design
- » Commissioning services
- » Design of emergency generator system
- » Travel related expenses
- » Geotechnical services
- » Changes of substance to the plans made after acceptance of final plans.
- » Any other services not specifically identified above

E. SCHEDULE:

Thrasher is prepared to begin this work immediately and meet Marion County Board of Education schedule

18-280

F. FEES & PAYMENT TERMS:

The lump sum for Tasks 1 - 6 is \$232,380.00 and is based on the Work described above beginning once authorization to proceed is received. The fee for these tasks will be invoiced monthly based on Thrasher's estimated percentage of completion by task. Thrasher's estimate of completion shall be the sole controlling factor in the amount invoiced and said invoiced amount will be paid per the attached Terms and Conditions.

» Task 1, Architectural Services	\$30,600.00
» Task 2, Mechanical Design	\$69,180.00
» Task 3, Plumbing Design	\$ 6,960.00
» Task 4, Electrical Design	\$33,800.00
» Task 5, Bidding & Scoring	\$26,800.00
» Task 6, Construction Administration	\$65,040.00

Thrasher appreciates and is excited about the opportunity to work on this Project. If you have any questions or need additional information, please contact me at 304-624-4108 or at cbaker@thethrashergroup.com. If this proposal is acceptable, please sign below and return a copy to my attention.

Sincerely,
THE THRASHER GROUP, INC.

Craig M. Baker
Architectural Division Manager

ACCEPTANCE:

On this _____ day of _____, 2021, 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 Board of Education, upon the terms and conditions of this Proposal and the Terms and Conditions attached hereto and made a part hereof.**

Marion County Board of Education

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, and
- 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 an 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:

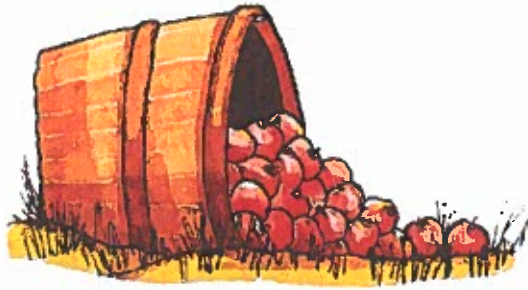
- a) All documents are instruments of service, and Thrasher shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Thrasher) whether or not the Project is completed.
- b) If Thrasher is required to prepare or furnish drawings or 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.

16-230



CHILD NUTRITION

Terri Atha

*School Nutrition Program Director
Marion County Board of Education*

TO: Dr. Donna Hage/Superintendent
DATE: October 26, 2022
SUBJECT: Board Approval

Request for Board Approval:

Purchase from Hooten Equipment Company LLC a Vulcan Double Stack Convection Oven Model VC44GD in the amount of \$11,695.00 for East Fairmont High School.

This is an emergency purchase approved by Dr. Hage on October 26, 2022.

The existing oven is 29 years old and can't be repaired. The do have another set of ovens but with the number of students that they prepare for both sets are necessary.

Hooten Equipment Co. LLC	\$11,695.00 (recommend)
Douglas Equipment	\$12,303.79
Stout Company Inc.	\$14,250.00

Funding from Child Nutrition

16-280



CHILD NUTRITION

Marion County Board of Education
Barnes Learning Center
100 Naomi St.
Fairmont, West Virginia 26554

Terri Atha
School Nutrition Program Director
304-367-2106
ttrichar@k12.wv.us

October 24, 2022

REQUEST FOR PRICE QUOTE (Emergency Purchase)

East Fairmont High School
1993 Airport Road
Fairmont, WV 26554
304-367-2140

Double Stack Convection Oven
Vulcan VC44GD
Natural Gas

(4) Casters in lieu of Standard Legs

Installation to include removal and disposal of old convection oven and complete installation new oven.

1675KIT4S - Dormont Blue Hose Moveable Gas Connector Kit, 1/2" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC (1) SnapFast QD (1) full port valve (2) 90° elbows (1) pair Safety Set with hardware mounting options, limited lifetime warranty Gas manifold piping included with stacking kit to provide single point gas connection Gas Shut off valve for each oven

MUST BE ABLE TO INSTALL BY NOVEMBER 9, 2022

1 Year Warranty - K12 School Nutrition Extended Warranty 12 Months

Total Cost: \$11,695.00

COMPANY NAME HOOTEN EQUIPMENT COMPANY, LLC

ADDRESS 961 VIRGINIA ST., W CITY/STATE CHARLESTON, WV 25302

TELEPHONE (304) 346 0521 FAX (304) 346 3421

SIGNATURE *Kevin Togn*

TITLE VICE PRESIDENT DATE October 24, 2022

Return by October 26, 2022

Fax: 304-367-2177

Mail Marion County Board of Education
Office of Child Nutrition
100 Naomi Street
Fairmont, WV 26554

Email: ttrichar@k12.wv.us

16-280



CHILD NUTRITION

Marion County Board of Education
Barnes Learning Center
100 Naomi St.
Fairmont, West Virginia 26554

Terri Atha
School Nutrition Program Director
304-367-2106
tinchar@k12.wv.us

October 24, 2022

REQUEST FOR PRICE QUOTE (Emergency Purchase)

East Fairmont High School
1993 Airport Road
Fairmont, WV 26554
304-367-2140

Double Stack Convection Oven
Vulcan VC44GD
Natural Gas

(4) Casters in lieu of Standard Legs

Installation to include removal and disposal of old convection oven and complete installation new oven.

1675KIT48 - Dormont Blue Hose Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC (1) SnapFast QD (1) full port valve

(2) 90' elbows (1) pair Safety Set with hardware mounting options, limited lifetime warranty

Gas manifold piping included with stacking kit to provide single point gas connection

Gas Shut off valve for each oven

MUST BE ABLE TO INSTALL BY NOVEMBER 9, 2022

1 Year Warranty - K12 School Nutrition Extended Warranty 12 Months

Total Cost **12,303.79**

COMPANY NAME Douglas Equipment

ADDRESS 301 North Street CITY/STATE Bluefield, WV 24701

TELEPHONE 304-327-0149 Ext 1394 FAX 304-325-3848

SIGNATURE 

TITLE Project Manager DATE 10-24-2022

Return by October 26, 2022

Fax: 304-367-2177

Mail Marion County Board of Education
Office of Child Nutrition
100 Naomi Street
Fairmont, WV 26554

Email tinchar@k12.wv.us

Oct 25 22, 06:47p

STOUT COMPANY 3046233357

3046233357

10-230



CHILD NUTRITION

Marion County Board of Education
Barnes Learning Center
100 Naomi St.
Fairmont, West Virginia 26554

Terri Atha
School Nutrition Program Director
304-367-2106
tinchar@k12.wv.us

10/24/2022

REQUEST FOR PRICE QUOTE (Emergency Purchase)
East Fairmont High School
1993 Airport Road
Fairmont, WV 26554
304-367-2140

Double Stack Convection Oven
Vulcan VC44GD
Natural Gas

(4) Casters in lieu of Standard Legs

Installation to include removal and disposal of old convection oven and complete installation new oven.

1675KIT48 – Dormont Blue Hose Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC (1) SnapFast QD (1) full port valve (2) 90° elbows (1) pair Safety Set with hardware mounting options, limited lifetime warranty
Gas manifold piping included with stacking kit to provide single point gas connection
Gas Shut off valve for each oven

MUST BE ABLE TO INSTALL BY NOVEMBER 9, 2022

1 Year Warranty + K12 School Nutrition Extended Warranty 12 Months

Total Cost: \$14,250.00

COMPANY NAME Stout Company, Inc.
ADDRESS 700 West Pike Street CITY/STATE Clarksburg, WV 26301
TELEPHONE 304-623-3356 FAX 304-623-3357
SIGNATURE Angela Orsini
TITLE President DATE 10/25/2022

Return by October 26 2022

Fax: 304-367-2177

Email: tinchar@k12.wv.us

Mail Marion County Board of Education
Office of Child Nutrition
100 Naomi Street
Fairmont, WV 26554

AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address)
 East Dale Elementary School
 57 East Dale Rd »
 Fairmont, WV 26554

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: 6/22/21

CHANGE ORDER INFORMATION:
 Change Order Number: 15
 Date: 10/12/22

OWNER: (Name and address)
 Marion County Schools
 1516 Mary Lou Retton Drive
 Fairmont, WV 26554

ARCHITECT: (Name and address)
 Omni Associates-Architects, Inc.
 207 Jefferson Street
 Fairmont, WV 26554

CONTRACTOR: (Name and address)
 Veritas Contracting, LLC
 246 Business Park Drive
 Fairmont, WV 26554

THE CONTRACT IS CHANGED AS FOLLOWS:


(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
 See attached back-up


The original Contract Sum was	\$ 3,576,689.00
The net change by previously authorized Change Orders	\$ 415,420.63
The Contract Sum prior to this Change Order was	\$ 3,992,109.63
The Contract Sum will be increased by this Change Order in the amount of	\$ 14,747.19
The new Contract Sum including this Change Order will be	\$ 4,006,856.82

The Contract Time will be unchanged by zero (0) days.
 The new date of Substantial Completion will be 11/21/22
 Five days of actual work is required to complete the tile installation but the contractor reserves the right to request additional days for material availability, scheduling and associated sequential work outlined in the AWR

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Omni Associates-Architects, Inc.
ARCHITECT (Firm name)

SIGNATURE
 David E. Snider, Principal Architect
PRINTED NAME AND TITLE
 10/12/22
DATE

Veritas Contracting, LLC
CONTRACTOR (Firm name)

SIGNATURE
 [Signature]
PRINTED NAME AND TITLE
 10-14-22
DATE

Marion County Schools
OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

School Building Authority of West Virginia

Reviewed
 Reviewed and eligible for the use of local funds only

Reviewed and eligible for use of SBA funds available in the current budget

This review does not relieve the Owner, Architect, or Engineer of responsibility under any applicable codes, rules or statutes.


 Joyce A. VanGilder
 10/14/2022
Date

246 Business Park Drive
Fairmont, WV 26554



Telephone: 304-598-2285
Fax: 304-598-2287

September 29, 2022

Mr. Jason Miller AIA, NCARB
Principal
Omni Associates – Architects, Inc
207 Jefferson Street
Fairmont, West Virginia 26554
Via Email: JMiller@omniassociates.com

Ref.: Addition Work Request #31(AWR#31) , AWR #31 Page 1 of 1.

Dear Mr. Miller,

In reference to the additional bathroom wall tile requested at the East Dale Elementary School addition project, please see the addition of the of requested work to be performed:

- | | |
|---|--------------------|
| • Installation of Dandelion Hexagon tile on 8 additional walls
(1 wall per bathroom) | \$13,143.66 |
| • 10% Mark-Up | \$1,314.37 |
| • 2% Bond | \$289.16 |
| <i>Total Contract Adjustment</i> | <i>\$14,747.19</i> |

In addition, an additional 45 days shall be added to the substantial completion contract date, if needed, due to material availability, scheduling and work to be performed by Veritas post tile installation. Should you need any further information, please feel free to contact our office at 304-598-2285.

Sincerely,

A handwritten signature in red ink, appearing to read "Sam Proctor", is written over the word "Sincerely,".

Sam Proctor
Veritas Contracting LLC

cc: 21039 File



C. Norman
10/19/2022

MARION COUNTY BOARD OF EDUCATION

1516 MARY LOU RETTON DRIVE
FAIRMONT, WV 26554

MR. CHAD A. NORMAN
ADMINISTRATIVE ASSISTANT
TECHNOLOGY, TRANSPORTATION, & CHILD NUTRITION

Work Phone: (304)367.2103
Fax: (304) 368.0589

October 19, 2022

Ms. Haught,

Please place the following item on the Marion County Board of Education Agenda for board approval as request form the Special Education and Technology Departments. Thank you.

A subscription to Cisco Meraki Cloud Archive 365 Day 3-year license for all special needs' classroom cameras.

This will allow Marion County Schools to meet the requirements of Senate Bill 632. This is a bill enacted to protect the teachers and students of special needs students.

- 1) **Funding:** Marion County Schools Technology Department
- 2) **Amount:** \$45,778.80
- 3) **Additional Bids:**
 - a) **Alpha Technology – 3 Year subscription - \$45,788.80 (lowest bid)**
 - b) **Advantage Technologies – 3 Year subscription - \$56,366.80**
 - c) **CDWG - 3 Year subscription - \$57,960.00**



13-230

Software

Description	Price	Qty	Ext. Price
LIC-MV-CA365-1Y Cisco Meraki Cloud Archive 365 Day - Subscription license (1 year)	\$762.98	20	\$15,259.60
LIC-MV-CA365-3Y Cisco Meraki Cloud Archive 365 Day - Subscription license (3 years)	\$2,288.94	20	\$45,778.80
LIC-MV-CA365-5Y Cisco Meraki Cloud Archive 365 Day - Subscription license (5 years)	\$3,814.91	20	\$76,298.20
Subtotal:			\$137,336.60



Cisco Meraki Cloud Archive

10-2022

Prepared by:

Alpha Technologies, Inc.
James Stewart
304-201-7485
jstewart@alpha-tech.us

Prepared for:

Marion County Schools
1516 Mary Lou Retton Drive
Fairmont, WV 26554
Chad Norman
13046571224
cnorman@k12.wv.us

Quote Information:

Quote #: 1005952
Version: 1
Delivery Date: 10/03/2022
Expiration Date: 10/30/2022

Quote Summary

Description	Amount
Software	\$137,336.60
Total:	\$137,336.60

Alpha Technologies, Inc.

Signature:

Name: James Stewart

Title: Infrastructure Sales Engineer

Date: 10/03/2022

Marion County Schools

Signature:

Name: Chad Norman

Date:

950 Kanawha Blvd E
 Suite 100
 Charleston, WV 25301
 www.advantage.tech
 304-342-0796



18-2207

Hardware

Description	Price	Qty	Ext. Price
Cisco Meraki Cloud Archive 365 Day - Subscription License - 1 License - 1 Year	\$939.45	20	\$18,789.00
Multi year options.			
Cisco Meraki Cloud Archive 365 Day - Subscription license (3 years)	\$2,818.34	20	\$56,366.80
Cisco Meraki Cloud Archive 365 Day - Subscription License - 1 License - 5 Year	\$4,697.23	20	\$93,944.60
Subtotal:			\$18,789.00

ADVANTAGE

950 Kanawha Blvd E
Suite 100
Charleston, WV 25301
www.advantage.tech
304-342-0796



Camera Licenses 365 Retention

18-2207



Prepared by:
Advantage Technology
Michael Ferrari
304-741-8320
Fax 304-720-1423
mferrari@advantage.tech

Prepared for:
Marion County Schools
1516 Mary Lou Retton Drive
Fairmont, WV 26554
Allen Canfield
allen.canfield@wvesc.org

Quote Information:
Quote #: MF000072
Version: 1
Delivery Date: 10/07/2022
Expiration Date: 11/06/2022

Quote Summary

Description	Amount
Hardware	\$18,789.00
Total:	\$18,789.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Advantage Technology

Marion County Schools

Signature: *Michael Ferrari*
Name: Michael Ferrari
Title: Procurement Director
Date: 10/07/2022

Signature: _____
Name: Allen Canfield
Date: _____



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

CDW•G

SUSAN DEVITO,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

18-2807

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NBDC827	10/11/2022	MERAKI LICENSING	274458	\$175,780.06

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Meraki Cloud Archive 365 Day - subscription license (1 year) - 1 lic Mfg. Part#: LIC-MV-CA365-1Y Electronic distribution - NO MEDIA Contract: WV Mountain State ESC Agreement (022-G)	20	6205992	\$998.00	\$19,960.00
Cisco Meraki Cloud Archive 365 Day - subscription license (3 years) - 1 lic Mfg. Part#: LIC-MV-CA365-3Y Electronic distribution - NO MEDIA Contract: WV Mountain State ESC Agreement (022-G)	20	6146741	\$2,898.00	\$57,960.00
NEW ITEM Mfg. Part#: NEW-ITEM LIC-MV-CA365-5Y Meraki MV 365 Day Cloud Archive License, 5YR Contract: MARKET	20	NEW-ITEM	\$4,856.00	\$97,120.00

SUBTOTAL	\$175,040.00
SHIPPING	\$740.06
SALES TAX	\$0.00
GRAND TOTAL	\$175,780.06

PURCHASER BILLING INFO

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

DELIVER TO

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

Please remit payments to:

Marion County Schools – BOOSTER INFO / 2022-2023

School North Marion High School

Booster Group Robotics

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: North Marion High School Robotics Boosters

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

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

Date received IVEW 9-10-22

4) Date of the election of booster officers: Sept. 16th 2022

5) Name of booster President: Robert Micciche Phone # 304-290-8182

6) Name of booster Vice President: Scott Zemerick Phone # 304-290-3318

7) Name of booster Secretary: Carrie Mullerax Phone # 304-368-1990

8) Name of booster Treasurer: Cindy Zemerick Phone # 304-290-0687

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

10) Proof of booster Liability Insurance to principal (Must include Marion County Schools as an additional insured): _____ Date submitted: 10/12/22

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

NEW

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

NEW

13) Financial records submitted to the principal at the conclusion of the season: N/A

NEW

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

NEW

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

NEW

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

NEW

Signatures

Principal

[Handwritten signatures]

(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.

Date of this notice: 09-19-2022

Employer Identification Number:
92-0367686

Form: SS-4

Number of this notice: CP 575 E

NORTH MARION HIGH SCHOOL ROBOTICS
BOOSTERS CLUB
1 NORTH MARION ROBOTICS BOOSTERS
1 NORTH MARION DR
FARMINGTON, WV 26571

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0367686. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

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

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



ErieSecure Business™ Application

Application to

Erie Insurance Company

100 Erie Insurance Place Erie, PA 16530

erieinsurance.com

 The Applicant applies for insurance and represents the following to be true.

Policy effective: From: 12:01 A.M. 09/29/2022 To: 12:01 A.M. 09/29/2023

 Agent
 EE1212 UNITED SECURITY AGENCY

Applicant North Marion High School Robotics Boosters Club	Business name	Federal tax ID 920367686
Mailing address North Marion High School ATTN Scott Zemerick 1 NORTH MARION DR FARMINGTON, WV 26571-9717	Phone Business (304) 290-3318	
Business inception year 2022	Legal entity Association	Franchise? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Location/Building - Information (other than coverages)

Loc	Bldg	Address	City	County	State	Zip code					
1	1	1 NORTH MARION DR	FARMINGTON	MARION	WV	26571					
Loc	Bldg	Occupancy/Operations	Percent occupied								
1	1	Social gathering Clubs - no buildings owned or leased	0%								
			0%								
Loc	Bldg	Construction type	Total area (sq.ft.)	Number of stories	Passenger elevator	Freight elevator	Year built	Roof year	Plumbing year	Electrical year	Heating year
1	1	N/A	N/A		None	None	N/A	N/A	N/A	N/A	N/A
Loc	Bldg	Sprinkler	Sprinkler type	Fire alarm	Burglar alarm	Windstorm/Hail	Automatic extinguishing system				
1	1	0%	N/A	N/A	N/A		N/A				
Loc	Bldg	Protection class	Distance to fire hydrant	Distance to fire station	Does this premises have deep frying or grilling?	Do you have any delivery operations?					
1	1		N/A	N/A	N/A	N/A					
Loc	Bldg	Occupied by Applicant?	Insured interest								
1	1	Partial	Tenant								



ERIE Agent
 EE1212
 UNITED SECURITY
 AGENCY

Applicant
 North Marion High School
 Robotics Boosters Club

Policy number
 Q61 0228189

Property Protection

Property deductible*: \$0

**Property deductible applies unless otherwise indicated below.*

Liability Protection

Commercial general liability coverage

Coverage	Deductible	Limit
Bodily injury and property damage		\$1,000,000 Each occurrence
Personal and advertising injury		\$1,000,000 Any one person or organization
Medical expense payments		\$5,000 Any one person
Damage to premises rented to you - Fire legal liability		\$1,000,000 Any one premises
General aggregate		\$2,000,000
Products - Completed operations aggregate		\$2,000,000
Non-owned and hired automobile liability		Included
Damage to customers autos - Legal liability	\$200	Included

Loc	Bldg	State	Class code	Exposure base	Amount
1	1		48557 Social gathering	Locations	1
1	1		41670 Clubs - no buildings owned or leased	Members	10

Policy Optional Coverages and Exclusions

Coverage	Deductible	Limit
Additional insured - Club members (CG2002)		
Additional insured - Owners, lessees, or contractors - Scheduled person or organization (CG2010)		



ERIE Agent
EE1212
UNITED SECURITY
AGENCY

Applicant
North Marion High School
Robotics Boosters Club

Policy number
Q61 0228189

APPLICANT TO ERIE INSURANCE COMPANY SIGN HERE

I certify that I have given true and complete answers to the questions in this application.

Applicant Signature:

DocuSigned by
Scott Zemerick
6ED22076D3AB427

Date:

09/29/2022 | 5:45 PM PDT

Applicant Name:

Scott Zemerick
(Print name)

Title:

Vice President

Agent: Do you consider this an acceptable risk?

Warning: Do Not Bind Risks that have been previously Cancelled or Declined or Not Renewed.

I certify that I have

- Read to the Applicant all of the questions as they are printed on this application.
- Included all answers as given by the Applicant.
- Determined the risk is acceptable.
- Given a copy of this completed application and any attachments to the Applicant.

Agent Signature:

Debra S. Michalaki

Date:

9-29-22

Certificate Of Completion

Envelope Id: 3A0EED39FB754534B8DE4F07795104AD

Subject: Please docusign application & return

Source Envelope:

Document Pages: 6

Certificate Pages: 5

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1

Initials: 0

Status: Completed

Envelope Originator:

Joni Wilson

139 W. Main Street

Bridgeport, WV 26330

joniwilson@unitedsecurityagency.com

IP Address: 40.122.30.123

Record Tracking

Status: Original

9/29/2022 12:29:38 PM

Holder: Joni Wilson

joniwilson@unitedsecurityagency.com

Location: DocuSign

Signer Events

Scott Zemerick

scott@zemericks.com

Security Level: Email, Account Authentication
(None), Authentication

Signature

DocuSigned by:
Scott Zemerick
EED220*6D3A8427

Signature Adoption: Pre-selected Style

Using IP Address: 129.222.217.184

Timestamp

Sent: 9/29/2022 12:33:02 PM

Viewed: 9/29/2022 5:44:39 PM

Signed: 9/29/2022 5:45:11 PM

Authentication Details

SMS Auth:

Transaction: 660E2F651F68140491908AFB784A143F

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 9/29/2022 5:43:58 PM

Phone: +1 304-290-3318

SMS Auth:

Transaction: 660E2F70251C0F0491907F8BB2BA1531

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 9/29/2022 5:46:54 PM

Phone: +1 304-290-3318

Electronic Record and Signature Disclosure:

Accepted: 9/29/2022 5:44:39 PM

ID: 6d7a4611-b8e1-4fb0-8cd0-545f43c5cf49

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, United Security Agency (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jkerns@unitedsecurityagency.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify United Security Agency as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by United Security Agency during the course of your relationship with United Security Agency.

Marion County Schools – BOOSTER INFO / 2022-2023

School Fairmont Senior High School

Booster Group Polar Bear Swim Team Boosters

Aligning County Booster Organizations with WV State Accounting Procedures

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

1) Name of booster Group: Polar Bear Swim Team Boosters

2) Booster Group FEIN (**MUST INCLUDE A COPY OF THE IRS FEIN VERIFICATION FORM**): 8-7-1278771

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

Date received ~~August 28, 2022~~

4) Date of the election of booster officers: August 28, 2022

5) Name of booster President: Crystal Bennington Phone # 304-694-4115

6) Name of booster Vice President: Kristen Street Phone # 304-482-2858

7) Name of booster Secretary: Lysa Burkel Phone # 304-534-2686

8) Name of booster Treasurer: Sara Pletcher Phone # 304-319-2387

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

Booster Sport: Swimming FSHS

Year: 2022

President: Crystal Bennington

Signature: Crystal G. Bennington Date: 9/15/22 PH: 304-694-4115

Email: cbennington07@gmail.com

Vice President: Kristen Street

Signature: Kristen Street Date: 9/15/22 PH: 304-482-2858

Email: kristen.street@yahoo.com

Secretary: Lysa Burkel

Signature: Lysa Burkel Date: 9/15/22 PH: 304-534-2686

Email: burkel6407@comcast.net

Treasurer: Sara Pletcher

Signature: Sara M Pletcher Date: 9/15/22 PH: 304-319-2387

Email: pletcher522@ad.com

Co-Treasurer: _____

Signature: _____ Date: _____ PH: _____

Email: _____

Election was held and approved on the date of August 28, 2022

Date of this notice: 06-18-2021

Employer Identification Number:
87-1278771

Form: SS-4

Number of this notice: CP 575 E

FSHS SWIM BOOSTERS
% LYSA BURKEL
1 LOOP PARK DR
FAIRMONT, WV 26554

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-1278771. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

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

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

WV/CST-280
(Rev. 905)

WEST VIRGINIA CONSUMERS SALES AND SERVICE TAX AND USE TAX EXEMPTION CERTIFICATE

CANNOT BE USED TO PURCHASE GASOLINE OR SPECIAL FUEL



All sales of tangible personal property or taxable services are presumed to be subject to tax unless a properly completed Exemption Certificate or a Direct Pay Permit number is provided. Read instructions on reverse side before completing this certificate.

NAME OF VENDOR	DATE	CHECK APPLICABLE BOX:	
STREET ADDRESS	CITY	<input type="checkbox"/> SINGLE PURCHASE CERTIFICATE	<input type="checkbox"/> BLANKET CERTIFICATE
	STATE	ZIP CODE	

TO BE COMPLETED BY PURCHASER: I, the undersigned, hereby certify that I am making an exempt purchase and hold a valid Business Registration Certificate:

Enter Tax Identification Number

5	5	6	0	6	7	7	5	3	0	0	1
---	---	---	---	---	---	---	---	---	---	---	---

My principle business activity is _____

I claim an exemption for the following reason (Check applicable box or boxes):

PURCHASE FOR RESALE

Purchase of tangible personal property or taxable services for resale or for use in performing taxable services where such property becomes a component part of the property upon which the services are performed and will be actually transferred to the purchaser. WV Code § 11-15-9(a)(9)

PURCHASE BY AN EXEMPT COMMERCIAL AGRICULTURAL PRODUCER

- A. Purchase of tangible personal property or taxable services for use or consumption in the commercial production of an agricultural product. But not purchases for the construction of, or permanent improvement to real property or purchases of gasoline or fuel. WV Code § 11-15-9(a)(8)
- B. Purchase of propane for use in poultry houses for heating purposes. WV Code § 11-15-9(a)(18)

TAX EXEMPT ORGANIZATIONS

- A. GOVERNMENT - Purchases by governmental agencies and institutions of (1) the United States; (2) this State (including its local governments); and (3) any other State (and its local governments) which provides this same exemption to this State. Such purchases by government employees are not exempt unless they are on government business and are billed to and paid for directly by the government. Private persons doing business with government may not claim this exemption. WV Code § 11-15-9(a)(3)
- B. CERTAIN NONPROFIT ORGANIZATIONS - Purchases by a corporation or organization which has a current registration certificate and which is exempt from federal income taxes under section § 501(c)(3) or (c)(4) of the Internal Revenue Code. These organizations must meet all of the requirements set forth in WV Code § 11-15-9(a)(6). For information concerning these requirements refer to publication TSD-320.
- C. SCHOOLS - Purchases by a school with its principal campus in this State which is approved by the State of West Virginia to award degrees and which is exempt from federal and state income taxes under section § 501(c)(3) of the Internal Revenue Code. WV Code § 11-15-9(a)(15)
- D. CHURCHES - Purchases of services, equipment, supplies, food for meals and materials directly used or consumed by churches which make no charge whatsoever for the services they render. The purchase must be paid for directly out of the church treasury. WV Code § 11-15-9(a)(5)

PURCHASES OF CERTAIN SPECIFIC SERVICES AND TANGIBLE PERSONAL PROPERTY

- A. Purchases of electronic data processing services and related software but not data processing equipment, materials and supplies. WV Code § 11-15-9(a)(21)
- B. Purchases of services by one corporation, partnership or limited liability company from another corporation, partnership or limited liability company but only when the entities are members of the same controlled group or related taxpayers as defined in Section 267 of the Internal Revenue Code. WV Code § 11-15-9(a)(23)
- C. Purchases of computer hardware and software directly incorporated into manufactured products; certain leases; electronic data processing service; computer hardware and software directly used in communication; educational software; internet advertising; high technology business services directly used in fulfillment of a government contract. WV Code § 11-15-9h
- D. Purchases of motion picture films, coin-operated video arcade machines and other video arcade games for any use upon which there will be a charge subject to sales tax. WV Code § 11-15-9(a)(32)
- E. Purchases by a licensed carrier of persons or property, or by a government entity, of aircraft repair, remodeling and maintenance services for an aircraft, engine or other component part of an aircraft, or purchases of tangible personal property that is permanently affixed as a component part of an aircraft as part of the repair, remodeling or maintenance of aircraft, aircraft engines or aircraft component parts, and purchases by a licensed carrier of persons or property, or by a government entity, of machinery, tools or equipment, directly used or consumed exclusively in the repair, remodeling or maintenance of aircraft, aircraft engines or aircraft component parts. WV Code § 11-15-9(a)(33)

REVERSE SIDE OF EXEMPTION CERTIFICATE MUST BE COMPLETED TO BE CONSIDERED VALID

ANNUAL FINANCIAL REPORT 2021-2022

SCHOOL Fairmont Senior High School

Booster Group Polar Bear Swim Boosters

Reconciled Beginning Balance as of July 1, 2021	<u>\$3,348.83</u>	
Total Annual Income	<u>\$5,222.76</u>	ADD
Total Annual Expenses	<u>\$6,915.13</u>	SUBTRACT
Reconciled Ending Balance as of June 30, 2022	<u>\$1,656.46</u>	

Booster President Signature Cynthia D. Bennington Date 10/5/22

*Prepared with documents provided by treasurer, Vickie Ramsey, who resigned in July secondary to health issues.

Booster Treasurer Signature Sara M. Reither Date 10/7/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2021

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

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

PRODUCER Dick Moore Agency 613 Fairmont Ave Fairmont, WV 26554	CONTACT NAME: Rodney S. Stewart
	PHONE (A/C, No., Ext): 304-363-5400 FAX (A/C, No.): 304-363-4216
	E-MAIL ADDRESS: rodney@dickmooreagency.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Fireman's Fund Insurance Company 21873
	INSURER B : Nationwide Life Insurance Company 66869
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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. SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	XPK80998373 NANPO0050501	3/2/2021	3/2/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors and Officers		NPODO0057198	3/2/2021	3/2/2022	\$1,000,000
A	Sexual Misconduct Liability		NANPO0050501	3/2/2021	3/2/2022	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)
Additional Insured: / Sexual Misconduct Liability included. Event Description: Boosters Start Date: 3/2/2021 End Date: 3/2/2022

CERTIFICATE HOLDER Marion County BOE 1516 Mary Lou Retton Dr Fairmont, WV 26554	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Robert V. Nuccio

Mrs. Haught, please place on the agenda for approval over with. K. L. C.

Marion County Board of Education
Field Trip Request Form

Overnight

16-23

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.

78HS 10/10/22 N. JAMES NO
 School Date Submitted Sponsor Sub Needed

V cheer 12/09/2022 D. HARWAY N/D
 Group Date of Trip N. Chaperson Sub Needed

14 Huntington, WV
 Number to be transported Destination

WSSAC compete @ cheer states
 Purpose of activity

1 \$100.00 p/p BOOSTERS
 Number of School Days Lost Approximate Cost Source of Funding

Transportation Information

Time bus to be loaded 8:30 Friday, 12/09 am/pm Approximate time to return 7:00 Saturday, 12/10 am/pm

Type of Transportation Private Auto Commercial Carrier List Carrier

Marion County School Bus Number _____ Driver _____

Is School to pay driver? Yes No Need driver Friday & Saturday

Approval (granted / denied) Principal _____ Date 10/20/22
 Approval (granted / denied) County Office [Signature] Date 10/25/2022
 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

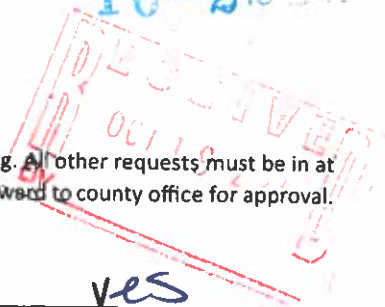
tb/2017 White - Accounting Yellow - Transportation Office Pink - Driver Gold - Driver

*2012 - Haight,
Please place on
the agenda of the board
of school.
2-1/2 hr 12/12/2022*

overnight

10-28

Marion County Board of Education Field Trip Request Form



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

E F H S 10/18/22 Logan Bowman yes
School Date Submitted Sponsor(s) Sub Needed

wrestling 3/2 - 3/4 see attached list
Group Date of Trip Chaperone(s) Sub Needed

25 Huntington
Number to be transported Destination

State Wrestling tournament
Purpose of activity

2 500 boosters/school
Number of School Days Lost Approximate Cost Source of Funding

Transportation Information

Time bus to be loaded 8 am / pm Approximate time to return 10 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 10/18/22
Approval (granted) / denied) County Office [Signature] Date 10/18/2022
Approval (granted) / denied) Transportation _____ Date _____

**Overnight stay - Please place on board agenda*

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

*2nd. Review,
to be placed on the
agenda for board
approval. Thank you.
C. Z. [Signature]*

RECEIVED 10-26-22
10:26 AM

Marion County Board of Education
(please submit one field trip form per bus needed)

Please follow the instructions in the Administrative Manual Section 2.115. All field trips requiring Board approval must be submitted at least two weeks before the regular Board meeting. All other requests must be in one week prior to the trip. All completed copies are to be submitted to the principal who will sign and forward to the county office for application.

EFHS School Varsity/JV Boys Basketball
Varsity/JV Boys Basketball Date Submitted 9/1/22
20 Date of Trip 12/16+17/22 Sponsor TY ASTER/NO Sub Needed YES
20 Chaperone(s) CARTER DEVALLIT Sub Needed NO
 Total number to be transported 20 Destination RIVERSIDE H.S. / SOUTH CHARLESTON - WV STATE UNIVERSITY
 Purpose/description of activity VARSITY BASKETBALL GAMES (2) OVERNIGHT TRIP
 Number of school days lost 1/2
 Approximate cost of trip \$500 Source of funding boosters

Transportation Information

Time bus to be loaded 11:00 12/16 am/pm Approximate time to return 12:00 12/17 am/pm
 Type of Transportation Private auto (medical insurance must be provided)
 Commercial carrier Please list carrier _____
 Marion County School Bus# _____ Driver _____
 Is school to pay the driver? Yes No

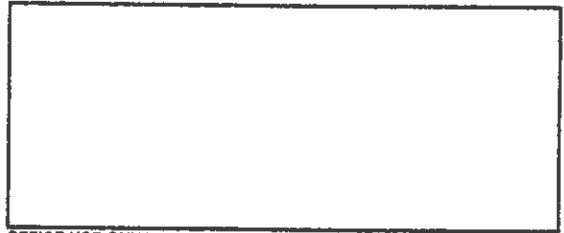
**Please place on board agenda - overnight stay*

Approval (granted) Principal [Signature] Date 10/26/22
 Approval (granted) Asst. Superintendent [Signature] Date 10/26/2022
 Approval (granted/denied) Director of Transportation _____ Date _____

Driver's Trip Report

Bus # _____ Bus Capacity _____ Total Number Transported _____
 Destination _____ Date of Trip _____ Day of Week _____

Times:
 Pre-trip _____ am/pm
 Bus available to load students _____ am/pm
 Departure on trip _____ am/pm
 Bus returned from trip _____ am/pm
 Completion of bus cleanup _____ am/pm



OFFICE USE ONLY

Sponsor/Chaperone (signature verifies loading, departure, and return times) _____ Driver's Signature _____

*2nd thought
Please place on the agenda for board approval.
C. J. [unclear]*

Marion County Board of Education Field Trip Request Form

16-231
OCT 19 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.

EFHS 10/18/22 Logan Bowman yes
 School Date Submitted Sponsor(s) Sub Needed

Wrestling 2/17 - 2/18 _____
 Group Date of Trip Chaperone(s) Sub Needed

25 Fairmont Sr Field House
 Number to be transported Destination

Purpose of activity Regionals

Number of School Days Lost 1 Approximate Cost _____ Source of Funding _____

Transportation Information

Time bus to be loaded 7 am/pm Approximate time to return 5 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 10/18/22
 Approval granted / denied) County Office [Signature] Date 10/19/22
 Approval _____ Transportation _____ Date _____

Driver's Trip Report

Bus Number _____ Bus Capacity _____ Total Number Transported _____

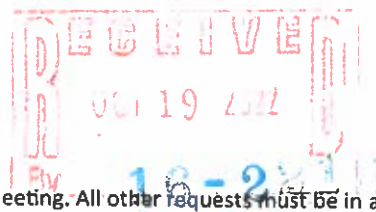
Destination _____ Date of Trip _____ Day of Week _____

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

2012-2013, To be placed on the agenda for board approval. That you. C. J. [Signature]

Marion County Board of Education Field Trip Request Form



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

EFHS 10/18/22 Logan Bowman yes
 School Date Submitted Sponsor(s) Sub Needed

Wrestling 2/10-2/11 _____ _____
 Group Date of Trip Chaperone(s) Sub Needed

25 Bridgeport
 Number to be transported Destination

Purpose of activity Big X

Number of School Days Lost 1 Approximate Cost — Source of Funding —

Transportation Information

Time bus to be loaded 8 am / pm Approximate time to return 5 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 10/18/22
 Approval (granted) / denied) County Office [Signature] Date 10/19/2022
 Approval (granted) / denied) Transportation _____ Date _____

Driver's Trip Report

Bus Number _____ Bus Capacity _____ Total Number Transported _____

Destination _____ Date of Trip _____ Day of Week _____

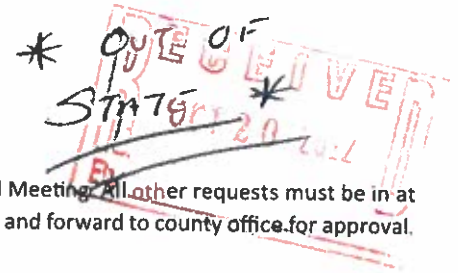
Times: Day One Day Two

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

2010. Houghton,
 No. place on the
 board agenda for
 approval. C. V. [unclear]
 overnight 10/20/2022

Marion County Board of Education
 Field Trip Request Form



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

EFHS 10-13-22 16-221

School Date Submitted Sponsor(s) Sub Needed
 GIRLS BASKETBALL 11-26-22 JAMES BECKMAN, JULIE BOWMAN
 Group Date of Trip Chaperone(s) Sub Needed
 25 WALKERSVILLE HIGH SCHOOL, MI)
 Number to be transported Destination
 Purpose of activity BASKETBALL SKIIMMAGE
 Number of School Days Lost 0 Approximate Cost \$325 Source of Funding SCHOOL

Transportation Information

Time bus to be loaded 7:30 am/pm Approximate time to return 9:00 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 10/19/22
 Approval (granted / denied) County Office [Signature] Date 10/20/2022
 Approval (granted / denied) Transportation _____ Date _____

*Out of State - please place on Board Agenda

Driver's Trip Report

Bus Number _____ Bus Capacity _____ Total Number Transported _____

Destination _____ Date of Trip _____ Day of Week _____

Times: Day One Day Two

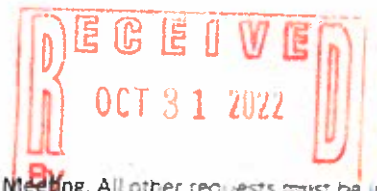
Pre-Trip	_____ am / pm	_____ am / pm
Bus available to load	_____ am / pm	_____ am / pm
Departure Time	_____ am / pm	_____ am / pm
Return Time	_____ am / pm	_____ am / pm
Completion of bus cleanup	_____ am / pm	_____ am / pm

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

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

*Notes:
to be placed on
the agenda for board
approval. Shelby*

Marion County Board of Education Field Trip Request Form



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

10-20-22

School EFHS Date Submitted 10/31/22 Sponsor(s) Shane Eakle Sub Needed NO

Group Football Date of Trip TBA Sponsor(s) mike Sarsfield Phil Wright Sub Needed NO

50 TBA Sponsor(s) Carter Daulton Ben Callaway Aden Shuss Sub Needed NO

Will Sarsfield Josh Kisher

Number to be transported _____ Destination _____

Purpose of activity Play off game

Number of School Days Lost 0 Approximate Cost 2000 Source of Funding boosters/school

Transportation Information

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

Type of Transportation Private Auto Commercial Carrier Marion County School Bus

List Carrier Budget Number _____ Driver _____

Is School to pay driver? Yes No

Approval (granted) denied) Principal [Signature] Date 10/31/22

Approval (granted) denied) County Office [Signature] Date 10/31/2022

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

*2nd. Haggis,
To be placed on the
agenda for board
approval (overnight)
C. Haggis
11/25/22*

10-2310

Marion County Board of Education
Field Trip Request Form

RECEIVED
NOV 01 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.

NMHS School 10/25 Date Submitted Jamie Knight & Karilyn Knight Sponsor(s) NO Sub Needed

Robotics Group 11/11-12/22 Date of Trip N/A Chaperone(s) N/A Sub Needed

10 Number to be transported Parkersburg High School Destination

Purpose of activity Vex Qualifier Event

Number of School Days Lost 0 Approximate Cost 1,100 Source of Funding Robotics/School

Transportation Information

Time bus to be loaded 1:00 am pm Approximate time to return 7:00 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 Jared F. Mills Date 10-24-2022

Approval (granted / denied) County Office Christa A. Haggis Date 11/1/2022

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 _____

16-221



STATE OF WEST VIRGINIA
OFFICE OF THE ADJUTANT GENERAL
1703 COONSKIN DRIVE
CHARLESTON, WEST VIRGINIA 25311-1085

William E. Crane
Major General, WVNG
The Adjutant General

(304) 561-6317
DSN: 623-6317
FAX (304) 561-6327

INVOICE

October 12, 2022

Marion County Schools
Attn: Scott Reider
1516 Mary Lou Retton Drive
Fairmont WV 26554

Title 126, Legislative Rule, Board of Education
Series 38. Public School Support for the Mountaineer Challenge Academy (2446)
Tuition Amount Due to Mountaineer Challenge Academy South

MCA South September 2022 Graduating Class
Number of MCA Graduates Receiving HS Diplomas – 3
2021-2022 MCA Tuition Rate Per Pupil - \$3,543.80

Total Amount Due - \$10,631.4

Please make check or money order payable to West Virginia Adjutant General and remit to the following address:

WV Adjutant General
Attention: Torrie Williams
1703 Coonskin Drive
Charleston WV 25311

Payment is due within 30 days from receipt of this invoice.

KELLER.ANNE.
L.1393621725

Digitally signed by
KELLER.ANNE.L.1393621725
Date: 2022.10.21 15:53:58
-04'00'

Oct 10 22 05:37p

p.1

7510 F1/page 1 of 3

**MARION COUNTY BOARD OF EDUCATION
FACILITY USE/RENTAL AGREEMENT**

16-20

This agreement dated the 10th day of October, 2022, by and between the Marion County Board of Education (hereafter known as MCBOE) and the Marion County Youth Basketball (hereafter known as Organization).

WHEREAS, the Marion County Board of Education is the owner and manager of a certain facility known as Gymnasium NMHS

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

- I. Organization Name Marion County Youth Basketball dba
Marion Co. 5th/6th Bball
- II. Contact Name Brent Bird
- III. Address 109 Glenwood St, Fairmont, WV 26554
- IV. Phone Number 304-367-1430 cell 304-282-8804
- V. The MCBOE covenants and agrees that it shall, from Oct. 29th 9:00am-6 Feb 19 9:00am-6 through 9:00am-6pm make available to the _____ for the purpose of _____.
- VI. Is the planned activity a non-profit making venture? yes

Criteria 490P Attorney Gen 14 (1951) 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.

Oct 10 22 05:42p

p 2

7510 F1/page 3 of 3

XIV MCBOE shall inspect Gymnasium 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 _____ until the _____ day of _____; 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.

Brent Bird

Representative of Organization

10/10/2022

Date

Krish N. Reddy

Principal or Designee

10/19/22

Date

[Signature]

Administrative Assistant of Maintenance, Facilities and Athletics

10-24-22

Date

Superintendent

Date

Board President

Date

- 8/26/06
- 2/23/15
- 9/12/21
- 11/30/21
- 3/3/22
- 07/28/22

Oct 10 22.05:42p

p.4

AGENCY CUSTOMER ID:
LOC #

Page 1 of 1

ACORD_{TM}

ADDITIONAL REMARKS SCHEDULE

AGENCY K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		NAMED INSURED Marion County Youth Basketball OBA: Marion County 4th/5th/6th Grades	
POLICY NUMBER 6BRPG0000007482900		EFFECTIVE DATE: 11/06/2021	
CARRIER Nationwide Mutual Insurance Company	NAIC CODE 23787		
ADDITIONAL REMARKS THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM. FORM NUMBER: 25 FORM TITLE Certificate of Liability Insurance			

Sport(s): Cheerleading - Youth
 Limited Coverage for "Brain Injury" endorsement applies. Brain Injury Limit: \$1,000,000 occurrence/\$1,000,000 aggregate; Brain Injury Loss Adjustment Expense Limit: \$1,000,000 occurrence/\$1,000,000 aggregate. "Brain Injury" means concussion, chronic traumatic encephalopathy, or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting therefrom but only if such injury occurs as a result of specific events occurring during the policy period

Insurance will be renewed on November 6, 2022 to be in place for one year until November 6, 2023. When new policy comes out I will have one sent to North Marion.

Brent Bird
 10-10-2022

MARION COUNTY BOARD OF EDUCATION
FACILITY USE/RENTAL AGREEMENT

16-2231

This agreement dated the 19th day of Oct., 2022, by and between the Marion County Board of Education (hereafter known as MCBOE) and the White Hall 4th Grade Basketball Team (hereafter known as Organization).
Marion County Youth Basketball

WHEREAS, the Marion County Board of Education is the owner and manager of a certain facility known as White Hall Elementary School Gym.

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

- I. Organization Name White Hall 4th Grade Basketball Team playing for Marion County Youth Basketball
- II. Contact Name Drew Hannah
- III. Address 83 Pepperbush Ln White Hall, WV 26554
- IV. Phone Number 304-376-4486
- V. The MCBOE covenants and agrees that it shall, from Nov 1, 2022 through April 1, 2023, make available to the Marion County Youth Basketball the White Hall Elementary School Gym for the purpose of MC Youth Basketball. 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 94-3483915 (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 White Hall Elem Gym as provided for herein shall be coordinated with and through the Organization, and said schedule will be provided to THE Administrative Assistant of Maintenance, Facilities, and Athletics.

IX Organization agrees to a facility use fee of \$ waived per NA in addition to a \$ NA custodial fee per NA. (Additional fees may apply depending on facility) \$ waived 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: K&K Insurance Group, Inc.

Policy Number LB R P G 000007482900

.....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 White Hall Elem Gym + Bathroom for 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 Nov. 1, 2022 until the April 1, 2023 day of end of April 1, 2023. 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.

Drew D. Hannah
Representative of Organization

10/19/22
Date

Ken Murray
Principal or Designee

10/19/22
Date

Andy Nektand
Administrative Assistant of Maintenance, Facilities and Athletics

10-24-22
Date

Superintendent

Date

Board President

Date

- 8/26/08
- 2/23/15
- 8/12/21
- 11/30/21
- 3/3/22
- 07/28/22



West

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2021

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

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

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting
	PHONE (A/C, No, Ext): 1-800-426-2889 FAX (A/C, No): 1-260-459-5105 E-MAIL ADDRESS: info@sportsinsurance-kk.com PRODUCER CUSTOMER ID:
INSURED Marion County Youth Basketball DBA: Marion County 4th/5th/6th Grades 109 Glenwood St Fairmont, WV 26554 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE
	INSURER A: Nationwide Mutual Insurance Company HAIC # 23787
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: W02048353 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		68RPG000007482900	11/06/2021 12:01 AM EDT	11/06/2022 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NOT PROVIDED WHILE IN HAWAII <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			68RPG000007482900	11/06/2021 12:01 AM EDT	11/06/2022 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If Yes describe and DESCRIPTION OF OPERATIONS below:	N/A					PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			68RPG000007482900	11/06/2021 12:01 AM EDT	11/06/2022 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$100,000

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

CERTIFICATE HOLDER Marion County BOE 1516 Mary Lou Retton Dr Fairmont, WV 26554 (Owner/Lessor of Premises)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Coverage is only extended to U.S. events and activities.
**NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

AGENCY CUSTOMER ID:
LOC #

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		NAMED INSURED Marion County Youth Basketball DBA: Marion County 4th/5th/6th Grades
POLICY NUMBER 68RPG000007482900		
CARRIER Nationwide Mutual Insurance Company	NAIC CODE 23787	EFFECTIVE DATE: 11/06/2021

ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.		
FORM NUMBER: 25	FORM TITLE	Certificate of Liability Insurance

Sport(s): Cheerleading - Youth
Limited Coverage for "Brain Injury" endorsement applies. Brain Injury Limit: \$1,000,000 occurrence/\$1,000,000 aggregate. Brain Injury Loss Adjustment Expense Limit: \$1,000,000 occurrence/\$1,000,000 aggregate. "Brain Injury" means concussion, chronic traumatic encephalopathy, or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting therefrom but only if such injury occurs as a result of specific events occurring during the policy period.

Form **W-9**

(Rev. October 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Go to 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.
Marion County Youth Basketball

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.
107 Glenwood St.

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

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			
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or

Employer identification number

9	4	-	3	4	8	3	9	1	5
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer certification 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 (as 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 ▶

Date ▶

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT, interest earned or paid

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

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

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

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

DEPARTMENT OF THE TREASURY

Date: **AUG 16 2018**

MARION COUNTY YOUTH BASKETBALL 12U
109 GLENWOOD ST
FAIRMONT, WV 26554-0000

Employer Identification Number:
94-3483915
DLN:
26053618007338
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
August 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
January 15, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

Our records show you were previously tax exempt as a subordinate under group exemption number 1155. Because you applied for and were granted your own individual tax-exempt status, you no longer rely on your affiliation with a parent organization for recognition of your tax exemption and you'll be listed individually in the Exempt Organizations Select Check (Pub. 78 data).

If, in the future, you choose to become a subordinate under a group ruling, you'll lose your individual recognition of tax-exempt status and you'll no longer appear in the Exempt Organizations Select Check (Pub. 78 data). Moreover, if you become a subordinate under a group ruling and your parent organization loses its tax-exempt status, you also will lose your exempt

Letter 947

