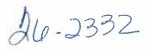
Marion County Board of Education Field Trip Request Form



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

| EFHS | 1/20/23 | Michael Car | onto Yes |
|----------------------------------|--|---|---------------------------------|
| School | Date Submitted | Sponsor(s) | Sub Needed |
| Choir | 3/2-3/4/23 | Mallory Haddix | N() |
| Group | Date of Trip | Chaperone(s) | Sub Needed |
| up to 6 Number to be transported | Charleston, | Destination | |
| • | | 5 | _ |
| Purpose of activity WV | All State Chorus | - / WVMEA CO | nterence |
| Number of School Days Lost _ | 2 Approximat | te Cost 900 .00 | Source of Funding Bootles |
| | | Televis and the second of the | |
| - K-= | Transportat | ion Information | CASE COMMON PARTY AND PROPERTY. |
| Time bus to be loaded | 7:30 (am) pm | Approximate time t | o return <u>5:00</u> am pm |
| Type of Transportation | Private Auto | | |
| | Commercial Car | | |
| | Marion County | School Bus Number | Driver |
| Is School to pay driver? | Yes No | , | |
| | MIN | Din | 1124/12 |
| Approval granted / denied | • | Date | |
| Approval (granted / denied | • | Date | |
| Approval (granted / denied | The state of the s | Date | |
| overnight tra | o-Please plu | le on hourd | agenda |
| | Driver's | Trip Report | |
| | 511761 3 | The report | |
| Bus Number | Bus Capacity | Т | otal Number Transported |
| Destination | Date | e of Trip Da | ay of Week |
| Times: | | ☐ Day Two | |
| Pre-Trip | | am / pm | |
| Bus available to load | | am / pm | |
| Departure Time Return Time | | am / pm am / pm | |
| Completion of bus cle | - | am / pm | W. |
| • | | | |
| Spanner/Changes (Man | the all times and the same | von Ciamphuso | Patienes Evol |
| Sponsor/Chaperone (Ver | rify all times) Driv | er Signature | Mileage Fuel |

Yellow - Transportation Office

Pink - Driver

Gold - Driver

tb/2017

White - Accounting

WV All State Chorus Schedule - March 2-4, 2023 - Charleston, WV

Thursday, March 2

8:00 am - Depart EFHS

10:30 am - Arrive at Charleston Civic Center, Register and eat lunch

1:00 pm-4:00pm - Rehearsal

4:45 pm-6:15pm - Dinner

6:15 pm-9:00pm - Rehearsal

9:30 pm - Go to the hotel

Friday, March 3

8:00 am-12:00 am - Rehearsal

12:00 pm-1:30 pm - Lunch

1:30 pm-5:30 pm - Rehearsal

5:30 pm - Dinner

8:00 pm - Return to hotel

Saturday, March 4

9:45 am - Dress Rehearsal at Clay Center

12:00 pm - Lunch

2:00 pm - Concert at Clay Center

3:00 pm - Return back to Fairmont

31-2361

OFFICIAL MINUTES Marion County Board of Education Special Session Thursday, February 16, 2023 CENTRAL OFFICE

1:00 pm

The meeting was held in the Central Office Conference Room and streamed on our webpage at Marionboe.com.

The Marion County Board of Education met in a Special Session on Thursday, February 16, 2023 at 1:00 pm.

Vice-President Mr. Dragich called the meeting to order at 1:00 pm

MEMBERS PRESENT: Mr. Boyles, Mrs. Costello (BY PHONE), Mr. Dragich, Mr.

Pellegrin, Rev. Saunders (BY PHONE) and Superintendent Dr. Heston

27-1000 SAFETY UPDATES/DISCUSSION

Jimmy Riffle, Sheriff
Chris McIntyre, Executive Director of Homeland Security

27-9000 FUTURE MEETINGS

| DATE | | PURPOSE | TIME | PLACE |
|--------|-----|----------------------------|---------|----------------|
| Feb 20 | Mon | Special Session (Calendar) | 5:30 pm | Central Office |
| Feb 20 | Mon | Regular Session | 6:00 pm | Central Office |
| Mar 6 | Mon | Regular Session | 6:00 pm | Central Office |
| Mar 7 | Tue | Special Session | 1:00 pm | Central Office |
| Mar 20 | Mon | Regular Session | 6:00 pm | Central Office |
| Apr 3 | Mon | Regular Session | 6:00 pm | Central Office |
| Apr 17 | Mon | Regular Session | 6:00 pm | Central Office |

ADJOURNED

Mr. Pellegrin made a motion, seconded by Mr. Boyles to adjourn at 2:04 pm.

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

Mrs. Donna Costello, President

Dr. Donna Heston, Superintendent/Secretary

Robin Haught, Executive Secretary

OFFICIAL MINUTES
Marion County Board of Education
Special Session
Tuesday, February 28, 2023
CENTRAL OFFICE
1:00 pm

The meeting was held in the Central Office Conference Room.

The Marion County Board of Education met in a Special Session on Tuesday, February 28, 2023 at 1:00 pm.

President Mrs. Costello called the meeting to order at 1:31 pm

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

30-7000 EXPULSION HEARING

Mr. Pellegrin made a motion, seconded by Mr. Boyles to go into executive session at 1:34.

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

Mr. Pellegrin made a motion, seconded by Mr. Boyles to return to regular session at 1:48.

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

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

7041 STUDENT EXPULSION

The Superintendent recommends 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

30-022823

3**5**122362

ADJOURNED

Mr. Pellegrin made a motion, seconded by Mr. Dragich to adjourn at 1:50.

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

Mrs. Donna Costello, President

Dr. Donna Heston, Superintendent/Secretary

Robin Haught, Executive Secretary



MEMORANDUM OF UNDERSTANDING (MOU) 31-2363

Between West Virginia's Family Nutrition Program and

| <u> </u> | Marion County Board of Education | (Name of Partner) |
|----------|------------------------------------|-------------------|
| W = = | Iviation County Board of Education | (Name of Paπne |

Together, the partners mentioned above enter into this MOU to mutually provide nutrition and physical activity programs for low-income families and/or children.

I. Mission

The West Virginia Family Nutrition Program (herein referred to as "FNP") is part of the West Virginia University Extension Service, Families & Health Program Unit. WVU Extension Service educators and volunteers build and help sustain collaborations and partnerships with people and organizations in West Virginia, to improve their lives and communities. FNP provides nutrition, food, and physical activity programs to limited resource families and youth throughout the state.

II. Purpose and Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each partner as they relate to the activities of West Virginia's FNP. This MOU is set forth to define and ensure that the relationship is mutually advantageous and clearly understood.

III. Responsibilities of the WV FNP FNP will:

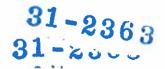
- Deliver nutrition and physical activity programming to low-income families and youth,
- · Create a learning environment that is conducive to positive health behavior change, and
- · Treat partners and their facilities with dignity and respect;
- Agree to maintain confidentiality with any information discussed during SNAP-Ed activities;
- Evaluate nutrition education and physical activity programming to determine program
 effectiveness and feasibility; ensure that the appropriate audience is being reached; and
 validate that needs and expectations are fulfilled by both FNP and program participants

IV. Responsibilities of Partners

Partners will do one or more of the following:

- · Provide space for use by FNP,
- Supply participant referrals to FNP, or
- Contribute other resources to FNP, including but not limited to food, materials, and/or funding.
- Agree to maintain confidentiality with any information discussed during SNAP-Ed activities.
- Allow for the delivery of program evaluation through the use of 24 hour food recalls; pre/post-tests; teacher/parent feedback questionnaires; and staff questionnaires.
- Provide a safe and secure learning environment for participants and staff
- Complete an evaluation of programming at conclusion of program.





V. Terms of Understanding

The term of the MOU is for a period of one (1) year from the effective date of the contract and may be re-established or modified as needed upon written mutual agreement. Any problems encountered with this MOU shall be resolved between the two signing partners below. Should a determination be made regarding noncompliance of any responsibilities outlined in this MOU, or the MOU is no longer serving the best interests of each party, each agency shall have the authority to cancel the agreement with 14 days written notice to the signing party.

VI. Funding

This MOU does not require the transfer of funds between the two parties. Any funding provided to FNP should be for programmatic use. Accounting details and documentation of these funds will be available upon request.

VII. Effective Date and Signature

This MOU shall become effective upon the signatures of the partners. Partners indicate a joint commitment with this MOU by their signatures established on the signing date.

| West Virginia's Family Nutrition Program: | |
|---|------------------------------------|
| HE/NOI Name: Joeline Swann | Date: 02-27-2023 |
| Signature: | |
| Portner | |
| Partner: | |
| Printed Name: Donna Heston | _ _{Title:} Superintendent |
| Signature: | |
| Email Address: donnaheston@k12.wv | v.us |
| Address: 1516 Mary Lou Retton Dri | ve |
| Fairmont, WV 26554 | |
| Phone Number: 304 367-7100 | Date: |

POLAR BEAR LACROSSE BOOSTERS



2022-23 POLAR BEAR LACROSSE BOOSTERS

2/21/2023

Wayne Cochran President, 2022-23 Polar Bear Lacrosse Boosters

Dr Donna Hage Superintendent Marion County BOE 1516 Mary Lou Retton Drive Fairmont, WV 26554

Dear Dr. Hage

On behalf of the Polar Bear Lacrosse Boosters, I am requesting that the Marion County Board of Education grant a waiver on the policy of students participating in lacrosse outside of their representative schools for the 22-23 season. This would allow those students who do not attend Fairmont Senior High school to participate in the program regardless of the high school they attend in Marion County. As you know, no other school in the county offers this sport.

The organization will continue to comply with the other WVSSSAC guidelines set forth for the school.

We thank you for your time and continued support of this program

Wayne Cochran
President,
Polar Bear Lacrosse Boosters

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MEMORANDUM OF UNDERSTANDING

The mission of Effiot P. Schlang DDS, Inc. (dba "Smile West Virginia") is to improve the quality of children's fives by providing preventive, and where appropriate, restorative dental services to children often left without care. With parental/guardian permission, Smile West Virginia can provide a dental exam, cleaning, thuoride treatments, x-rays and scalants, where applicable. In addition, restorative services such as simple fillings, pulpotomies (a root canal on baby teeth), extractions of baby teeth and pulp caps are offered. We generously provide donated care to children-inneed which includes a cleaning, screening and fluoride treatment. No child is ever turned away for lack of resources.

The purpose of this memorandum is to establish an understanding between:

Smile West Virginia

And

MARION COUNTY SCHOOLS

Smile West Virginia agrees:

- At a date to be mutually agreed upon, to provide preventive and restorative dental services, including:
 exams, cleanings, fluoride treatments (including Silver Diamine Fluoride), as well as x-rays and scalants
 where applicable, in addition to simple fillings, pulpotomies on baby teeth, baby teeth extractions and pulp
 caps. Such care shall be offered to the children with parental/guardian consent.
- All children ages 18 months -18 years are eligible.
- Fach site will be served by our ficensed West Virginia dentist(s) and or hygienist(s) and/or dental
 assistants.
- There is no charge to the schools or District.
- When available, Medicaid covers 100% of treatment. Most insurances are accepted. For those without insurance, self-pay options are available.
- When children-in-need without insurance. Public Aid or the ability to self-pay receive grant funding, a
 dental screening, cleaning and fluoride treatment (excluding Silver Diamine Fluoride) will be provided at
 no expense once per school year, with parental signature and completion of our grant form confirming
 eligibility.
- Restorative dental care, including services listed above, is available only to those children with Medicaid.
 CHIP or applicable private insurance coverage.

Phone: 1-888-833-8441 ______ Fax: 1-888-330-4331 _____ web site: www.mobiledentists.com

- In the end, no child is turned away based on his/her ability to pay.
- All children will be given a "report card" for their parents' review. Copies of x-rays are available to the family and dental offices.

District agrees to:

- Distribute Permission Forms to students in the fall and spring semesters of each school year and at other
 times upon request, as well as to collect the Permission Forms from the students in advance of the dental
 visit, and to send the completed Permission Forms to Smile West Virginia as far in advance of the dental
 visit as reasonably possible.
- Communicate directly with parents via electronic medium (i.e. text, email) and/or robo-calls, as well as
 posting to the school/district website and social media pages, to make them aware that the in-school dentist
 is coming to school and provide parents with the online sign-up option, available at
 <u>www.myschooldentist.com</u>
- Provide a space that is a minimum of 14 feet x 14 feet including 2 standard power outlets and access to water, suitable for the staff of Smile West Virginia to set up its "dental office".
- Provide a minimum of 20 children per site to be treated. If minimum is not reached, the visit may be rescheduled or cancelled.

This agreement is non-financial in nature. It shall run for a period of one year .If necessary to fulfill its responsibilities under this agreement, Smile West Virginia may assign this agreement to another dental practice.

Phone: 1-888-833-8441

Title

Fax: 1-888-330-4331

web site: www.mobiledentists.com



COVERAGES

CERTIFICATE OF LIABILITY INSURANCE

1 | 2023

REVISION NUMBER:

DATE (MM DD YYYY) 1 23 2023

111.1111

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 | oction Companies CONTACT 244 W 47th Street, State 900. PHONE (A.C. No. Ed) E-MAIL ADDRESS FAX (A.C. No) Kansas City MO 64112-1906 (\$16) 960-9000 INSURER(S) AFFORDING COVERAGE ketsirielockion.com NAIC # INSURER A: The Travelers Indemnity Company of Connecticut 25052 1509122 - 111101 PAUL SCHI ANG DDS, INC INSURER B. Travelers Property Casualty Company of America. 25674 27 NASHING10NAVE 312 PISURER C. Trisura Specialty Insurance Company 16488 WHITTENG WA 26003. INSURER D PISURER E INSURER F

19272109

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

CERTIFICATE NUMBER:

| SF TR | TYPE OF INSU | RANCE | ADDL | | POLICY NUMBER | POLICY EFF | POLICY EXP (MM DD YYYY) | LIMITS | 5 |
|----------|--|---|------|---|---|------------|----------------------------|--|---|
| \ | COMMERCIAL GENER | | 'n | \ | [*-note] To36[e-] (-1-22 | 4.4.2022 | 4.1.2023 | THESE T IN FEBRUAR | 3 (000,000) 3 (00,000) |
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DESCRIPTION OF OPERATIONS | LOCATIONS | VEHICLES (ACORD 101 Additional Remarks Schedule may be attached a timore space is required)

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| CERTIFICATE HOLDER | CANCELLATION | | |
|--|--|--|--|
| 19272109 MARION COUNTY SCHOOLN 1516 MARY LOT RELITON DRIVE LARMONT WV 26554 | 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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ADVANTAGE TECHNOLOGY — MERAKI SWITCH AND CYBERPOWER UPS INSTALLATION. The Superintendent recommends approval of the bid from Advantage Technology for the installation and 5-year warranty of 29 Meraki Switches and 24 Cyberpower UPS, in the amount of \$205,356.00 FUNDING: E-rate Refund-80% = \$164,764.80 and County \$41.071.20 - OTHER BIDS: NetDiverse - \$367,568.78 & Alpha Technologies - \$271,333.16

FRONTIER – WIDE AREA NETWORK The Superintendent recommends approval of the quote find – 236 V Frontier for the Wide Area Network, for a monthly recurring cost in the amount of \$15,480 monthly recurring cost. (80% E-Rate Reimbursement with a three year contract plus two one year renewals. FUNDING: Technology OTHER BIDS: Light Stream \$14,500 Monthly Recurring Cost plus Light Stream had a One Time Special Construction Cost of \$3,509,202.33

| 5.4 | | | |
|-----|--|--|--|

ATTACHMENT A PURCHASING POLICIES AND PROCEDURES MANUAL FOR LOCAL EDUCATIONAL AGENCIES

WA - 6

AGREEMENT ADDENDUM

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- 1 DISPETES—Year to their expending to arbitration or to the junishment of any cours are hereby deleted. Disputes around out the assection of dull by procupied to the West Virginia Court of Clause.
- To HOLD HARMELSS And provision requires the Agency to including or hold handest any party is hearly defend in its entirety
- 3. GOV I RNING LAW this represent shalf be procedual by the laws of the State of West Virginia. His procedure replaces any references to any other State's procedure. Law
- TAMES Profession in the a resulting the Agency to pay a resonate defend. As a State entry, the Agency is exempt from bodiest, State and be detained and will not pay tages for any Vencion holding individuals not will the Agency talk and an extraction or report on beduit of Vencion.
- PAYMENT An arthresis to preparagan are defeated. Parament will be in greater
- 6 INTEREST And producing for inference of charges on line parameter and effect the Agency fies no common authority to pay inference for factors.
- * NO WAIVER Any favorance milite agreement regioning the Activity was a any tredit, claims or defenses as hereby deleted
- EISCALATAR (1804)86.— Service performed under the agreement may be remained in an exoding level year, for the agreement, confirmed in the long appropriated to the Lore brune of otherwise being available for this service. In the count made in a appropriated or otherwise available for this service, the agreement shall estimate without penalty on large to. After this date, the agreement becomes of the effect and is not out the experience of the effect and is not out the experience of the effect of the experience of the former penalting of the experience of the experience of the effect of the experience of the experience
- STATUTE OF LIMITATIONS Any clauses finating the rung in who follow According brain, and account the Verelot, less or, under dead, or any office panel, and defend.
- 10 SIMILAR SERVICES An open client lumine the Agency's right to obtain smaller services or opinguent in the exent of district or non-unitary during the term of the execution hereby deleted.
- 14 ITTSOR COSTS The Adding teconicies an obligation to pay attorney a feet or costs only when adversed by a court of competent mirrals may App other procured to available of considered quilt and void.
- 13. ASSESSMENT Overally transfer and charge to the content, the Assessment of the content of a first mention of the order of the content of the content
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- 13 RIGHT TO H RMIS VIC.— As a substitute that is terminal the amendment open that a feeder agreement of a National Actions and American American
- 15 ITRADINATION CHARGES Any processor requirements by Agent, a report in all amounts of liquid test datasets, a operational resource of the action for the liquid test by deleted. Her Agent, with only agree to remoderate a test by a factor of control of the Agent, and the processor of the action of the Agent, prior to the control of a remoderate computation.
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- 48 RIGHTTONDITE. An approximation to provide non-obsequipment with our none of heavily defined. However, the Aran value is equipment and to depend on a substantial none.
- 15 ACCELERATION And reference to acceleration of payments of the conditional behalf of performing a finished deleted
- 29 CONTIDENTALES An increase admissional distribution of the Front and conditions of the arresement of healty deleted is time.

your icts are public records under the West Virginia Ercedom of Information Act

- 21 MILNDMENTS—ME invendment's modifications after ations of charges to the agreement shall be in writing and seried by both paintes. No arrendment, inventigation, after ation of a funge user, be made to this addicading without the express, writen approval of the Purchasing Division and the Attorney General.
- 22 DELIVERY All deliverse similar their recinent will be LOB destination unless others as stated in the State's original solution. An comparal lossey terms are bereby delived.

| ACCUPILD BY: STATE OF WEST VIRGINIA | VI NDOR |
|--|----------------------|
| Spending Unit | Advintage Technology |
| Signal | Signed All The |
| Tutz | Into Project Manager |
| Date | Die 2-8-23 |



Attachment A – Purchasing Policies and Procedures Manual for Local Education Agencies Agreement Addendum

31-2367

ATTACHMENT A

PURCHASING POLICIES AND PROCEDURES MANUAL FOR LOCAL EDUCATIONAL AGENCIES

WV-96

AGREEMENT ADDENDUM

Rev. 5/16

In the event of conflict between this addendum and the agreement, this addendum shall control

- DISPUTES Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Crains.
- 2 HOLD HARMLESS Any provision requiring the Agency to indemnify or hold nemiless any party is bereby deleted in its entirety.
- 3 GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4 TAKES -- Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and without pay taxes for any Vendor including individuals, not will the Agency file any tax returns or reports on behalf of Vendor.
- 5 PAYMENT Any reference to prepayment are deloted. Payment will be in an ears.
- b INTEREST ~ Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
- 7 NO WAIVER Any language in the agreement requiring the Agency to waive any rights, claims or defenses in hereby deleted.
- EISCAL YEAR FUNDING Service performed under the agreement may be continued in subseeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Lagislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service the synument shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is not and void. However, the Agency agrees to use its best oftens to have the amounts contumplated under the agreement included in its budget. Non-eppropriation or non-funding shall not be considered an event of default.
- STATUTE OF LIMITATIONS Any clauses I'm ting the time in which the Agency may bring suit against the Vendor, leason, individual, or any other perty are deleted.
- 10 SIMILAR SERVICES Any provisions l'imiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11 FEES OR COSTS The Agency recognizes an obligation to pay attornut's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is inveited and considered rule and void.
- 12 ASSIGNMENT Notwithstanding any clause to the contrary, the Agency Fraenives the right to assign the agreement to another State of West Virginia agency, board or contribution upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13 IMITATION OF MARKETY The Agency, as a State entity, cannot agree to assume the potential fability of a Vendor Accordingly, any provision imiting the Verkion's listellity for direct damages to a pertain collar amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are accopitable in addition, any imitation is real and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14 RIGHT TO TERMINATE Agency shall have true right to terminate the agreement upon thirty (30) divine written notice to Vendor, Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 15 TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages



upon termination of the agreement is hereby deleted. He Agency may only agree to relimburse a Vendor for actual onets incurred or losses austained during the current finial year due to wrongful termination by the Agency prior to the end of any current agreement from

- 16 RENEWAL Any references to automatic received is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17 INSURANCE Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
- 18 RIGHT TO NOTICE + Any provision for representation of equipment without notice is hereby deleted. However, the Agency does recognize a light of repossession with notice.
- 19 ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20 CONFIDENTIALITY Any provision regarding confidentiality of the terms and conditions of the agreement is nereby deleted. State contracts are public records under the West Virginia Friedom of Information Act.
- 24 AMENDAGENTS As amendments, modifications, alterations or changes to the egreement shall be in writing and eigned by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Philiphinality Division and the Attorney General.
- 22 DELIVERY All deliveries under the eigneement well be FO9 destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

| STATE OF WEST VIRGINIA | KENDOR |
|------------------------|--|
| Spanding Unit: | Company Name. Erontional Meat Virginia, Inc. |
| Signed | Signua Muyany |
| Tt Page | Title Disustor, Generalizada es |
| Date. | Date 2/22/2023 |

herein. Payment and acceptance of payment are without prejudice to any rights of the Owner or

Contractor under this contract.

57,108.98

14,747,19 622,516.21

otal approved this

TOTALS

PERIOD FROM: 01/25/2023 - 02/25/202 My Commission Expires 09/14/2026 STATE OF WEST VIRGINAL pages 2 NOTARY PUBLIC knowledge, information and belief the Work has progressed as indicated. The quality of the Work Application and on the Continunation Sheet that are changed to conform to the amount certified.) comprising this application. The Architect certifies to the Owner that to the best of the Architect's in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which Previous Certificates for Payment were issued and and payments received This Certificate is not negotable. The Amount Certified is payable only to the contractor named s in accordance with the Contract Documents and the Contractor is entitled to parment of the Attach explaination if amount certified differs from the amount applied for Initial all figures on CONTRACT DATE: 6/22/2021 PURCHASE ORDER NUMBER: Contract Date: 2/28/23 mation and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, based on on-site observations and the data The undersigned Contractor certifies that to the best of the contractor's knowledge infor-AMOUNT CERTIFIED......\$ 23, 914.83 Page one of 1 APPLICATION NUMBER: from the Owner and that current payment shown herein is now due. Veritas Contracting LLC ARCHITECT'S CERTIFICATE FOR PAYMENT this 2 Tay of February 2023 Jesse L. Avers II Notary Public: (Ath. UN) State of WEST VIVAINIA County of MAYINA Subscribed and swom to before me Notary Public: Coffee ARCHITECT: Omni Assoicates-Architects, Inc **AIA G702** CONTRACTOR: PROJECT: East Dale Elementary School Addition Amount Certified. ARCHITECT 207 Jefferson Street Fairmont, WV 26554 3,576,689.00 565,407.23 4,142,096.23 \$203,911.80 3,874,324.24 3,850,409.41 23,914.83 57,108.98 APPLICATION AND CERTIFICATE FOR PAYMENT w es. W \$203,911.80 267,771.99 CONTRACTOR'S APPLICATION FOR PAYMENT **General Construction Contract** Application is made for payment as shown below in connection with the Contract Continuation Sheet. Form G703 is attached. es. 607,769.02 7. Less Previous Certificates for Payment Balance to finish, including retainage 2. Net change by Change Orders Contract Sum to Date (Line 1+2) 8. Current Payment Due 4. Total completed stored to date 1516 Mary Lou Retton Drive a._5_ % of work completed 6. Total Earned Less Retainage b.__5__% of stored material Total Retainage (Line 5a + 5b) Veritas Contracting LLC (Line 6 from prior Certificate) Marion County Schools 1. Original Contract Sum (columns D+E on G703) Fairmont, WV 26554 Fairmont, WV 26554 (column F on G703) 246 Business Drive CONTRACT FOR: Total changes approved Change order summary CONTRACTOR: (Column G on G703) (Line 3 less line 6) (Line 4 less line 5) previous by owner 5. Retainage:

Veritas Contracting Payment Requisition AIA Document G.703 APPLICATION AND CERTIFICATE FOR PAYMENT, Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

01/25/2023 - 02/25/2023

PERIOD TO: ARCHITECTS' PROJECT NO:

21039-19

APPLICATION NUMBER:

| I RETAINAGE 5% | \$3,842,25 \$10,315.45 \$7,544.65 \$7,544.65 \$1,947.00 \$1,330.00 \$1,330.00 \$1,843.55 \$204.00 \$340.00 \$340.00 \$340.00 \$340.00 \$340.00 \$340.00 \$1,396.10 | \$1,002.30 \$120.50 \$1,129.80 \$1,062.10 \$2,230.00 \$1,253.15 \$4,685.90 \$3,280.40 \$3,280.40 \$3,955.00 \$3,955.00 |
|--|--|--|
| H BALANCE TO FINISH (C-G) | \$0.00 | \$300.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 |
| (2/S) | 99.57% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% | 98.53% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% |
| G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | \$76,645,00 \$206,309.00 \$3,892.00 \$13,654.00 \$39,425.00 \$68,600.00 \$26,600.00 \$16,930.00 \$16,930.00 \$4,080.00 \$6,800.00 \$18,602.00 \$18,602.00 \$41,472.00 \$27,922.00 | \$20,046.00 \$22,10.00 \$21,242.00 \$21,242.00 \$25,063.00 \$25,063.00 \$93,718.00 \$65,608.00 \$13,740.00 \$13,740.00 \$73,171.00 |
| F MATERIALS PRESENTLY STORED (NOT IN D OR E) | | 80.00 80.00 80.00 80.00 80.00 80.00 80.00 80.00 |
| E TED THIS PERIOD | 90 00 00 00 00 00 00 00 00 00 00 00 00 0 | \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 |
| D WORK COMPLETED FROM PREVIOUS THIS APPLICATIONS (D+E) | \$205,409.00 \$150,893.00 \$13,892.00 \$13,892.00 \$13,654.00 \$39,425.00 \$26,600.00 \$26,600.00 \$16,930.00 \$16,930.00 \$4,080.00 \$2,000.00 \$18,602.00 \$41,472.00 \$41,472.00 | \$20,046.00 \$2410.00 \$22,596.00 \$21,242.00 \$44,600.00 \$25,063.00 \$93.718.00 \$65,608.00 \$19,009.00 \$73,740.00 \$77,171.00 |
| C SCHEDULED VALUE | 207,209,00 150,893,00 3,892,00 13,654,00 39,425,00 68,600,00 26,600,00 116,930,00 36,871,00 4,080,00 7,000,00 18,602,00 101,000,00 18,602,00 41,472,00 | 20,346.00 2,410.00 22,596.00 21,242.00 44,600.00 25,063.00 93,718.00 93,718.00 19,009.00 13,740.00 79,100.00 |
| B DESCRIPTION OF WORK SC | 1 Size Supervision Working Formen General Requirement: S 2 Site Supervision Working Formen General Requirement: S 3 Site Supervision Working Formen General Requirement: S 4 Construction Aid, Equipment and Storage 5 Temporary Construction & Safety Fencing 6 Demolition 7 E&S Controls/Survey/Site Demolition 8 Earthwork 9 Fencing 10 Utilities/Santary Sewer and Stormwater 11 Separation Fabric & 6" Aggregate Base 12 Form and Pour Trench Box 13 Landscape - Labor 14 Landscape - Labor 15 Asphalt Paverment and Striping 16 Concrete Curbs - Material 17 Concrete Curbs - Labor 18 Concrete Sidewalks - Material 18 Concrete Sidewalks - Material 19 Concrete Sidewalks - Material 10 Concrete Sidewalks - Material 11 Concrete Sidewalks - Material 12 Concrete Sidewalks - Material 13 Concrete Sidewalks - Material | 19 Concrete Sidewalks - Labor 20 Flag & Light Pole Foundations 21 Building Foundation & Piers - Material 22 Building Foundation & Piers - Labor 23 Slab on Grade - Material 24 Slab on Grade - Labor 25 ICF Walls - Material 26 ICF Walls - Labor 27 Damproofing & Backfill - Material 28 Damproofing & Backfill - Labor 39 Masonry - Material 30 Masonry - Labor 30 Masonry - Labor 30 Masonry - Labor 30 Masonry - Labor |
| A TIEM | 3 Site Sup 4 Construct 5 Tempors 6 Demolth 7 E&S Con 8 Earthwo 9 Fencing 10 Utilities/ 11 Separath 12 Form an 13 Landsca 14 Landsca 15 Asphalt I 16 Concrete 17 Concrete | 19 Cc 20 Fit 22 Bu 23 St 24 St 25 Cc 26 Cc 27 Cc 28 Cc 29 Ma 30 Ma |

| ment Requisition | |
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| Veritas Contracting Payment Requisition | FIGURE COLUMN THE CALL PROPERTY OF THE PROPERT |

| | 2023 | | RETAINAGE | | 5% | 5% | 365 365 | 5% | 5% 5% 57,222.50 53,599.45 | 5% 5% 57,222.50 53,599.45 \$662.35 | 5% 5% 57,222.50 53,599.45 \$662.35 \$692.40 | 5% 5% 57,222.50 53,599.45 \$662.35 \$692.40 \$239.35 | 5% 5% 57,222.50 53,599.45 \$662.35 \$692.40 \$239.35 \$118.30 | 5% 5% 57,222.50 53,599.45 \$662.35 \$692.40 \$239.35 \$118.30 | 5% 5% 57,222.50 53,599.45 \$662.35 \$692.40 \$239.35 \$118.30 \$2,764.35 \$5,011.70 | 5% 57,222.50 53,599.45 \$662.35 \$692.40 \$239.35 \$118.30 \$2,764.35 \$5,011.70 | 5% 57,222.50 53,599.45 \$662.35 \$682.40 \$239.35 \$118.30 \$2,764.35 \$5,011.70 \$3,172.25 \$386.10 | 5% 57,222.50 53,599.45 \$662.35 \$692.40 \$239.35 \$118.30 \$2,764.35 \$5,011.70 \$3,764.35 \$5,011.70 \$1,72.25 \$396.10 \$168.00 | 5% 5% 57,222.50 53,599.45 \$662.35 \$692.40 \$239.35 \$118.30 \$2,764.35 \$5,011.70 \$3,764.35 \$5,011.70 \$1,72.25 \$396.10 \$127.45 | 5% 5% 57,222.50 53,599.45 \$662.35 \$682.40 \$239.35 \$118.30 \$2,764.35 \$5,011.70 \$3,764.35 \$5,011.70 \$1,72.25 \$396.10 \$127.45 \$3127.45 | 5% 57,222.50 53,599.45 \$662.35 \$682.40 \$239.35 \$118.30 \$2,764.35 \$5,011.70 \$1,72.25 \$39.6.10 \$12.25 \$39.01.70 \$127.45 \$127.45 | 5% 57,222.50 53,599.45 \$662.35 \$692.40 \$239.35 \$118.30 \$2,764.35 \$5,011.70 \$1,764.35 \$3,011.70 \$1,76.35 \$1,77.25 \$3,011.70 \$1,70.25 \$1,764.40 | 5% 5% 57,222.50 53,599.45 \$662.35 \$662.40 \$239.35 \$118.30 \$2,764.35 \$5,011.70 \$1,72.25 \$396.10 \$1,600 \$1,72.25 \$396.10 \$1,600 \$1,74.40 \$2,674.40 \$3,779.65 | 5% 5% 57,222.50 53,599.45 \$662.35 \$662.40 \$239.35 \$118.30 \$118.30 \$176.35 \$396.10 \$16.00 \$12.25 \$396.10 \$16.74 \$16.74 \$17.45 \$12.55 \$17.45 \$17.45 \$17.46 \$17 | 5% 5% 57,222.50 53,599.45 \$662.35 \$692.40 \$239.35 \$118.30 \$118.30 \$2,764.35 \$5,011.70 \$8,172.25 \$396.10 \$18.00 \$12.55 \$125.50 \$14.80 \$14.80 \$603.10 | 5% 57,222.50 53,599.45 \$662.35 \$692.40 \$139.35 \$118.30 \$118.30 \$118.30 \$118.30 \$172.25 \$5,011.70 \$1,000 \$ | 5% 5% 57,222.50 53,599.45 \$662.35 \$682.40 \$239.35 \$118.30 \$118.30 \$118.30 \$118.30 \$172.25 \$5,011.70 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$2,000 \$2,000 \$2,000 \$2,000 \$2,000 \$2,000 \$2,000 \$2,000 \$2,000 \$2,000 \$2,000 \$2,000 \$2,000 | 5% 5% 57,222.50 53,599.45 \$662.35 \$682.40 \$239.35 \$118.30 \$2,764.35 \$396.10 \$18.00 \$125.50 \$125.50 \$125.50 \$14.80 \$401.25 \$14.80 \$403.10 \$4,950.00 \$2,922.15 \$1,134.55 | 5% 5% 5% 53,599.45 \$662.35 \$662.35 \$692.40 \$639.45 \$118.30 \$118.30 \$118.30 \$118.30 \$117.25 \$396.10 \$125.50 \$127.45 \$14.80 \$401.25 \$14.80 \$405.00 \$4,950.00 \$2,922.15 \$1,134.55 \$1,134.55 | 5% 5% 5% 57,222.50 53,599.45 5662.35 5692.40 5239.35 5118.30 52,764.35 53.611.70 58,172.25 5396.10 5168.00 5127.45 5401.25 514.80 54,950.00 54,950.00 52,922.15 51,134.55 51,134.55 51,134.55 | 5% 5% 5% 5% 5% 562.35 562.40 5239.35 518.30 518.30 52.76.4.35 55.011.70 58.172.25 53.011.70 58.172.25 53.01.70 51.68.00 51.67.40 51.67.40 52.674.40 52.674.40 53.79.65 51.378.10 54.950.00 54.950.00 54.950.00 56.92.15 51.134.55 51.378.10 | 5% 5% 5% 57,222.50 53,599.45 \$662.35 \$662.35 \$18.30 \$118.30 \$118.30 \$118.30 \$118.30 \$117.25 \$396.10 \$168.00 \$125.50 \$125.50 \$125.50 \$137.45 \$14.80 \$2,922.15 \$1,134.55 | 5% 5% 5% 5% 5% 562.35 562.35 562.35 562.40 5239.35 518.30 52.74.35 53.74.35 53.01.70 58.172.25 53.01.70 58.172.25 53.01.70 58.172.25 53.01.70 58.172.25 53.01.70 58.172.25 53.01.70 51.61.35 51.34.65 51.378.10 51.561.35 51.34.55 51.378.10 51.561.35 51.378.10 51.561.35 51.378.10 51.561.35 | | \$7,222.50 \$3,599.45 \$662.35 \$682.40 \$239.35 \$118.30 \$2,764.35 \$118.30 \$2,764.35 \$5,011.70 \$18.00 \$125.50 \$125.50 \$125.50 \$2,950.00 \$1,4.80 \$2,950.00 \$1,4.80 \$2,950.00 \$1,4.80 \$2,950.00 \$1,4.80 \$1,000.00 \$1, |
|--|---|---|---------------------|-----------|----------------------------|---------|--------------------------------|--------------------------|--|--|--|--|--|--|--|--|--|---|---|--|---|---|---|---|--|--|--|---|---|---|---|--|--|------------------------------------|---|
| 21039-19 | 01/25/2023 - 02/25/2023 | 1 | <u>υ</u> | | (0-0) | | \$0.00 | \$0.00 | 80.00 | \$0.00 | 80.00 | \$0.00 | \$0.00 | \$800.00 | 20 00 | 80.00 | 20.00 | \$0.00 | 80.00 | 20.00 | \$0.00 | \$0.00 | \$0.00 | 20 00 | \$0.00 | 20.00 | \$0.00 | \$1,200,00 | 20.00 | \$1,000.00 | 80.00 | 00 OS | \$1,423 00 | \$0.00 | |
| JMBER: | | | * | (O/C) | | | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100 00% | 99.21% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100 00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 95.83% | 100.00% | 94.56% | 100.00% | 100 00% | 65.49% | 100.00% | |
| APPLICATION NUMBER: | PERIOD TO: ARCHITECTS' PROJECT NO: | ď | TOTAL | COMPLETED | AND STORED | (D+E+F) | \$144,450.00 | \$71,989.00 | \$13.247.00 | \$13,848.00 | \$4,787.00 | \$2,366.00 | \$55,287.00 | \$100,234.00 | \$163,445.00 | \$7,922.00 | \$3,360.00 | \$2,549.00 | \$8,025,00 | \$2,510.00 | \$53,488.00 | \$7,593.00 | \$296.00 | \$12,062.00 | \$99,000,00 | \$58,443.00 | \$22,691.00 | \$27,562,00 | 531,227,00 | \$17,373.00 | \$125,000.00 | \$3,868.00 | \$2,700.00 | \$67,515.00 | 1 1 4 4 4 |
| AP | ARCHITI | u | MATERIALS | PRESENTLY | STORED (NOT IN | D OR E) | 80.00 | 80.00 | \$0.00 | 80.00 | 20.00 | 80.00 | 20.00 | 20.00 | 20.00 | 20.00 | 80.00 | 20.00 | 20.00 | 20.00 | \$0.00 | 80.00 | \$0.00 | \$0.00 | \$0.00 | 20.00 | 80.00 | 20.00 | 80.00 | 20.00 | 20.00 | 20.00 | \$0.00 | 80.00 | |
| isition | | ů | | | THIS PERIOD | | 20.00 | 20.00 | 80.00 | 80.00 | 80.00 | 80.00 | 20.00 | 80.00 | 20.00 | 80.00 | 80.00 | 20.00 | 80.00 | SO 00 | 80.00 | \$2,000.00 | 80.00 | \$9,100.00 | 80.00 | 80.00 | 20.00 | \$1,800,00 | SO 00 | \$1,000 00 | \$8,773.50 | SO.00 | 80.00 | 80.00 | |
| Veritas Contracting Payment Requisition FICATE FOR PAYMENT, | ay apply. | c | WORK COMPLETED | | FROM PREVIOUS APPLICATIONS | (D+E) | \$144,450.00 | \$71,989.00 | \$13,247.00 | \$13,848.00 | \$4,787,00 | \$2,366,00 | \$55,287,00 | \$100,234,00 | \$163,445,00 | \$7,922.00 | \$3,360.00 | \$2,549.00 | \$8,025.00 | \$2,510.00 | \$53,488.00 | \$5,593.00 | \$296.00 | \$2,962.00 | 299,000.00 | \$58,443.00 | \$22,691.00 | \$25,762.00 | \$31,227.00 | \$16,373.00 | \$116,226.50 | \$3,868.00 | \$2,700.00 | \$67,515.00 | |
| itas Contracting Pa | st dollar. or line items m | c | SCHEDULED | VALUE | Œ. | | 144,450.00 | 71,989.00 | 13,247.00 | 13 848 00 | 4,787.00 | 2,366,00 | 55,287.00 | 101,034.00 | 163,445.00 | 7,922 00 | 3,360.00 | 2,549,00 | 8,025.00 | | | 7,593,00 | 296.00 | 12.062.00 | 00'000'66 | 58,443.00 | 22.691.00 | 28,762.00 | 31,227,00 | 18.373.00 | 125,000.00 | 3.868.00 | 4 123 00 | 67,515,00 | 44 44 6 |
| Ver ERTIFIC | he neare: stainage f | | Ø | | | | · · | S | w | S | vs | S | s | S | s | s | s | S | S | s | S | w | W | w | S | S | w | S | S | S | S | s | S | s | t |
| Veritas AIA Document G 703 APPLICATION AND CERTIFICATE | Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply. | œ | DESCRIPTION OF WORK | | | | 31 Structural Steel - Material | Structural Steel - Labor | 33 Ext. Mtl. Studding & Sheathing - Material | 34 Ext. Mtt. Studding & Sheathing - Labor | 35 Rough Carpentry - Matenal | 36 Rough Carpentry - Labor | 37 Framing and Drywall Systems - Material | 39 Framing and Drywall Systems - Labor | 40 Roofing, Flashing and Coping - Material | Canopy, Flashing and Coping - Ventas | 42 Metal Siding and Trim - Material | 43 Metal Siding and Tam - Labor | 44 Ext Door Canopy - Material | Ext Door Canopy - Labor | 46 HM Frames and Doors - Material | 47 HM Frames and Doors - Labor | 48 Door Hardware - Material | 49 Door Hardware - Labor | 50 Alum Doors and Windows | 51 Casework, Tops and Window Sills - Matenal | 52 Casework, Tops and Window Sills - Labor | 53 Painting and Fire Caulking | 54 Acoustical Gnd & Tile - Materia | 55 Acoustical Grid & Tile - Labor | Coverings | 57 Toilet Accessones and Partitions - Matenal | 58 Toilet Accessones and Partitions - Labor | 59 Classroom Furnishings - Matenal | CO Casescom Franchings 1 shor |
| AIA Docum | Contractor: In tabulation Use Columi | ⋖ | TEM | NO NO | | | 31 Structura | 32 Structura | 33 Ext. Mtl. | 34 Ext. Mtl. | 35 Rough C | 36 Rough C | 37 Framing | 39 Framing | 40 Roofing. | 41 Canopy. | 42 Metal Six | 43 Metal Sic | 44 Ext Door | 45 Ext Door | 46 HM Fran | 47 HM Fran | 48 Door Hai | 49 Door Hai | 50 Alum Do | 51 Casewor | 52 Casewor | 53 Painting | 54 Acoustic | 55 Acoustic | 56 Flooring Coverings | 57 Toilet Ac | 58 Toilet Ac | 59 Classroo | SO Cases |

21039-19

APPLICATION NUMBER:

Veritas Contracting Payment Requisition AIA Document G.703 APPLICATION AND CERTIFICATE FOR PAYMENT,

Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

| In tabulations Use Column 1 | formations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply. | neare: nage f | st dollar. or line items | mav apply. | | ARCHI | PERIOD TO: ARCHITECTS' PROJECT NO: | D TO: | 01/25/2023 - 02/25/2023 | 2/25/2023 |
|---------------------------------|---|------------------|-----------------------------|----------------|------------|-------------------|---------------------------------------|---------|-------------------------|------------|
| | 1 | , | ı | • • | | | | | | |
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| ITEM | DESCRIPTION OF WORK | Ö | SCHEDULED | WORK COMPLETED | ETED | MATERIALS | TOTAL | % | BALANCE | RETAINAGE |
| 0 | | | VALUE | | | PRESENTLY | COMPLETED | (O) | TO FINISH | %5 |
| | | | | APPLICATIONS | HIS PERIOD | SIORED (NOT IN | AND STORED TO DATE | | (၁ ပ | |
| | | | | (D+E) | | D OR E) | (D+E+F) | | | |
| 61 Door Signa | 61 Door Signage and Fire Ext. | vs | 3,888.00 | \$3,558.00 | \$0.00 | \$0.00 | \$3,558.00 | 91.51% | \$330.00 | \$177.90 |
| 62 Sprinkler System- Material | rstem- Material | w | 18,392.00 | \$18,392.00 | 80.00 | 80.00 | \$18,392.00 | 100.00% | \$0.00 | \$919.60 |
| 63 Sprinkler System- Labor | rstem- Labor | ы | 17,308,00 | \$17,308.00 | 20.00 | 80,00 | \$17,308,00 | 100.00% | \$0.00 | \$865,40 |
| 64 Electncal - I | Electrical - Mobilization/Demo | S | 12,500,00 | \$12,500.00 | 20.00 | 80.00 | \$12,500,00 | 100.00% | 80.00 | \$625.00 |
| 65 Electrical - L | Electrical - Lighting Material | s | 67,500,00 | \$67,500,00 | 30.00 | \$0.00 | \$67,500,00 | 100,00% | 80.00 | \$3,375.00 |
| | Electrical - Lighting Labor | S | 18,500 00 | \$18,500,00 | SO 00 | SO 00 | \$18,500,00 | 100.00% | \$0.00 | \$925,00 |
| 67 Electncal- P | Electrical- Power Distribution Material | တ | 94,500.00 | \$66,150,00 | 80.00 | SO 00 | \$66,150.00 | 70.00% | \$28,350,00 | 83,307,50 |
| 68 Electncal- P | Electrical- Power Distribution Labor | S | 18,000,00 | \$10,800,00 | 80.00 | 80.00 | \$10,800,00 | %00.09 | \$7,200,00 | \$540.00 |
| 69 Electrical- V | Electrical- Wiring Devices Material | S | 13,000,00 | \$13,000,00 | 80.00 | 80.00 | \$13,000,00 | 100.00% | 20 00 | \$650.00 |
| 70 Electrical- V | Electrical- Wining Devices Labor | s | 25,000,00 | \$25,000.00 | 80.00 | \$0.00 | \$25,000.00 | 100.00% | 20 00 | \$1,250.00 |
| 71 Electrical-HVAC Materials | VAC Materials | S | 12,000.00 | \$12,000.00 | 80.00 | 80.00 | \$12,000.00 | 100.00% | 80 00 | \$600.00 |
| | VAC Labor | S | 12,000.00 | \$12,000.00 | 80.00 | 20 00 | \$12,000.00 | 100.00% | \$0.00 | \$600.00 |
| 73 Electrical- D | Electrical- Data Materials | S | 29,500,00 | \$29,500.00 | \$0.00 | \$0.00 | \$29,500.00 | 100.00% | 80.00 | \$1,475,00 |
| 74 Electrical- Data Labor | lata Labor | S | 5,000.00 | \$5,000.00 | \$0.00 | \$0.00 | \$5,000,00 | 100,00% | 80.00 | \$250.00 |
| 75 Electrical- S | 75 Electrical- Security/Access Materials | s | 23,000.00 | \$23,000.00 | \$0.00 | \$0.00 | \$23,000.00 | 100.00% | \$0.00 | \$1,150.00 |
| 76 Electrical- S | 76 Electrical- Security/Access Labor | S | 2,500.00 | \$2,500,00 | 80.00 | \$0.00 | \$2,500.00 | 100.00% | \$0.00 | \$125.00 |
| 77 Electrical- F | 77 Electrical- Fire Alarm Materials | S | 8,000.00 | \$8,000.00 | 20.00 | \$0.00 | \$8,000.00 | 100.00% | \$0.00 | \$400.00 |
| 78 Electrical: Fire Alarm Labor | ire Alarm Labor | S | 2,000.00 | \$2,000.00 | 80.00 | \$0.00 | \$2,000.00 | 100.00% | \$0.00 | \$100.00 |
| 81 Plumbing- Mobilization | dobuzation | S | 2,400.00 | \$2,400.00 | 80.00 | \$0.00 | \$2,400.00 | 100.00% | \$0.00 | \$120.00 |
| 82 Plumbing- G | 82 Plumbing- General Conditions | S | 2,400.00 | \$2,400.00 | \$0.00 | \$0.00 | \$2,400,00 | 100.00% | 80.00 | \$120.00 |
| 83 Plumbing- E | Plumbing- Exterior Sanitary UG | S | 2,000.00 | \$5,000,00 | 80.00 | \$0.00 | \$5,000.00 | 100.00% | \$0.00 | \$250.00 |
| 84 Plumbing- Ir | 84 Plumbing- Interior Sanitary UG | S | | \$42,000.00 | 80.00 | \$0.00 | \$42,000.00 | 100.00% | 80.00 | \$2,100.00 |
| 85 Plumbing- Ir | 85 Plumbing- Interior Wager AG | S | 54,000,00 | \$54,000,00 | 20.00 | \$0.00 | \$54,000.00 | 100.00% | 80.00 | \$2,700.00 |
| 86 Plumbing- Ir | 86 Plumbing- Interior Sanitary AG | S | 35,000.00 | \$35,000,00 | 80.00 | 80.00 | \$35,000.00 | 100.00% | \$0.00 | \$1,750,00 |
| 87 Plumbing- Gas Line | sas Line | S | 12,000.00 | \$12,000.00 | 80.00 | 80.00 | \$12,000.00 | 100.00% | 80.00 | \$600.00 |
| 88 Plumbing- Fixtures | ixtures | s | 30,000.00 | \$30,000.00 | 80.00 | 80.00 | 830,000,00 | 100.00% | 80.00 | \$1,500.00 |
| 89 Plumbing- Rain Water | ain Water | w | 22,625.00 | \$22,625.00 | 00 0S | \$0.00 | \$22,625.00 | 100.00% | 80 00 | \$1,131,25 |
| 90 HVAC-RTU | 90 HVAC-RTU-1 Roofcurb, Crane | w | 168,900.00 | \$168,900.00 | 80.00 | 20.00 | \$168,900.00 | 100.00% | 80.00 | \$8,445,00 |

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| vertas Contracting Payment Nequisition | AIA Document G.703 APPLICATION AND CERTIFICATE FOR PAYMENT, | d Certification is attached. | in tabulations below, amounts are stated to the nearest dollar. | Use Column I on Contracts where variable retainage for line items may apply. |
|--|---|--|---|--|
| | AIA Document G.703 APPL | Contractor's signed Certification is attached. | In tabulations below, amou | Use Column I on Contracts |

01/25/2023 - 02/25/2023

21039-19

| C D E F SCHEDULED WORK COMPLETED MATERIALS |
|--|
| |
| FROM PREVIOUS THIS PERIOD APPLICATIONS (D+E) |
| 00'00S 00'000'6S 00'000'6S S |
| \$ 58,300.00 \$58,300.00 \$0,00 |
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| \$ 13,003.43 \$13,003.43 \$0.00 |
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| \$ 4,603.97 \$4,603.97 \$0.00 |
| S 11,317.58 \$11,317.58 \$0.00 |
| \$ 28,962.88 \$28,962.88 \$0.00 |
| \$ 94,958.95 \$94,958.95 \$0.00 |
| |

APPLICATION NUMBER:

01/25/2023 - 02/25/2023 21039-19 PERIOD TO: Veritas Contracting Payment Requisition AIA Document G.703 APPLICATION AND CERTIFICATE FOR PAYMENT, Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest doltar.

| Use Column 1 | Use Column I on Contracts where variable retainage for line items may apply. | ainage 1 | for line items | may apply. | | ARCHIT | ARCHITECTS' PROJECT NO: | | 01/23/2023 - 02/23/2023 | 2,202,62,5 |
|----------------|--|---|----------------|-----------------|-------------|-----------|-------------------------|------------|-------------------------|--------------------------|
| ۷ | ω | | O | Ω | w | lŁ. | | | Ξ | _ |
| ITEM | DESCRIPTION OF WORK | S | SCHEDULED | WORK COMPLETED | ETED | MATERIALS | TOTAL | % | BALANCE | RETAINAGE |
| NO | | | VALUE | | | PRESENTLY | COMPLETED | (O/O) | TO FINISH | 2% |
| | | | | FROM PREVIOUS | THIS PERIOD | STORED | AND STORED | | (၅ (၃) | |
| | | | | APPLICATIONS | | NI TON) | TO DATE | | • | |
| | | | | (D+E) | | D OR E) | (D+E+F) | | | |
| 121 Change Orc | 121 Change Order 15 - Additional bathroom wall tile S | S | 14,747,19 | 80.00 | 80.00 | \$0.00 | \$0.00 | %00.0 | \$14,747,19 | 80 00 |
| | | S | • | 80.00 | \$0.00 | \$0.00 | 80.00 | 0.00% | \$0.00 | |
| | | B 61 61 61 61 61 61 61 | | | | 100 | | -25242286: | | |
| | | S | 4,142,095,23 | \$ 4,053,062.54 | \$25,173,50 | \$0.00 | 50.00 \$ 4,078,236.04 | 98.46% | \$63,859,19 | \$63,859,19 \$203,911.80 |

NOTE: THIS SCHEDULE OF VALUES IS SOLEY FOR THE PURPOSE OF CHECKING MONTHLY APPLICATIONS FOR PAYMENT

U.S. Department of Labor

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

| NAME OF CONTRACTOR OR SUE Vertes Contracting, LLC | OR SUBCONTRACTOR | CT0R | | | | | | 3.8 | ADDRESS 246 Busin Farmont V | ADDRESS 246 Business Park Drive Farmont WV 28554 | 2 | | | ii o | | 9.1 | OMB No. Expires | | |
|---|------------------|-------------------------------|----------------------------------|--------------|-----------|------------|--------------|--|--|---|------------|----------|---------------------|-----------------|---------|----------------|------------------------|--|-----------------|
| PAYROLL NO | 唱 | FOR WEEK ENDING 2/4/2023 1 | C ENDING 2/4/2023 12 00:00 AM | ₩ 0 | 13 | | Ť | 12 | PROJECT AND LOC East Date Elementa 57 East Date Rd Felmont WY 26554 | PROJECT AND LOCATION East Date Elementary 57 East Date Rd Felmont WY 26554 | NOT | | | | = E | PROJECT O | PROJECT OR CONTRACT NO | ONTO | |
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| NAME AND ROWDUAL DERTIFYING NAMEER (e.g., LAST FOUR DIGITS OF | NO.OF | | E ESCAPE | 8 | 8 | - | 7 | 9 | - | | | AMOUNT | | FEDERAL WITH | STATE | | | | WAGES |
| SOCIAL SECURITY MAMBER; OF WORKER | TONS | CLASSFICATION | 8 to | | HOURS WOR | | KED EACH DAY |] } | F¥ | HOURS OF | RATE P | CONECT | ş | HOLDING | HOLDING | MEDICARE | OTHER | DEDUCTIONS | PAID FOR WEE |
| Ptr Damien W Brown | ٥ | _ | 0 | H | | | | | (1 | | - | 900.006 | | | | | | | |
| 111 Chesbrut Street Idamay WY 26576 XXX-XXC-5615 | 12 | Statlato | v | y 1 | 10.00 | 0 10.00 | 10.00 | [<u>L</u>] | | 30.00 | 30.00 | 1,200.00 | 74.40 | 151,55 | 56.37 | 17.40 | 2:00 | 301.72 | 898.28 |
| Nr Nathan A Cramer | 0 | 1000 | 0 | | | 30 | 2 | | | | | 232.19 | | | 8 | | Ī | | |
| 16272 Brandonville Pilve Bruceton Mills WV 26525 XXX-XXX-4878 | | Siditabo | v | | | | 10.00 | | | 10.00 | 23.22 | 380.00 | 21.42 | 22.82 | 11.13 | 5.01 | 53.58 | 113.96 | 266.04 |
| Mr Jason A Harvey | 1 | 1000 | 0 | Н | Н | | | - | | | | 719.24 | | | | | | | |
| 515 Tyrone Avery Rd Morgantown WV 26508 | | Sidilabo | S | 'S | 2:00 | 10.00 | 10.00 | ā | | 25.00 | 28.77 | 625.00 | 36.72 | 41.04 | 19.19 | 6.59 | 116.06 | 221.60 | 403,40 |
| Hr Roger D Kennedy Jr | 0 | 1000 | 0 | | j | _ | | | t | 1 | | 246.36 | | | | | | | |
| 152 Mountaineer Village Mongantown WV 26508 XXX-XX-1916 | | Skillabo | v | | | | 10.00 | | | 10.00 | 2.2 | 880.00 | 52.42 | 79,82 | 32.22 | 12.26 | 81.58 | 258.30 | 621.70 |
| Ne Taylor 3 Mack | 0 | 1000 | 0 | _ | | | | | | | | 655.20 | | | | | | | |
| 1076 Stewart Run Road Monganbown WV 26501 XXX-XX-3988 | | Skilabo | s | | 10.00 | 00.00 | 10.00 | 140 | | 30.00 | 21.84 | 1.092.00 | 65.80 | 109.00 | 4.S | 15,39 | 87.38 | 322.10 | 769.90 |
| Ptr Hichael T Watts | 1 | 0001 | 0 | Н | | | | | | 0.00 | | 999.23 | | | | | | | |
| 1105 Morganizown Rd Point Marion PA 15474 XXX:XX:1383 | 3 | Skitlabo | s | 10.00 | | 10.00 | 8.00 | | 1 | 38.00 | 26.30 | 912.00 | S-S3 | 77.07 | 26.44 | 12.75 | 50.80 | 221.59 | 690.41 |
| Totals for Protect East Dale Elementary | | 3 | 175 | 15.00 | 30.00 | 00'00 | 58.00 | | | 143.00 | " <u> </u> | 3,752.22 | | | | 100 | | | |
| | | | i. | | J. | | | | | | • | 5,089.00 | 305.29 | 481.30 | 189.88 | 71.40 | 391.40 | 1.439,27 | 3.649.73 |

While completion of Form WH-347 is optional, it is mandatory for covered contractors performing work on Federally financed or assisted construction contracts to respond to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) and statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) completed statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) completed statement with respect to the wages paid each employee sharing that the purpose Density and particle of functional preventing for of functional Defect, accompanied by a signed "Statement of Completed sharing the proper Density Completed Density and federal contracting agencies receiving the information to determine that employees have received legally required wages and fings benefits.

Public Burden Statement

We stimula that a will take an average of SS minutes to complete this collection, including time for reviewing this burden, is searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ILS. Department of Labor, Room S3502, 200 Constitution Averse. N.W. Washington, D.C. 20210.

Date 2/4/2023

 Jesse L. Avers II (Name of Signatory Party) Accountant (Title) do hereby state: (1) That I pay or supervise the payment of the persons employed by

Veritas Contracting, LLC (Contractor or Subcontractor) on the

East Dale Elementary (Building or Work); that during the payroll period commencing on

1/29/2023 and ending 2/4/2023 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Veritas Contracting, LLC (Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the dassifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic fisted in the above referenced payroll, payments of finge benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

| | | | | | |
|-------------------|------|--|--|--|---------|
| EXPLANATION | | | | | 11 |
| EXCEPTION (CRAFT) | | | | | REMARKS |

| NAME AND STOR | - C. F | |
|--|--------------------------|----------------------|
| יסטויב אינס זוורב | SIGNATURE | |
| Jesse L. Avers II | 1 | 10 |
| Accountant | 22 2 | Jun 1 |
| | | |
| THE WILLFUL FALSFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF | MENTS MAY SUBJECT TH | AF CONTRACTOR OF |
| SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE. | EE SECTION 1001 OF TITLE | E 18 AND SECTION 231 |

6

Attachment: Detail for "Other" Deductions

| NAME OF CONTRACTOR OR Ventas Contracting, LLC | OR SUBCONTRACTOR | ADDRESS 246 Business Park Drive Fairmont WV 26554 | | |
|---|---|--|------------------------------|---------|
| PAYROLL NO | FOR WEEK ENDING 2/4/2023 12 00:00 AM | PROJECT AND LOCATION East Dale Elementary 57 East Dale Rd Farmont WV 26554 | PROJECT OR CONTRACT NO | RACT NO |
| NAME OF WORKER | IDENTIFYING NUMBER | | DEDUCTION | AMOUNT |
| Mr Jason A Harvey | XXX-XX-9341 | | 401K Retirement Plan | 31.25 |
| | | | Child Support - WV | 52 01 |
| | | | VRTSDENTAL SINGLE | 7,79 |
| | | | VRTSHLTH PLN A SINGLE | 22 99 |
| | | | VRTSVISION SINGLE | 2.02 |
| | | | TOTAL | 116.06 |
| Mr Michael T Watts | XXX-XX-1383 | | 401K Retirement Plan | 18.24 |
| | | | VRTSHLTH PLN A E&CHILD | 32.56 |
| | | | TOTAL | 50.80 |
| Mr Nathan A Cramer | XXX-XX-4878 | | 401K Retirement Plan | 19.00 |
| | | | VRTSHLTH PLN A E&CHILD | 32.56 |
| | | | VRTSVISION SINGLE | 2.02 |
| | | | TOTAL | 53,58 |
| Mr Roger D Kennedy Jr | XXX-XX-1916 | | 401K Reurement Plan | 44.00 |
| | | | VRTSHLTH PLN A E&CHILD | 32 56 |
| | | | LIT - Morgantown - Local Tax | 3.00 |
| | | | VRTSVISION SINGLE | 2.02 |
| | | | TOTAL | 81,58 |
| Mr Taytor J Mack | XXX-XX-398B | | 401K Rebrement Plan | 54 60 |
| | | | VRTSDENTAL SINGLE | 7.79 |
| | | | LIT - FAIRMONT LOCAL | 2 00 |
| | | | VRTSHLTH PLN A SINGLE | 22.99 |
| | | | TOTAL | 87.38 |
| Mr Damian W Brown | XXX-XX-5615 | | LIT - FAIRMONT LOCAL | 2.00 |
| | | | TOTAL | 2 00 |

U.S. Department of Labor

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.doi.gov/whd/forms/wh347instr.htm)

PAYROLL

Persons are not required to respond to the collection of information unless it displays a currently vaild OMB control number

| NAME OF CONTRACTOR OR SUB Ventes Contracting, LLC | OR SUBCONTRACTOR | - TOR | | | | : | | 100 | ADDRESS 246 Business Park Onve Fairmont WV 26554 | 18 Park Drov V 26554 | | | | | | | OMB No. Expires: | 1 | ! |
|---|------------------|------------------------------|-----------------------------------|----------|---------------|-------------|-----------------|---------|---|--|----------|------------|------------|--|---------|----------------|------------------------|--|----------|
| PAYROLL NO | | FOR WEEK ENDING 2/11/2023 | K ENDING 2/11/2023 12 00 00 AM | 00 AM | | | | | PROJECT AND LOCATION Ellist Dake Elementary 57 East Dake Rd Farmont WY 26554 | MD LOCAT ismentary s Rd V 26554 | NO | | | | | PROJECT | PROJECT OR CONTRACT NO | ACTINO | |
| のでは、 のでは、 のでは、 のでは、 のでは、 のでは、 のでは、 のでは、 | Ø | (6) | | | (4) | (4) DAY AND | Y AND DATE | SAME DE | BEST 18.0 | (5) (6) | 0 | 375 SUSE | THE STREET | DESCRIPTION OF THE PARTY OF THE | 1(9) | (8) DEDUCTIONS | の変数を対策 | AND SHIPS OF THE PARTY OF THE P | (6) |
| MAME AND MINAMENT DENTIFORMS | Ş | | 97 | Sun | Mon Tue | Wed | | .E | an S | | GROSS | 88 | | | 5000 | | | | |
| MUMBER (e.g., LAST FOUR DIGITS OF SOCIAL RECIBERY MUMBERS OF | N. W. | AGOM | 58 | N) | 7 8 | 0 | 6 | 10 | = | | EARNED | E 0 | | WITH- | 795.68 | | | | WAGES |
| WORKER | TONS | CLASSFICATION | St | 18283 | HOURS W | | DRICED EACH DAY | AY | ₽Ž | HOURS OF PAY | - | 58 | ş | TAX | TAX | MEDICARE | OTHER | DEDUCTIONS | U. |
| Mr Damian W Brown | 0 | 1000 | 0 | | | | | | | _ | 2 | 285.00 | | | | | | | |
| 111 Onestrut Street | | Skillabo | S | _ | <u> </u> | _ | 9.50 | | H | 9.50 | 30.00 | 1,537.50 | 95.33 | 3 225.80 | 78.30 | 22.29 | 2.00 | 423.72 | 1.113.78 |
| Idamay WV 26576 | | | | | _ | | | | | | | | | | | | | | |
| XXX-XXX-5615 | | | | _ | | _ | | | | | _ | | | | | | | | |
| Mr Jason A Harvey | ** | 1000 | 0 | Н | H | | | | | | ~ | 224.81 | H | | | | | | |
| 515 Tyrone Avery Rd | · | Siditabo | s | | | | | 8.00 | Ĺ | 8.00 28 | 28 10 82 | 825.00 | 49.12 | 2 63.84 | 27.74 | 11.49 | 126.06 | 278.25 | 546,75 |
| Morqantown WV 26508 | | | | | | | | | _ | | | | | | | | | | |
| XXX-XX-9341 | | | | | _ | | | | _ | | | | | | | | | | |
| Mr Taylor J Mack | 0 | 1000 | 0 | | | | | 8.00 | | 8.00 32 | 32.53 48 | 480.48 | | | | L | | | |
| 1076 Stewart Run Road | | Skillato | S | | | | 10.00 | | Ī | 10.00 | 22.03 | 1.092.00 | 65.80 | 109.00 | 0 44.53 | 15.39 | 87.38 | 322.10 | 269.90 |
| Morgantown WV 26501 | | | | | | | | | | | | | | | | | | | |
| XXX-XXX-3988 | | | | | | | | | | | _ | | | | | | | | |
| Mr Michael T Watts | 1 | 1000 | 0 | Н | | | | - | | | 21 | 210.55 | | | | L | | | |
| 1105 Morgantown Rd | | Skillabo | N | | _ | | 8.00 | | | 8.00 26 | 26.32 90 | 00.00 | 53.78 | 8 75.66 | 26.08 | 12.58 | 50.56 | 218.66 | 681.34 |
| Point Marion PA 15474 | | | | | | | | | _ | | | | | | | | | | |
| XXX+XXX+1383 | | | | \dashv | | | | | | | | - | | | | | | | |
| Totals for Project East Dale Elementary | | | | _ | | | 27.50 | 16.00 | _ | 43.50 | 1,200.84 | 2 | _ | | | | | | |
| | | | \exists | - | $\frac{1}{2}$ | | | | + | 4 | 4,354.50 | 550 | 264.03 | 3 474,30 | 176.65 | 5 61.75 | 266.00 | 1,242.73 | 3,111.77 |

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the wiges pare each employee during the preceding week." U.S. Department of Labor (DOL) repulsions at 2.9 C.F.R. § 5.54(3)(a) require contractors to submit weekly a copy of all peyrols to the Federal agency construction project, accompanied by a signed "Statement of Complainment of Comp

Public Burden Statement

We salmate that a writake an average of \$5 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintening the data needed, and completing and reviewing the collection, including suggestions for reducing his burden, send them to the Administrator, Wage and How Division, II S. Department of Labor, Room S3502, 200 Constitution Averus, N.W. Washington, D.C. 20210

Date 2/11/2023

- I, <u>Jesse L. Avers II</u> (Name of Signatory Party) <u>Accountant</u> (Title) do hereby state:
- (1) That I pay or supervise the payment of the persons employed by

Veritas Contracting, LLC (Contractor or Subcontractor) on the

East Dale Elementary (Building or Work); that during the payroll period commencing on

2/5/2023 and ending 2/11/2023 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Veritas Contracting, LLC (Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the dassifications set forth therein for each laborer or mechanic conform with the work he performed. (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroil has been paid, as indicated on the payroil, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

| | | , | | | |
|-------------------|--|-------|--|---|---------|
| EXPLANATION | | | | 9 | |
| EXCEPTION (CRAFT) | | | | | REMARKS |

Jesse L. Ayers II
Accountant

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CALL OR CRAINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Attachment: Detail for "Other" Deductions

| NAME OF CONTRACTOR OR SI | OR SUBCONTRACTOR | manage (| NESS | | | |
|--------------------------|--------------------|---|---|------------------------|------------------------|--------|
| Vertias Contracting, LLC | | 245 Fear | 246 Business Pain Dive Farmort WV 26554 | | | |
| PAYROLL NO | 5 | FOR WEEK ENDING | JECT AND LOCATION | 16 | PROJECT OR CONTRACT NO | TNO |
| 78 | | 2/11/2023 12 00 00 AM 5 Feat Feature | East Date Elementary 57 East Date Rd Fermont WV 26554 | | | |
| NAME OF WORKER | IDENTIFYING NUMBER | NUMBER | | DEDUCTION | | AMOUNT |
| Mr Jason A Harvey | XXX-XX-9341 | 41 | | 401K Retirement Plan | | 41.25 |
| | | | | Child Support - WV | | 52.01 |
| | | | | VRTSDENTAL SINGLE | | 7.79 |
| | | | | VRTSHLTH PLN A SINGLE | GLE | 22 99 |
| | | | | VRTSVISION SINGLE | | 2.02 |
| | | | | | TOTAL | 126.06 |
| Mr Michael T Watts | XXX-XX-1383 | 83 | | 401K Retirement Plan | | 18 00 |
| | | | | VRTSHLTH PLN A E&CHILD | HILD | 32.56 |
| | | | | | TOTAL | 50.56 |
| Mr Taylor J Mack | XXX-XX-3988 | 88 | | 401K Retirement Plan | | 54.60 |
| | | | | VRTSDENTAL SINGLE | | 7.79 |
| | | | | LIT FAIRMONT LOCAL | | 2.00 |
| | | | | VRTSHLTH PLN A SINGLE | SLE | 22.99 |
| | | | | | TOTAL | 87 38 |
| Mr Damian W Brown | XXX-XX-5615 | 15 | | LIT - FAIRMONT LOCAL | | 2 00 |
| | | | | | TOTAL | 2.00 |

Date 2/18/2023

- I, Lesse L, Avers II (Name of Signatory Party) Accountant (Title) do hereby state:
- (1) That I pay or supervise the payment of the persons employed by

Ventas Contractino, LLC (Contractor or Subcontractor) on the

East Dale Elementary (Building or Work); that during the payroll period commencing on

21.21.2023 and ending 2.1.87.2023 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Veritas Contracting, LLC (Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency edits in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroli, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
| | |
| | |
| | in a large |
| | |
| | |
| | |
| | |
| 0.00 | |
| REMARKS | |
| | |

| SIGNATURE | Son to Grant |
|----------------|---------------------------------|
| NAME AND TITLE | Jesse L. Ayers II Accountant |

THE WILLFUL FALSFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBGEOUTHACTOR TO CALL OR CRAMMAL PROSECUTION SEE SECTION 1001 OF THE 18 AND SECTION 231 OF THE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

| NAME OF CONTRACTOR OR SUBG | OR SUBCONTRACTOR | TOR | | | | | | ADDRESS | | | | ADORESS | | | | F | | | |
|--|------------------|-----------------------------|------------|-----------------------------------|---------|------------------|----------------|---|---|------------|----------|-----------|----------------|--------|---|------------------------|-----------|------------------------|----------|
| Ventas Contracting, LLC | | | | | | | | 246 Business Park Drive Fairmont WV 26554 | 28 Park Dr. V 26554 | 8 | | | | | | | OMB No. | | |
| PAYROLL NO | | FOR WEEK ENDING 218/2023 | 3 12 00 | C ENDING 2/18/2023 12 00 00 AM | | | | PROJECT AND LOCATION East Dale Elementary 57 East Dale Rd Farmont WV 26554 | ND LOCA lementary e Rd V 26654 | NO. | | | | | | PROJECT OR CONTRACT NO | CONTRAC | TNO | 24 |
| The second of th | 8 | (5) | 100 | CATALOGRA | (4) D | (4) DAY AND DATE | DATE | 元 佐藤原 | (5) (6) | 類 | 9 | SE SEE SE | SANGE STATES | | (8) DED | (8) DEDUCTIONS | STREET, S | SECTION AND ADDRESS OF | (6) |
| W. 6 | を変 | | | Sun Mon | ž | Wed | Thu Fri | ¥ 8 | | 35 | GROSS | | | | AND | | | | |
| NAME AND INDIVIDUAL DENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF | 0 X 3 | | 58 | 12 13 | 4 | đ. | 16 17 | 18 | | | | | | | STATE | | | | WAGES |
| 0.0 | TONS | CLASSFICATION | \$ to | 金田田田 | HOURS W | ORKED | ORKED EACH DAY | 2 \$ | HOURS OF | OF PAY 1PE | / PERIOD | | ž Ž | TAX | TAX | MEDICARE | OTHER | DEDUCTIONS | |
| Mr Damlan W Brown | 0 | 1000 | 0 | H | L | | | | | | 330.00 | | | | _ | | | | |
| 111 Onesthad Street | | Skilabo | s | | _ | 3.00 | 8.00 | - | 11.00 | 30,00 | 870.00 | | £3.5 | 88.05 | 36.33 | 12.62 | 2.00 | 192.94 | 677.06 |
| Idamay WV 26576 | | | | | | | | | | | _ | | | | | | | | |
| XXX-XX-5615 | | | f | | _ | | | | | | | | | | | | | | |
| Mr Jason A Harvey | - | 000 | 0 | | | | | | | _ | 137.80 | | | | | | | | |
| S15 Tyrone Avery Rd | | Skillabo | S | | | | 2.00 | | 5.00 | 27.56 1. | 1.112.50 | | 16.98 16.98 | 96.62 | 43.27 | 15.66 | 140.44 | 362,93 | 749.57 |
| Morgantown WV 26508 | | | | | | | | _ | | | | | 8.0 | | | | | | > |
| XXX-XX-9341 | | | | | | | | | | | | | | | | | | | |
| Mr Tayfor 3 Mack | 0 | 1000 | 0 | | | | | | L | | 349.44 | _ | | | | | | | |
| 1076 Stewart Run Road | | Skillabo | Ş | | | 8.00 | 8.00 | - | 16.00 2 | 21.84 | 903.00 | | 80.4% | 82.90 | 33.76 | 12.65 | 77.93 | 261.32 | 641.68 |
| Morgantown WV 26501 | | | | | | | | | | _ | | | | | | | | | |
| XXX-XXX-3988 | | | | | _ | | | | | | | | | | | | | - | |
| Mr Nichael T Watts | - | 0001 | ٥ | | | | | | | | 360.05 | <u> </u> | - | - | <u> </u> | | | | |
| 1105 Morgantown Rd | | Skillabo | s | | | 8.00 | 5.50 | | 13.50 20 | 29.92 | 756.00 | | 44.85 | 58.73 | 21.75 | 10.49 | 47.68 | 183.50 | 572.50 |
| Point Marion PA 15474 | | | _ | | | | | | | _ | | _ | | | | | | | |
| XXX-XXX-1383 | | | | - | | | | | | | | _ | | | | | - | - | |
| Totals for Project East Dale Elementary | | | | | | 19.00 | 26.50 | - | 45.50 | - | 1,177.29 | | H | | | | | | |
| | | | \exists | - | | | | | _ | 3,6 | 3,641.50 | | 219.81 | 326.30 | 135.11 | 51.42 | 268.05 | 1,000.69 | 2,640.81 |

While completon of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors and subcontractors and subcontractors and subcontractors and subcontractors and subcontractors are subcontractors and subcontractors are subcontractors and subcontractors are subcontractors and subcontractors are subcontractors. The proper Davis-Bacon prevailing wage rate for the work performed DOL and federal contractors agencies receiving this information review the information to determine that employees have received legally required wages and fininge benefits.

Public Burden Statement

We stringte that is will take an everage of \$5 mundes to complete this collection, including time for reviewing instructions, searching existing existing and mantaning the data needed, and completing and reviewing the collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room \$3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Attachment: Detail for "Other" Deductions

| NAME OF CONTRACTOR OR SUBCONTRACTOR Ventas Contracting, LLC | RACTOR | ADDRESS 246 Business Park Drive Farmont WV 26554 | | | |
|---|--|--|------------------------|------------------------|--------|
| PAYROLL NO. | FOR WEEK ENDING 2/18/2023 12:00:00 AM | PROJECT AND LOCATION East Dale Elementary 57 East Dale Rd Farmont VIV 28554 | PRC | PROJECT OR CONTRACT NO | INO |
| NAME OF WORKER IDENT | IDENTIFYING NUMBER | 1、1のでは、 | DEDUCTION | | AMOUNT |
| Mr Jason A Harvey XXX.) | XXX-XX-9341 | | 401K Retirement Plan | | 55.63 |
| | | | Child Support - WV | | 52.01 |
| | | | VRTSDENTAL SINGLE | | 7.79 |
| | | | VRTSHLTH PLN A SINGLE | le e | 22.99 |
| | | | VRTSVISION SINGLE | | 2.02 |
| | | | | TOTAL | 140 44 |
| Mr Michael T Watts XXX-> | XXX-XX-1383 | | 401K Retirement Plan | | 15 12 |
| | | | VRTSHLTH PLN A E&CHILD | (ILD | 32.56 |
| | | | | TOTAL | 47.68 |
| Mr Taylor J Mack XXX-X | XXX-3988 | | 401K Retirement Plan | | 45,15 |
| | | | VRTSDENTAL SINGLE | | 2.79 |
| | | | LIT - FAIRMONT LOCAL | | 2.00 |
| | | | VRTSHLTH PLN A SINGLE | LE. | 22.99 |
| | | | | TOTAL | 77 93 |
| Mr Damian W Brown XXX-X | XXX-XX-5615 | | LIT - FAIRMONT LOCAL | | 2 00 |
| | | | | TOTAL | 2.00 |

MEMORANDUM

TO:

FROM:

Dr. Donna Hage, Superintendent L.D. Skarzinski Z/ze/zz

Cc: Heidi Kosik, Executive Secretary

SUBJECT:

Board Approval

DATE:

2/28/23

This is a request for Marion County Board of Education to approve the purchase IXL Learning program from IXL Learning for a 2-year subscription for grades 6-12 and PD services.

Funds: ESSERF



SALES CONTRACT

CONTRACT #134182 February 17, 2023

IXL Learning 777 Mariners Island Blvd., Suite 600 San Mateo, CA 94404

CUSTOMER

LD Skarzinski Marion County Schools 1516 Mary Lou Retton Dr Fairmont, WV 26554

SUBSCRIPTION INFO

| Salesperson | Quote # | Subscription duration |
|--------------|-----------|----------------------------|
| Kasey Turner | 1159048-8 | Jul 1, 2023 – Jun 30, 2025 |

PAYMENT PLAN

| | Amount | Invoice date |
|---|--|----------------|
| Subscription year 1 and Professional Learning Services | \$14,255 (60%) + \$4,690 = \$18,945 | August 1, 2023 |
| Subscription year 2 | \$9,504 (40%) | August 1, 2024 |
| TOTAL | \$28,449 | |

Price valid until March 17, 2023

COMMENTS OR SPECIAL INSTRUCTIONS

As per the terms of the original agreement (signed June 11, 2022), IXL is providing complimentary access to IXL Math for year 1 of the district's 3 year ELA license. Complimentary math access will expire on June 30, 2023.

This quote represents the total cost to maintain Math access for 2,300 students in grades 6-12 for years 2 and 3 of the subscription. The total cost also reflects the addition of 3 (virtual) professional development sessions for teachers. These sessions include Elevate I, Elevate II, and a flexible coaching session (60 minutes) to be used as needed.

This 2-year year upgrade includes an optional payment plan. Please see the following contract for an outline of *payment plan and invoice dates.

*A signed sales contract is required to proceed with the payment plan.

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

- PRICING: The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL
 unless you have accepted it by sending us an executed Sales Contract by that date.
- PAYMENT: If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated
 purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is
 considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not
 relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to: IXL Learning 777 Mariners Island Blvd., Suite 600 San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

- 3. CANCELLATION AND REFUND: No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
- 4. LICENSES: IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

- 6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:
 - a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
 - b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
 - c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
 - d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
 - Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.
- 7. LIMITATION OF LIABILITY: YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
- 8. **SEVERABILITY**: If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. ARBITRATION: You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. ENTIRE AGREEMENT: This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract: Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com Completed sales contracts should be emailed to your sales consultant.



c. 2/20/2013

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

February 28, 2023

Ms. Haught,

Please place the following item on the Marion County Board of Education Agenda for board approval as a request from the Technology Department. Thank you.

This is year one of our three-year teacher laptop replacement cycle. Every three years a teacher returns their old laptop and receives a new laptop.

- 1) Funding: Marion County Schools Technology Department
- 2) Product: Dell Latitude 3520 i5-1135G7 8GB SSD W10P 1YR
- 3) Amount: 290 devices @ \$717.25 totaling \$208,002.50 purchased from Zones
- 4) Additional Bids:

Zones – 290 devices @ \$717.25 totaling \$208,002.50 CDWG - 290 devices @ \$774.00 totaling \$224,460.00 Quill - 290 devices @ \$874.36 totaling \$256,482.00



Bill To:

WEST VIRGINIA DEPT OF ED MARION COUNTY SCHOOLS 1516 MARY LOU RETTON DRIVE FAIRMONT, WV 26554 Phone: (304) 558-2686 Ship To:

CHAD NORMAN West Fairmont Middle School 110 TENTH STREET FAIRMONT, WV 26554-3607 USA

31-2370

2/8/2023

Account # 0071091900 Quote : K2069268

20#

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO: ZONES LLC PO Box 34740 Seattle WA 98124-1740 PLEASE SEND PURCHASE ORDERS DIRECTLY TO YOUR ZONES LLC ACCOUNT MANAGER VIA FAX OR EMAIL

Erik Sanchez Account Manager Phone:253-288-6334

Email:Erik.Sanchez@zones.com

| Item# | Qty | Mfr. Name | Description | Manufacturers Part # | Unit Price | Total |
|---------------------|-----|-----------------|--|----------------------|------------|--------------|
| O 00162805 SPO N | 290 | ZONES INC (ITD) | Latitude 3520 i5-1135G7 8GB 256GB SSD W10P 1YR | O 00162805 SPO | \$717.25 | \$208,002.50 |

ASK US ABOUT
Installation Services
Estimated Sales Tax: \$0.00
On-site Technical Services and Hourly Service Rates
Remote Help Desk and Remote Network OS Support

Sub-Total: \$208,002.50

FedEx Ground: \$0.00

Grand Total: \$208,002.50

Visit us on the web: http://www.zones.com

FINANCING, LEASING AND SUBSCRIPTION OPTIONS AVAILABLE! CONTACT LEASING@ZONES.COM FOR MORE INFORMATION!

ZONES LLC 1102 15th Street S.W. Suite 102 Auburn, USA 98001 Phone: (800) 419-9663



CERTIFIED
MINORITY BUSINESS
ENTERPRISE

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN, OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES COMPTEMBOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN, ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.





Hardware

Software

Services

IT Solutions

Brands

Research Hub

Review and Complete Purchase

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-

Convert Quote to Order

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|--------------|
| NFRF274 | 2/7/2023 | NFRF274 | 274458 | |
| | | | 274430 | \$224,460.00 |

QUOTE DETAILS

| ITEM | QTY | CDW# | UNIT PRICE | EVT pares |
|--|-----|---------|------------|----------------------------|
| Dell Latitude 3520 - 15.6" - Core i5 1135G7 - 8 GB RAM - 256 GB SSD | 290 | 7162053 | \$774.00 | EXT. PRICE \$224,460.00 |

Mrg. Part#: 7FK9C

min qty 15 to qualify for unit cost

or \$774

Contract: WV Mountain State ESC Agreement (022-G)

| SUBTOTAL | \$224,460.00 |
|-----------|--------------|
| SHIPPING | \$0.00 |
| SALES TAX | \$0,00 |

GRAND TOTAL

\$224,460.00

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 DEVITO 1516 MARY LOU RETTON DR FAIRMONT, WV 26554-2204 Shipping Method: UPS Ground (2-3 Day)

Please remit payments to:

CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Robyn Musicant 1 (866) 773-7440 | robyn.musicant@cdwg.com

LEASE OPTIONS

| ***** | | | |
|--------------|------------------|--------------|------------------|
| FMV TOTAL | FMV LEASE OPTION | BO TOTAL | BO LEASE OPTION |
| \$224,460.00 | \$5,957.17/Month | \$224,460.00 | \$6,897.66/Month |

Plonthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upmont Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line
- Flexible Payment Terms: 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time, Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software becauses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2023 CDW+G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



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

Hardware

Software

Services

IT Solutions

Brands

Research Hub

Review and Complete Purchase

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.

Convert Quote to Order

| QUOTE # | QUOTE DATE | OHOTE DESERVED | | |
|---------|------------|-----------------|------------|--------------|
| - | f | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
| NFRF274 | 2/7/2023 | NFRF274 | 27445 | |
| | | 1411474 | 274458 | \$224,460.00 |

QUOTE DETAILS

| ITEM | | | | |
|--|-----|---------|------------|--------------|
| | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| Dell Latitude 3520 - 15,6" - Core i5 1135G7 - 8 GB RAM - 256 GB SSD | 290 | 7162053 | \$774.00 | \$224 460 go |

Mrg Part# /FK9C

min qty 15 to quality for unit cost

of \$174

Contract: WV Mountain State ESC Agreement (022-G)

| GRAND TOTAL | \$224,460.00 |
|-------------|--------------|
| SALES TAX | \$0.00 |
| SHIPPING | \$0.00 |
| SUBTOTAL | \$224,460.00 |
| | |

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 DEVITO 1516 MARY LOU RETTON DR FAIRMONT, WV 26554-2204 Shipping Method: UPS Ground (2- 3 Day)

Please remit payments to:

CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Robyn Musicant | (866) 773-7440 | robyn.musicant@cdwg.com

LEASE OPTIONS

FMV TOTAL \$224,460.00

\$5,957.17/Month

BO TOTAL

\$224,460.00

BO LEASE OPTION

\$6,897.66/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- . Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

fins quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800,800,4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terins and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terins-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2023 CDW+G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



QUOTE

Contact Name:

Company Hame: Marlon County 80€

POF

Shipping

West Fairmount Middle School

110 10th street, Fairmont, WV 26554

DATE February 20, 2023 8343441 Account # QUOTE EXPIRATION DATE February 27, 2023

| QTY | ITEM# | MANUFACTURER | DESCRIPTION | ETA | UNIT PRICE | | LINE TOTAL |
|------------|-------------|-----------------------------|---------------------------------|----------|------------|----|------------|
| 290 | 07WU95 | Deli . | Dell Latitude 3520 | 40 Days | \$ 874.36 | \$ | 253,564.40 |
| 100 | M1Q77382ING | Kensington | Kensington Simply Portable | in stock | 5 16.83 | \$ | 1,683.00 |
| 100 6JZ094 | 6JZ094 | Lenovo | Kensington Simply Portable | 22-Feb | \$ 12.35 | \$ | 1,235.00 |
| | | | | | | \$ | 4 |
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| | | | | | | \$ | |
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| | | | | | | \$ | |
| | | | | | | \$ | |
| - | _ | is named, subject to the te | rms and conditions noted below. | | LATOTEUZ | \$ | 256,482.40 |
| nstruction | ns: | | | | Freight | | |
| | | | | | TOTAL | \$ | 256,482,40 |

Pricing subject to change

Please email or call for approval. See contact information below. When e-mailing, please include your company name and Account Number.

Any questions regarding this quote please contact:

Rep Name:

michael wechel

Email: michael.wechet@quill.com

Phone: Fax:

847-876-5311 888-888-8250

STANDARD TERMS AND CONDITIONS

1. Discounts

Additional discounts, coupons, and other special offers can not be applied to the quoted price. Prices are only valid for quantities mentioned in this quote.

3. Returns

Quill.com offers hassle—free returns on all technology items. Orders must be returned within 14 days of receiving product.

4. Line of Credit

Some quotes may require an increase in your Quill line of credit should you decide to place the order. If you would like us to preapprove your credit to expedite your order once it is placed, please contact your technology sales representative.

| Number to be transported | Field Transition of Carlos Field Transition of Submitted at least completed copies are to be sure bus needed. 3-27-23 Date Submitted 310-312 Date of Trip | State Tourne Destination | Board Meeting All or sighn and forward to Mersonger Lantz La | N D Sub Needed Sub Needed |
|---|---|---|--|---------------------------|
| Purpose of activity | - harleston | Cruic Center | | |
| Number of School Days Lost | Approx | imate Cost 51,400 | Source of Fund | ling buesters |
| | | | | |
| Depart 3:00 | Transpo | rtation Information | P. 1 | :00 PM 3/1 |
| Time bus to be loaded | _ | | _ | am/pm |
| Type of Transportation | Private Auto | Carrier List Carrier | Driver | |
| Approval (granted) denied) Approval (granted) denied) Approval (granted / denied) | County Office | anda for | Date 2/28) Date 2/28) RACK | 123 2023 Idax |
| Due Blumb en | | | | |
| Bus Number | Bus Capacity | | Total Number Tr | ansported |
| Destination | { | Date of Trip | Day of Week | |
| Times: Pre-Trip Bus available to load Departure Time Return Time Completion of bus clean | □ Day One | Day Two am / pm | | |
| Sponsor/Chaperone (Verify | all times) | Driver Signature | Mileage | Fuel |

tb/2017

White - Accounting

Yellow - Transportation Office

Pink – Driver

Chaperones

Karen Beckman

Kathleen Lantz

Stephanie Messinger

Rhonda Edge

Brian Edge

Robert Musgrove

Amanda Musgrove

Becky Griffith

Lisa Parilak

Jeff Mayer

Bobbie Mayer

Brooke Plum

Kristy Currey

Mallory Haddix

Angela Alkire

Ms. Knight Please place on the aguese for board approved . Coveryigh

Marion County Board of Education Field Trip Request Form

All field trips requiring Board approval must be submitted at least two weeks prior to the regular Board Meeting. All other requests must be in at least one week prior to the trip. All completed copies are to be submitted to the principal who will sighn and forward to county office for approval. tephane Messing Please submit one field trip form per bus needed. Sponsor(s) **Sub Needed** Cheer 3/16-3/19 2023 see attached
Group Date of Trip Chaperone(s) **Sub Needed** _ Charleston Civic Center Number to be transported Boys Basketball State Tournamer _____ Approximate Cost 50 Number of School Days Lost_ Return: 11.00 PM Dipart 3:00 PM Transportation Information Time bus to be loaded ______ am / pm Approximate time to return _____ am / pm _____ Private Auto Type of Transportation _____ Commercial Carrier List Carrier ___ Number _____ Driver_ __ Marion County School Bus Is School to pay driver? ____Yes Approval (granted denied) Principal _ Approval granted County Office denied) Approval (granted / denied) Transportation **Driver's Trip Report** Bus Number _____ Bus Capacity _____ Total Number Transported _____ Destination Date of Trip _____ Day of Week ____ Times: ☐ Day One □ Day Two Pre-Trip ____ am / pm ____ am / pm Bus available to load _____ am / pm _____ am / pm **Departure Time** ____ am / pm ____ am / pm **Return Time** __ am / pm __ am / pm ____ am / pm Completion of bus cleanup ____ am / pm

Sponsor/Chaperone

(Verify all times)

Driver Signature

Mileage

Fuel

tb/2017 White - Accounting Yellow - Transportation Office

Pink - Driver

Boy's State Basketball Field Trip Itinerary

March 16, 2023

3:00 PM Depart from East Fairmont High School

5:15 PM Check into hotel

6:00 PM Dinner (near hotel)

8:15 PM Go to Civic Center

9:00 PM Cheer at game

10:45 PM Return to hotel

March 17, 2023

9:00 AM Breakfast at hotel

12:00 PM Lunch and Escape Room or other bonding activity

3:45 PM Return to hotel

4:30 PM Go to Civic Center

5:30 PM Cheer at game

7:15 PM Return to hotel

March 18, 2023

9:00 AM Breakfast at hotel

12:00 PM Lunch and shopping at Barboursville Mall

5:00 PM Return to hotel/Dinner

6:30 PM Go to Civic Center

7:30 PM Cheer at game

9:15 PM Return to hotel

March 19, 2023

Breakfast and return to Fairmont on your own when ready

Chaperones

Karen Beckman

Kathleen Lantz

Stephanie Messinger

Rhonda Edge

Brian Edge

Robert Musgrove

Amanda Musgrove

Becky Griffith

Lisa Parilak

Jeff Mayer

Bobbie Mayer

Brooke Plum

Kristy Currey

Mallory Haddix

Angela Alkire

Ms. Nought

Please place on the Marion County Board of Education agency for 6 ares approved

Field Trip Request Form

31-2373

| gensa for 6 ans of | Field Trip F | Request Form | TEB 23 TO BELL |
|---------------------------------------|--|---|---|
| All field trips require = soard appro | val must be submitted at least two completed copies are to be submitte | weeks prior to the regular Board Meeting ed to the principal who will sighn and forw | and to county office for approval. |
| FFHS | 2/20/23 | Joe Price, Bryon Spitze Cw moun | No |
| School | Date Submitted | Sponsor(s) | Sub Needed |
| Baseball | 4/19/23 | Parents of Players | NO |
| Group | Date of Trip | Chaperone(s) | Sub Needed |
| 25 | Was hom ton, | A (Washington Wild | The Challes |
| Number to be transported | J.,,, | A Washington Wild | They s Steat Mil |
| Purpose of activity | | | |
| Number of School Days Lost | Approximate | Cost Source of | Funding |
| and the second second | Shararthown S | ON S AS DEAD SALE WAYNER | professional representations |
| PERSON INTERCEMENTAL COLUMN | Transportati | on Information | Professional Control of the Control |
| | ii alispoi tati | on mrormation | |
| Time bus to be loaded/: / | am /@m | Approximate time to return | 7.'30 am /pm |
| Type of Transportation | Private Auto | | |
| | Commercial Carr | ier List Carrier | |
| | Marion County S | chool Bus Number Driver | 0 7 = 0 |
| Is School to pay driver? | Yes No | | |
| 3 | N | > à =/: | |
| Approval (granted / denied) | Principal / / | Date 2/2 | 11/23 |
| Approval granted denied) | County Office | Date 2/3 | 08/7823 |
| Approval (granted / denied) | Transportation | Date | |
| or or state. | - that f | luce on bin | n agenda |
| | Driver's 1 | rip Report | |
| Bus Number | Bus Capacity | Total Numl | per Transported |
| Destination | Date of | of Trip Day of Wee | k |
| Times: | ☐ Day One ☐ | Day Two | |
| Pre-Trip | _ | am / pm | |
| Bus available to load | _ | am / pm | |
| Departure Time | _ | am / pm | |
| Return Time | | am / pm | |
| Completion of bus clean | up am/pm | am / pm | |

Sponsor/Chaperone

(Verify all times)

Driver Signature

Mileage

Fuel

tb/2017

White - Accounting

Yellow - Transportation Office

Pink - Driver

2022-23 East Fairmont High School Baseball Parents

- 1. Kristy Curry
- 2. Justin Vincent
- 3. Jennifer Alvaro
- 4. Vincent Alvaro
- 5. Kyndra Tingler
- 6. Dave Tingler
- 7. Laura Ingram
- 8. Jarrod Graffius
- 9. Jamie Trotto
- 10. Jeff Raddish
- 11. Danielle Raddish
- 12. Rikki Gordon
- 13. Marie Mayfield
- 14. Brian Mayfield
- 15. James Beckman
- 16. Brooke Beckman
- 17. Angela Alkire
- 18. Michael Ferrell
- 19. Sherry Ferrell
- 20. Jennifer Thompson
- 21. Jimmy Bledsoe
- 22. Jennifer Bledsoe
- 23. Bill Linn
- 24. Tina Linn
- 25. CJ McKnight
- 26. Courtnie McKnight
- 27. Greg Music
- 28. Jenny Music
- 29. Ryan Church
- 30. Ame Church

plesse place on the bones agence for approval. Thankyou

tb/2017

White - Accounting

Marion County Board of Education Field Trip Request Form

31-2374

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

| EFHS | 2/20/23 | Joe Price Bryan Soltzer | No |
|---|-------------------|---|----------------------------------|
| School | Date Submitted | CH MONSponsor(s) | Sub Needed |
| Baseball | 3/17/23 - 3/18/23 | Parents of Players | No |
| Group | Date of Trip | Chaperone(s) | Sub Needed |
| 25 | Sissonville, V | VV | |
| Number to be transported | | Destination | |
| Purpose of activity 8 | isebell Games (Ga | me Friday 3/17 / Game - | Set. 3/18 |
| Number of School Days Lost | Approximat | e Cost \$900.00 Source | of Funding <u>Boasters</u> |
| | | | 961 |
| 3/17/23 | Transportat | ion Information | 3/18/23 |
| Time bus to be loaded | 00 am /pm | - Approximate time to retu | |
| | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | uni / sup |
| Type of Transportation | Private Auto | rier List Carrier | |
| | | School Bus Number Driv | |
| Is School to pay driver? | Yes No | | |
| is selled to pay differ! | Yes No | | / / - |
| Approval (granted denied) | Principal / / / | Date 3/ | 21/73 |
| Approval (granted) denied) | County Office | Date 2/ | 23/2023 |
| Approval (granted / denied) Overnight 5 tu | Transportation | Date | 10001d N |
| Overnight Stu | 4 - Please 1 | place on board | agenda R |
| | Driver's | Trip Report | The second control of the second |
| Bus Number | Bus Capacity | Total Nu | mber Transported |
| Destination | Date | of Trip Day of W | /eek |
| Times: | Day One | Day Two | |
| Pre-Trip | | am / pm | |
| Bus available to load Departure Time | | am / pm | |
| Return Time | | am / pm am / pm | |
| Completion of bus cleans | | am / pm | |
| Sponsor/Chaperone (Verify a | all times) Drive | er Signature Mi | leage Fuel |
| , | | J | ruei |

Yellow - Transportation Office

Pink - Driver

March 17-18 East Fairmont Baseball Trip itinerary:

March 17 (1:00pm): Leave for Sissonville High School. The Big 10 Conference vs Cardinal Conference

East Fairmont vs Sissonville 5:00

Stay at La Quinta Inn & Suites by Wyndam (Elkview, WV)

March 18: Play scheduled game @Sissonville HS 12:00 (noon), depart for Fairmont after the game.

^{*}Students will be riding with their own parents/chaperones

2022-23 East Fairmont High School Baseball Parents



- 1. Kristy Curry
- 2. Justin Vincent
- 3. Jennifer Alvaro
- 4. Vincent Alvaro
- 5. Kyndra Tingler
- 6. Dave Tingler
- 7. Laura Ingram
- 8. Jarrod Graffius
- 9. Jamie Trotto
- 10. Jeff Raddish
- 11. Danielle Raddish
- 12. Rikki Gordon
- 13. Marie Mayfield
- 14. Brian Mayfield
- 15. James Beckman
- 16. Brooke Beckman
- 17. Angela Alkire
- 18. Michael Ferrell
- 19. Sherry Ferrell
- 20. Jennifer Thompson
- 21. Jimmy Bledsoe
- 22. Jennifer Bledsoe
- 23. Bill Linn
- 24. Tina Linn
- 25. CJ McKnight
- 26. Courtnie McKnight
- 27. Greg Music
- 28. Jenny Music
- 29. Ryan Church
- 30. Ame Church

Marion County Board of Education Field Trip Request Form

| All field trips requiring Board approve least one week prior to the trip. All co | impleted copies are to be s | ast two weeks prior to the submitted to the principal | regular Board Meeting. who will sighn and forwa | All other requests must be in at rd to county office for approval. |
|--|-----------------------------|--|--|--|
| Please submit one field trip form per | bus needed. | | | 0 |
| EFHS | 2/24/23 | | | |
| School | Date Submitted | Spo | nsor(s) | Sub Needed |
| Sofiball | 3/24-3/25 | 123 Gene | Reesman | AND |
| Group | Date of Trip | | erone(s) | Sub Needed |
| 25 | Shody | Springs | | |
| Number to be transported | | | ination | |
| Purpose of activity | all game | | | |
| | 0,1 | 821 | Con | Low Jes |
| Number of School Days Lost | Appro | eximate Cost | Source of | Funding 1005013 |
| | | | | |
| | Transp | ortation Informatio | n | |
| Time bus to be loaded 3.6 | am (pm) | Approxi | mate time to return _ | 10'-00 am / pm |
| Type of Transportation | X Private Au | ıto | | |
| | Commerci | | | |
| | Marion Co | ounty School Bus Nu | mber Driver_ | |
| Is School to pay driver? | Yes | No | | |
| Approval (granted) denied) | Principal // | w Din | Date 2/2 | 1/12 |
| Approval (granted) denied) | County Office | anda-2/10 | Date 3 | 12023 |
| Approval (granted / denied) | Transportation | | Date/ | |
| OVOLDIANT STA | y- Plea | & Place | ON DON | of agenda |
| | Dri | ver's Trip Report | | |
| Bus Number | Bus Capacity | y <u></u> | Total Numb | er Transported |
| Destination | | Date of Trip | Day of Week | |
| Times: | ☐ Day One | □ Day Two | | |
| Pre-Trip | am / pm | am / pm | | |
| Bus available to load Departure Time | am / pm am / pm | am / pm | | |
| Return Time | am / pm am / pm | am / pm am / pm | | |
| Completion of bus cleanu | | am / pm | | |
| | | | | |
| Sponsor/Chaperone (Verify a | Il times) | Driver Signature | Mileag | ge Fuel |
| | | | | |

tb/2017

White - Accounting

Yellow - Transportation Office

Pink - Driver

Shady Springs Softball Trip March 24th and 25th

March 24th

11:00am

Leave EFHS

2:00pm

Stop and Eat

3:30pm

Head to Hotel and Check-in

4:00pm

Head to Field

5:30pm

Game

After game back to hotel for meal and team bonding

March 25th

8:00am

Breakfast

9:15am

Checkout

9:30am

Head to field

11:00am

Game

1:00pm

Stop and eat

2:30pm

Head home

5:30pm

Arrive EFHS

Chaperones

Eugenia Reesman

Head Coach

Shay Swiger

Assistant Coach

Steve Swiger

Volunteer Coach

Blair Nuzum

Volunteer Coach

| Mr. Hought | //0/6 31-2370 |
|---|---|
| | ion /// |
| To be places on the Marion County Board of Educat agenda for bases Field Trip Request Form aggravel, survived to the portion of the county Board of Educate agenda for bases Field Trip Request Form | B 12 ED |
| correct overight of know. | 4023 1111 |
| All field trips requiring Board approval must be submitted at least two weeks prior to the regula | ar 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 w | rill sighn and forward to county office for approval. |
| Please submit one field trip form per bus needed. | 11 |
| EFHS 2/16/23 Burbara | Hought UPS |
| School Date Submitted Sponsor(| Sub Needed |
| FBLA 3/12-3/14/23 Kellim | • |
| Group Date of Trip Chaperone | |
| | 11 1 1 1.0/ |
| Co [Yarshall University, | Huntington, WV |
| Number to be transported Destination | on J |
| Purpose of activity WV State FBLA Conference | |
| Number of School Days Lost Approximate Cost #1,000 | Source of Funding FBLA Funds |
| | |
| Transportation Information | |
| Transportation Information | |
| Vehicle Time bas to be loaded 3:00 am / 6m) Approximate | time to return 5:00 am (pm) |
| Type of Transportation | |
| Commercial Carrier List Carrier | |
| | Driver |
| | |
| Is School to pay driver? Yes No | |
| Approval (granted / denied) Principal | Date 2/1/4/23 |
| Approve (granted) denied) County Office | -Date 2/17/2023 |
| Approval (Franced / denied) Transportation | Date |
| * Overnight +00- Place place on | board arenda |
| The state of | Board agertian |
| Driver's Trip Report | |
| Bus Number Bus Capacity | Total Number Transported |
| Doctination | |
| 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 | |
| Darbace Daught | |
| Sponsor/Chaperone (Verify all times) Driver Signature | Mileage Fuel |
| tb/2017 White - Accounting Yellow - Transportation Office | Pink - Driver Gold - Driver |

31-2379

EAST FAIRMONT HIGH SCHOOL FBLA WV FBLA STATE LEADERSHIP CONFERENCE MARSHALL UNIVERSITY – HUNTINGTON, WV TRAVEL AGENDA MARCH 12 – 14, 2023

CHAPERONES/ADVISORS:

Barbara Haught Kelli Morris

SUNDAY, MARCH 12

• Meet EFHS @ 2:00 p.m. to depart to Delta Marriot Hotel, Huntington, WV

MONDAY, MARCH 13

- Attend WV State FBLA Conference @ Marshall University
 - Students compete in events/attend seminars during the day
- Return to hotel @ 5:00 p.m.

TUESDAY, MARCH 14

- Attend WV State FBLA Awards Ceremony @ Marshall University
- Depart Marshall University @ 12 noon to return to East Fairmont High School approximately 5:00 p.m.

Ms. Naught,
To be placed on the
A years for approval
600 of STOTE. Thank por

Marion County Board of Education Field Trip Request Form

31-237

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

| Please submit one field trip form per bu | is needed. | | | office for approval |
|--|----------------|-------------------------|---------------------|---------------------|
| Monongoh Middle | 2-28-8 | 13 Brad Ha | rKeR | |
| School | Date Submitted | Sponso | | Sub Needed |
| 5th + 6th Grade | 3-22-a | 3 544+644 | Teachers | _ |
| Group | Date of Trip | Chapero | ne(s) | Sub Needed |
| 56 | R | town - Br | Adams VIII - | On |
| Number to be transported | 0/6 | Doction Doction | ageville, | |
| Purpose of activity | Rictour | Field Toin | don | |
| Number of School Days Lost | | | Sauren of | Sunding |
| | Аррго. | ximate cost | Source of | Funding |
| | Transpe | ortation Information | | |
| | • | n tation imormation | | |
| Time bus to be loaded 8:30 |) em pm | Approxima | te time to return _ | 4:30 am (pm |
| Type of Transportation | Private Au | to | | |
| ~ | Commercia | al Carrier List Carrier | | |
| - | | unty School Bus Numb | | |
| Is School to pay driver? | X Yes | No | | |
| | 1100000 | > // | _ | |
| Approva (granted / denied) | Principal | & Horker | Date <i>d</i> | -28-23 |
| Approval (granted / denied) | County Office | | _ Date | |
| Approval (granted / denied) | Transportation | | Date | |
| | | | | - |
| | | | | |
| | Driv | er's Trip Report | | |
| Bus Number | Rus Canacity | | Total Normal | |
| Dus (Milliott | ous capacity | | iotal Numb | er Transported |
| Destination | | Date of Trip | Day of Weel | · |
| 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 | <u></u> | |
| | | | | |
| Sponsor/Chaperone (Verify all t | imes) | Driver Signature | Milea | ge Fuel |
| | | | | |

Chaperones for March 22, 2023 Biztown Trip

Andrew Weekley

Stacey Strawderman

Chad Davidson

Garett Mock

Miriam Straka

Joe Price

Clarissa Nicholson

Anna McKenzie

Rachel Mushnick

Mr. Hought,
To be places on the
Agence for Approval
OUT OF STATE Thank you

tb/2017

White - Accounting

Marion County Board of Education Field Trip Request Form

31-237

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

| Managah Middle | 2-28-23 | Brod HA | rKer | |
|---|-------------------------|---|------------------|------------|
| School | Date Submitted | Sponsor(| (s) | Sub Needed |
| 7th +8th Grade | 3-21-83 | 74 +8+4 | Truchers | - |
| Group | Date of Trip | Chaperone | e(s) | Sub Needed |
| 53 | Bizt | Destination | eville PA | |
| Number to be transported | | Destinati | on | |
| Purpose of activity | | eld Trip | | |
| Number of School Days Lost | Approxima | nte Cost | Source of Fund | ling |
| | | | | |
| | Transporta | tion Information | | |
| Time bus to be loaded | 30 (am) pm | Approximate | time to return | /80 am /pm |
| Type of Transportation | | nrier List Carrier School Bus Number | | |
| Is School to pay driver? | Yes N | 0 | | |
| Approval (granted) denied) Approval (granted) | Principal County Office | | Date 3 - 4 | 28-23 |
| Approval (granted / denied) | Transportation | | | |
| | | | | |
| | | | | |
| | Driver's | Trip Report | | |
| Bus Number | Bus Capacity | | Total Number Tra | ensported |
| Destination | Date | e of Trip | Day of Week | |
| Times: | Day One | ☐ Day Two ☐ | | |
| Pre-Trip | | am / pm | | : |
| Bus available to load | | am / pm | | |
| Departure Time Return Time | | am / pm | | |
| Completion of bus clean | | am / pm | | |
| | ~r am / pm | am / pm | | |
| Sponsor/Chaperone (Verify a | all times) Driv | ver Signature | Mileage | Fuel |
| | | | | |

Yellow - Transportation Office

Pink - Driver

Chaperones for March 21, 2023 Biztown Trip

Jennifer Green

Kristen Suplita

Tim Ridenour

Amie Marchesani

Anne Lienhardt

Dannette Woody

Olivia Bartic

Janie Moore

Maureen Budka

| All field trips requi | iring Board approval must or to the trip. All complet field trip form per bus no | t be submitted at le ed copies are to be | ast two weeks prior | to the regular Boa | rd Meeting. All other | requests must be in at nty office for approval. |
|---|--|---|--|--------------------|-----------------------|---|
| AMIHS | | 2/22/23 | بمبط | f Come | No | |
| Scho | | Date Submitted | | Sponsor(s) | | ub Needed |
| 1:1. | | 4/21/23+ | Out | | • | |
| _ Girls I | | 1/22/23 | <u>HII</u> | Approved | <u>No</u> | |
| g Grou | ıβ | Date of Trip | | Chaperone(s) | Si | ub Needed |
| 30 | | Sain A | M. | | | |
| Number to be tra | ansported | JING / | niis | Dartination | | |
| | | | | Destination | | |
| Purpose of activi | ty Track Mee | et | | | | |
| Number of School | of Days Lost | Appro | oximate Cost _#2 | 000.00 | Source of Funding | Boosters |
| Time bus to be lo | tation | Marion Co | Aputo ial Carrier List County School Bus | Carrier | to return | am /pm |
| Approval (grant Approval (grant Approval (grant | ed / denied) Prin | Yes ncipal unty Office nsportation | web 27 | Date Date | 2/23/7 | 23 |
| | | Dri | ver's Trip Repo | rt | | |
| Bus Number | | Bus Capacity | / | Т | otal Number Transı | orted |
| Destination | | | Date of Trip | D | ay of Week | |
| Departur Return Ti | able to load e Time me | Day One am / pm | Day Two am / pi am / pi am / pi am / pi | m m | | |
| Sponsor/Chapero | ne (Verify all time | <u> </u> | Driver Signature | | Mileage | Fuel |
| | | | | | | |
| b/2017 | White – Accountin | g Yello | w – Transportatio | n Office | Pink – Driver | Gold – Driver |

As-Hayes, Please stresonther bans agensa,

tb/2017

White - Accounting

Marion County Board of Education Field Trip Request Form



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

| Please submit one field trip form per bu | is needed. | Jame Karl | l | |
|--|------------------|-------------------------------|-----------------|--------------------|
| NMHS | 2/22/23 | Jame Knigh Kaitlyn Knig | 4 | Ver |
| School | Date Submitted | Sponsor(s) | <u> </u> | Sub Needed |
| Robertic | 1/2//23-3/27 | /55 | | |
| Group | Date of Trip | رجا Chaperone(s | <u> </u> | Sub Needed |
| a | 0 1 11 | | | |
| Number to be transported | Create U. | S O per, Co | runcil D | AI stens |
| . ^ | | | | |
| Purpose of activity Varticipa | te in CRE | ATE US | Open | |
| Number of School Days Lost | S Approxim | ate Cost <u>6, 000</u> | _ Source of Fun | ding Robotics |
| West and the medical section of | 16.3 Floor 170 H | 1 . " 1 | | |
| | Transporta | ition Information | | |
| Fime bus to be loaded $8:15$ | am/ pm | Approximate ti | me to return | 7:00 am/pm |
| Type of Transportation | Private Auto | | | |
| | Commercial C | arrier List Carrier | 20.00 | |
| _ | Marion Count | y School Bus Number _ | Driver | . 2010 - 10 2010 - |
| Is School to pay driver? | Yes • | io seesa see | | |
| | | 1 m/-11 | | |
| Approval (granted)/ denied) | Principal | FMelst. | Date 2-23 | -2673 |
| Approval (granted) denied) | County Office | 16.21 | Date 2.24 | -2073 |
| Approval (granted / denied) | Transportation | in <mark>Confe</mark> Dissert | Date | |
| 10.245 | | | | |
| | | | | |
| | Driver* | s Trip Report | | |
| Bus Number | Bus Capacity | | Total Number T | ransported |
| Destination | Dat | te of Trip | _ Day of Week | |
| 'imes: | ☐ Day One | ☐ Day Two | | |
| Pre-Trip | • | am / pm | | |
| Bus available to load | | am / pm | | |
| Departure Time | | am / pm | | |
| Return Time | | am / pm | | |
| Completion of bus cleanup | am / pm | am / pm | | |
| | | | | |
| iponsor/Chaperone (Verify all t | times) Dri | ver Signature | Mileage | Fuel |

Yellow - Transportation Office

Pink - Driver



CHAMPIONSHIP

2023 U.S. Open Robotics VRC High School **Championship Schedule**

Iowa West Field House, 5 Arena Way, Council Bluffs, IA

Thursday, March 23, 2023

2:30PM-5:30PM

Team Registration

3:00PM-6:30PM

Inspection

3:00PM-8:00PM

Practice

3:00PM-8:30:00PM

Skills (Each team is allotted 3 attempts at each skills challenge. Top 3 scores at the end of skills at 8:30PM will

31-2380

earn a trophy.)

9:00PM

Venue Closes

Friday, March 24, 2023

7:45AM

Pit Opens

8:15AM-8:30AM

Drivers and Coaches Meeting

8:30AM-8:55AM 8:55AM-12:30PM **Opening Ceremony Qualifying Rounds**

12:30PM-1:30PM

Lunch

1:30PM-5:30PM

Qualifying Rounds

6:30PM-8:30PM

Party for Teams

9:00PM

Venue Closes

Saturday, March 25, 2023

8:00AM

Pit Opens

8:30AM-12:00PM

Qualifying Rounds

12:00PM-12:30PM

Alliance Selection

12:30PM-1:30PM

Lunch

1:30-3:30PM 3:30PM-4:20PM

Elimination Matches Semi Finals/Finals

4:20PM-4:45PM

Closing Ceremony

5:00PM

Venue Closes

(Updated 9/22/22)

LINKS:

Webcast: CREATE-Found.org/USO-Webcast.php

Online Program: CREATE-Found.org/2023USO-Program.php

Who Hought,
To be placed on the agence to board oversight.

e Norm

tb/2017

White - Accounting

Marion County Board of Education Field Trip Request Form

31-2381

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

| | 2/22/23 | Jeff Crave, Snoke | Countrelle Yes | (2) |
|--|--|---|------------------------|---|
| School | Date Submitted | Sponsor(s) | Sub | Needed |
| Track Tems Group | 5/18+5/19 +5/20/23 Date of Trip | Coacles +Approve | | Needed |
| 25 Number to be transported | State Trade M | Meet (University Destination | of Charleston | Field) |
| Purpose of activity 51ate | Touch Meet | | | |
| Number of School Days Lost | Approximat | e Cost <u>45,000,∞</u> | Source of Funding | School reinbrowert |
| | Transportati | on Information | | 761 |
| Time bus to be loaded | \$6:00 am /pm 5/18 | Approximate time | to return 9100 | Salida am/pm S/ZI |
| Type of Transportation | Private Auto Commercial Care Marion County S | rier List Carrier School Bus Number | Driver | 8181 |
| Is School to pay driver? | Yes No | . 1 | | |
| Approval (granted denied) Approval (granted denied) Approval (granted denied) | Principal County Office Transportation | | e 2/2-1/2 e 2/2-1/2 | L3 023 |
| | 1/2 | and the second | | - 1 1 - 1 10 10 10 10 10 10 10 10 10 10 10 10 1 |
| 81 878 W -5 888 70 | Driver's | Trip Report | | |
| Bus Number | Bus Capacity | 1 | Total Number Transpo | orted |
| Destination | Date | of Trip D | ay of Week | |
| Firmes: Pre-Trip Bus available to load Departure Time Return Time Completion of bus clean | am / pm am / pm am / pm am / pm | Day Two am / pm | | |
| ponsor/Chaperone (Verify | all times) Drive | r Signature | Mileage | Fuel |

Yellow - Transportation Office

Pink - Driver

| School Date DECA 3/4 Group Da 2 Number to be transported | offlitted at least two weeks prior to the regul | ar Board Meeting. All other requests must be in a vill sight and forward to county office for approva specific for approval specific |
|---|--|--|
| | Approximate Cost 1000 00 | Source of Funding |
| | Transportation Information | |
| Time bus to be loaded 3:00 ar | m /pm Approximate | private auto 3/6/23 time to return Morday 3pm am Pon |
| Type of Transportation | Private Auto Commercial Carrier List Carrier | r Driver |
| Approval (granted / denied) Principal Approval (granted / denied) County C Approval (granted / denied) Transpor | 0 | Date 2-21-23, Date 2-27/2023 Date |
| Bus Number | Driver's Trip Report | Tatal Manufacture |
| Destination | | Total Number Transported |
| Times: Pre-Trip Bus available to load Departure Time Return Time | ay One Day Two am / pm | vay of week |
| Sponsor/Chaperone (Verify all times) | Driver Signature | Mileage Fuel |
| tb/2017 White - Accounting | Yellow – Transportation Office | Pink - Driver Gold - Drive |

Memorandum of Understanding

This agreement, dated this the 23rd day of January, 2023 by and between the MARION COUNTY PARKS AND RECREATION COMMISSION (MCPARC), a public corporation under and operating pursuant to the laws of the State of West Virginia, and the Marion County Board of Education, dba Fairmont Senior High School Baseball hereinafter referred to as the GRANTEE.

WHEREAS, both the MCPARC and GRANTEE individually and cooperatively exist charged with affording and ensuring their respective constituents and clientele with the provisions of optimum public service; and

WHEREAS, the MCPARC being cognizant of the GRANTEE's ability of providing its constituents with responsive and adequate services has granted that said services may take place at the Mary Lou Retton Youth Park Senior League Field, 6 Norway Road, Fairmont WV 26554.

WHEREAS, the MCPARC, acting in regular session on the 23rd day of January 2023, did authorize Tony Michalski as the MCPARC Director to execute this agreement with the GRANTEE for such services and considerations.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein provided, the MCPARC and GRANTEE agree that:

I. The GRANTEE and Fairmont Little League shall schedule the use of the Senior League Field at the Mary Lou Retton Youth Park in mutual agreement with the assistance of the MCPARC Sports Management Director. The schedule will be presented to and approved by MCPARC prior to use of the field. The GRANTEE will use the field between the dates of February 21st, 2023 and November 1st, 2023. Scheduling shall be done in a manner that will ensure the GRANTEE along with Fairmont Little League have fair and equal use of the property and maximum utilization. It will also be the responsibility of the GRANTEE to cancel events due to inclement field conditions caused by weather or other non-related reasons. The GRANTEE shall work with the Fairmont Little League and MCPARC and assist them with field usage.

- capital improvements planned, and the Marion County Parks and
 Recreation Commission shall have final approval of said projects.
- III. Capital improvements, such as a service building for restrooms and concession, must be approved by MCPARC and comply with all West Virginia State Health Regulations. The Grantee will maintain concession operation for a portable or new building at the Senior League Field. GRANTEE will provide use to Fairmont Little League and MCPARC for community use when GRANTEE is not providing this service.
- IV. The MCPARC shall provide normal and routine maintenance for the park including spring start up, grass cutting, turf maintenance and winterization.
- V. The GRANTEE shall provide sport-specific field maintenance such as infield dragging, lining of field, base placement, and maintenance.
- VI. The GRANTEE will use only use materials on the field that have been pre-approved by MCPARC. MCPARC will provide infield mix provided by Duraedge to be used on the Sr. League field.
- VII. The Grantee will meet with MCPARC representatives on the 1st week of March to discuss field maintenance. The Grantee will assign at a maximum two representatives that will attend the March meeting to be trained on the operations of the MCPARC sand pro equipment. The grantee representatives will be required to sign a waiver provided by MCPARC.
- VIII. The GRANTEE shall provide the MCPARC a list of the organization's booster officers and coaches.
 - IX. The GRANTEE shall pick up debris and litter caused by its use. Failure to keep the premise clean setting a good example for the youth may result in an assessment against the GRANTEE for the clean up cost.
 - X. The GRANTEE shall maintain liability and accident insurance for all board-sponsored participants and said insurance shall be in effect for the course of this contract. The GRANTEE shall provide MCPARC with written evidence of current insurance sufficient to effectuate this provision.
 - XI. The GRANTEE hereby agrees to indemnify, and shall protect and hold MCPARC harmless from and against liabilities, losses, claims,

alleged to arise from or in connection with the following:

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

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 GRANTEE request.

The GRANTEE shall resist and defend any action, suit or proceeding brought against MCPARC by reason of any such occurrence by counsel designated by MCPARC.

- XII. The GRANTEE agrees to promote and encourage good sportsmanship among players and coaches.
- XIII. The GRANTEE agrees to have one representative that will be designated as the MCPARC liaison. The MCPARC liaison will assess and summarize facility and organizational needs and will communicate and work with the MCPARC Director and / or the MCPARC Sports Management Director on such needs.
- XIV. This Memorandum of Understanding is for a term of February 21st, 2023 to November 1st, 2023 and shall thereafter be subject to annual renegotiation upon agreement by the MCPARC and the GRANTEE. It is mutually agreed and distinctly understood between the parties hereto that this MOU may be renewed by agreement of the parties. Either party, upon a 60-day written notice to the other party, may terminate this agreement. In any circumstance, this agreement will terminate by November 1st, 2023.
- XV. The Directors of MCPARC and the President of the MCPARC Board shall resolve any conflict between the parties in this contract.

31-2383

office prior to field or facility usage. Organizations will not be permitted to utilize MCPARC facilities without a current signed memorandum of understanding.

31-2383

IN WITNESS THEREOF, the MCPARC and the GRANTEE have caused this Memorandum of Understanding to be executed in their respective names and have caused the respective seals to be affixed hereunto and attested as of the date first written above.

THE MARION COUNTY PARKS
AND
RECREATION COMMISSION

DIRECTOR

- Date

MARION COUNTY BOARD OF EDUCATION

SUPERINTENDENT - Date

FSHS PRINCIPAL

Date

FSHS Head Baseball Coach - Date

Memorandum of Understanding

This agreement, dated this the 23rd day of January, 2023 by and between the MARION COUNTY PARKS AND RECREATION COMMISSION (MCPARC), a public corporation under and operating pursuant to the laws of the State of West Virginia, and the Marion County Board of Education, hereinafter referred to as the GRANTEE.

WHEREAS, both the MCPARC and GRANTEE individually and cooperatively exist charged with affording and ensuring their respective constituents and clientele with the provisions of optimum public service; and

WHEREAS, the MCPARC being cognizant of the GRANTEE's ability of providing its constituents with responsive and adequate services has granted that said services may take place at the Mary Lou Retton Youth Park Softball Field, 6 Norway Road, Fairmont WV 26554.

WHEREAS, the MCPARC, acting in regular session on the 23rd day of January 2023, did authorize the MCPARC Director to execute this agreement with the GRANTEE for such services and considerations.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein provided, the MCPARC and GRANTEE agree that:

- I. The GRANTEE and Fairmont Little League shall schedule the use of the Softball Field at the Mary Lou Retton Youth Park in mutual agreement. The schedule will be presented to and approved by MCPARC prior to use of the field. The GRANTEE will use the field between the dates of February 21st, 2023 and November 1st, 2023. Scheduling shall be done in a manner that will ensure the GRANTEE along with Fairmont Little League have fair and equal use of the property and maximum utilization. It will also be the responsibility of the GRANTEE to cancel events due to inclement field conditions caused by weather or other non-related reasons.
- II. To eliminate issues with the usage of the softball field the grantee will receive priority field access to the C ball/softball field for practices from 2:30pm until 5:00pm, and after 7:30pm weekdays, before 12:00pm on Saturdays and for regularly scheduled home games. The Fairmont Little League will have priority access to the field weekdays between

5:00pm and 7:30pm, Saturdays after 12:00pm and all-day Sundays. The Grantee will provide MCPARC and Fairmont Little League a home game schedule as soon as it is finalized. The Fairmont Little League will schedule their games around the GRANTEE home game schedule. The GRANTEE will work with the Fairmont Little League representatives and the MCPARC Sports Management Director when games are needed to be rescheduled. MCPARC will have final say on any schedule adjustments needed and will ensure that all parties have adequate field usage for games.

- III. The GRANTEE shall notify the MCPARC in writing of any and all major capital improvements planned, and the Marion County Parks and Recreation Commission shall have final approval of said projects.
- IV. Capital improvements, such as a service building for restrooms and concession, must be approved by MCPARC and comply with all West Virginia State Health Regulations.
- V. The MCPARC shall provide normal and routine maintenance for the park including spring start up, grass cutting, turf maintenance and winterization.
- VI. The GRANTEE shall provide sport-specific field maintenance such as infield dragging, lining of field, base placement, and maintenance.
- VII. The GRANTEE shall provide the MCPARC a list of the organization's booster officers and coaches.
- VIII. The GRANTEE shall pick up debris and litter caused by its use. Failure to keep the premise clean setting a good example for the youth may result in an assessment against the GRANTEE for the clean up cost.
 - IX. The GRANTEE shall maintain liability and accident insurance for all board-sponsored participants and said insurance shall be in effect for the course of this contract. The GRANTEE shall provide MCPARC with written evidence of current insurance sufficient to effectuate this provision.
 - X. The GRANTEE hereby agrees to indemnify, and shall protect and hold MCPARC harmless from and against liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising or alleged to arise from or in connection with the following:
 - A. Any injury to, or the death of, any person or persons, or loss or damage to property on or about the premises

- or on any adjoining property arising from or connected with the premises during the term of this CONTRACT;
- 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 GRANTEE request.

The GRANTEE shall resist and defend any action, suit or proceeding brought against MCPARC by reason of any such occurrence by counsel designated by MCPARC.

- XI. The GRANTEE agrees to promote and encourage good sportsmanship among players and coaches. The Grantee shall require comprehensive criminal background checks for any individuals working with youth.
- XII. The GRANTEE agrees to have one representative that will be designated as the MCPARC liaison. The MCPARC liaison will assess and summarize facility and organizational needs and will communicate and work with the MCPARC Director and / or Sports Management Director on such needs.
- XIII. The GRANTEE will use only materials on the field that have been preapproved by MCPARC. MCPARC will provide infield mix provided by Duraedge to be used on the Softball field.
- XIV. The Grantee will meet with MCPARC representatives on the 1st week of March to discuss field maintenance. The Grantee will assign at a maximum two representatives that will attend the March meeting to be trained on the operations of the MCPARC sand pro equipment. The grantee representatives will be required to sign a waiver provided by MCPARC.
- XV. This Memorandum of Understanding is for a term of February 21st, 2023 to July 1st, 2023 and shall thereafter be subject to annual renegotiation upon agreement by the MCPARC and the GRANTEE. It is mutually agreed and distinctly understood between the parties hereto that this MOU may be renewed by agreement of the parties. Either party, upon a 60-day written notice to the other party, may terminate this agreement. In any circumstance, this agreement will terminate by July 1st, 2023.
- XVI. The Directors of MCPARC and the President of the MCPARC Board shall resolve any conflict between the parties in this contract.

XVII. This memorandum of understanding must be returned to the MCPARC office prior to field or facility usage. Organizations will not be permitted to utilize MCPARC facilities without a current signed memorandum of understanding.

IN WITNESS THEREOF, the MCPARC and the GRANTEE have caused this Memorandum of Understanding to be executed in their respective names and have caused the respective seals to be affixed hereunto and attested as of the date first written above.

| THE MARION COU | INTY PARKS |
|----------------|------------|
| RECREATION COM | MISSION |
| | |
| | |
| DIRECTOR | - Date |

MARION COUNTY BOARD OF EDUCATION

SUPERINTENDENT - Date

3/2/23

FSAS PRINCIPAL - Date

3/2/23

FSHS Head Softball Coach - Date

Attest - MCPARC Sports Management Director - Date

Memorandum of Understanding

This agreement dated this the 13th day of February, 2023 by and between the MARION COUNTY PARKS AND RECREATION COMMISSION (MCPARC), a public corporation under and operating pursuant to the laws of the State of West Virginia, and the Marion County Board of Education, dba Fairmont Senior High School Boys and Girls Tennis, hereinafter referred to as the GRANTEE.

WHEREAS, both the MCPARC and GRANTEE individually and cooperatively exist charged with affording and ensuring their respective constituents and clientele with the provisions of optimum public service; and

WHEREAS, the MCPARC being cognizant of the GRANTEE's ability of providing its constituents with responsive and adequate services has granted that said services may take place at the East Marion Park 35 City View Terrace, Fairmont WV 26554.

WHEREAS, the MCPARC, acting in regular session on the 23rd day of January 2023, did authorize the MCPARC Director to execute this agreement with the GRANTEE for such services and considerations.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein provided, the MCPARC and GRANTEE agree that:

I. The GRANTEE and East Fairmont High School Boys and Girls Tennis shall schedule the use of the tennis courts at East Marion Park in mutual agreement with the assistance of the MCPARC Sports

Management Director. The schedule will be presented to and approved by MCPARC prior to use of the field February 27th, 2023 through May 15th, 2023. If activities are concluded prior to May 15th, GRANTEE shall notify MCPARC in writing. The GRANTEE shall turn in said schedule to the MCPARC before use takes place. Scheduling shall be done in a manner that will ensure each team fair and equal use of the property and maximum utilization. It will also be the responsibility of the GRANTEE to cancel events due to inclement court conditions caused by weather or other non-related reasons. The GRANTEE shall also work

with the Marion County Board of Education representatives and

MCPARC to assist them with field usage and agree upon a mutually 1 - 2385

beneficial schedule for both parties on the use of all tennis courts at

East Marion Park.

- II. The GRANTEE shall notify the MCPARC in writing of any and all major capital improvements planned, and the Marion County Parks and Recreation Commission shall have final approval of said projects.
- III. The MCPARC shall provide normal and routine maintenance for the tennis courts, including spring start up, grass cutting/trimming, court maintenance, fence inspection and repair.
- IV. The GRANTEE shall provide sport-specific court maintenance as needed in conjunction with the MCPARC maintenance staff.
- V. The GRANTEE shall provide the MCPARC a list of the organization's booster officers (if any) and coaches.
- VI. The GRANTEE shall pick up debris and litter caused by its use. Failure to keep the premise clean setting a good example for the youth may result in an assessment against the GRANTEE for the clean up cost.
- VII. The GRANTEE shall maintain liability and accident insurance for all board-sponsored participants and said insurance shall be in effect for the course of this contract. The GRANTEE shall provide MCPARC with written evidence of current insurance sufficient to effectuate this provision.
- VIII. The GRANTEE hereby agrees to indemnify, and shall protect and hold MCPARC harmless from and against liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising or alleged to arise from or in connection with the following:
 - A. Any injury to, or the death of, any person or persons, or loss or damage to property on or about the premises or on any adjoining property arising from or connected with the premises during the term of this CONTRACT;
 - 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 GRANTEE request.

The GRANTEE shall resist and defend any action, suit or proceeding

brought against MCPARC by reason of any such occurrence by counsel designated by MCPARC.

- IX. The GRANTEE agrees to promote and encourage good sportsmanship among players and coaches. The Grantee shall require comprehensive criminal background checks for any individuals working with youth.
- X. The GRANTEE agrees to have one representative that will be designated as the MCPARC liaison. The MCPARC liaison will assess and summarize facility and organizational needs and will communicate and work with the MCPARC Director and / or Sports Management Director on such needs.
- XI. This Memorandum of Understanding is for a term of February 27th, 2023 through May 15th, 2023 and shall thereafter be subject to annual renegotiation upon agreement by the MCPARC and the GRANTEE. It is mutually agreed and distinctly understood between the parties hereto that this MOU may be renewed by agreement of the parties. Either party, upon a 60-day written notice to the other party, may terminate this agreement. In any circumstance, this agreement will terminate by May 15th, 2023.
- XII. The Directors of MCPARC and the President of the MCPARC Board shall resolve any conflict between the parties in this contract.
- XIII. This memorandum of understanding must be returned to the MCPARC office prior to court or facility usage. Organizations will not be permitted to utilize MCPARC facilities without a current signed memorandum of understanding.

IN WITNESS THEREOF, the MCPARC and the GRANTEE hav 31-2385 caused this Memorandum of Understanding to be executed in their respective names and have caused the respective seals to be affixed hereunto and attested as of the date first written above.

| | THE MARION COUNTY PARKS AND RECREATION COMMISSION | |
|-----------------------------|---|-----------------|
| | DIRECTOR | Date |
| | MARION COUNTY BOARI | O OF EDUCATION |
| | SUPERINTENDENT | Date |
| | FSHS PRINCIPAL | 2/23/23 Date |
| | FSHS HEAD GIRLS TENN | IS COACH Date |
| | FSHS HEAD BOYS TENN | IS COACH Date |
| test - MCPARC Sports Manage | ement Director | Date |

Memorandum of Understanding

This agreement dated this the 13th day of February, 2023 by and between the MARION COUNTY PARKS AND RECREATION COMMISSION (MCPARC), a public corporation under and operating pursuant to the laws of the State of West Virginia, and the Marion County Board of Education, dba East Fairmont High School Boys and Girls Tennis, hereinafter referred to as the GRANTEE.

WHEREAS, both the MCPARC and GRANTEE individually and cooperatively exist charged with affording and ensuring their respective constituents and clientele with the provisions of optimum public service; and

WHEREAS, the MCPARC being cognizant of the GRANTEE's ability of providing its constituents with responsive and adequate services has granted that said services may take place at the East Marion Park 35 City View Terrace, Fairmont WV 26554.

WHEREAS, the MCPARC, acting in regular session on the 23rd day of January 2023, did authorize the MCPARC Director to execute this agreement with the GRANTEE for such services and considerations.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein provided, the MCPARC and GRANTEE agree that:

I. The GRANTEE and Fairmont Senior High School Boys and Girls Tennis shall schedule the use of the tennis courts at East Marion Park in mutual agreement with the assistance of the MCPARC Sports

Management Director. The schedule will be presented to and approved by MCPARC prior to use of the field February 27th, 2023 through May 15th, 2023. If activities are concluded prior to May 15th, GRANTEE shall notify MCPARC in writing. The GRANTEE shall turn in said schedule to the MCPARC before use takes place. Scheduling shall be done in a manner that will ensure each team fair and equal use of the property and maximum utilization. It will also be the responsibility of the GRANTEE to cancel events due to inclement court conditions caused by weather or other non-related reasons. The GRANTEE shall also work with the Marion County Board of Education representatives and MCPARC to assist them with field usage and agree upon a mutually

beneficial schedule for both parties on the use of all tennis courts at

East Marion Park.

31-2386

- II. The GRANTEE shall notify the MCPARC in writing of any and all major capital improvements planned, and the Marion County Parks and Recreation Commission shall have final approval of said projects.
- III. The MCPARC shall provide normal and routine maintenance for the tennis courts, including spring start up, grass cutting/trimming, court maintenance, fence inspection and repair.
- IV. The GRANTEE shall provide sport-specific court maintenance as needed in conjunction with the MCPARC maintenance staff.
- V. The GRANTEE shall provide the MCPARC a list of the organization's booster officers (if any) and coaches.
- VI. The GRANTEE shall pick up debris and litter caused by its use. Failure to keep the premise clean setting a good example for the youth may result in an assessment against the GRANTEE for the clean up cost.
- VII. The GRANTEE shall maintain liability and accident insurance for all board-sponsored participants and said insurance shall be in effect for the course of this contract. The GRANTEE shall provide MCPARC with written evidence of current insurance sufficient to effectuate this provision.
- VIII. The GRANTEE hereby agrees to indemnify, and shall protect and hold MCPARC harmless from and against liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising or alleged to arise from or in connection with the following:
 - A. Any injury to, or the death of, any person or persons, or loss or damage to property on or about the premises or on any adjoining property arising from or connected with the premises during the term of this CONTRACT:
 - 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 GRANTEE request.

The GRANTEE shall resist and defend any action, suit or proceeding brought against MCPARC by reason of any such occurrence by counsel designated by MCPARC.

- IX. The GRANTEE agrees to promote and encourage good sportsmanship among players and coaches. The Grantee shall require comprehensive criminal background checks for any individuals working with youth.
- X. The GRANTEE agrees to have one representative that will be designated as the MCPARC liaison. The MCPARC liaison will assess and summarize facility and organizational needs and will communicate and work with the MCPARC Director and / or Sports Management Director on such needs.
- XI. This Memorandum of Understanding is for a term of February 27th, 2023 through May 15th, 2023 and shall thereafter be subject to annual renegotiation upon agreement by the MCPARC and the GRANTEE. It is mutually agreed and distinctly understood between the parties hereto that this MOU may be renewed by agreement of the parties. Either party, upon a 60-day written notice to the other party, may terminate this agreement. In any circumstance, this agreement will terminate by May 15th, 2023.
- XII. The Directors of MCPARC and the President of the MCPARC Board shall resolve any conflict between the parties in this contract.
- XIII. This memorandum of understanding must be returned to the MCPARC office prior to court or facility usage. Organizations will not be permitted to utilize MCPARC facilities without a current signed memorandum of understanding.

IN WITNESS THEREOF, the MCPARC and the GRANTEE have caused this Memorandum of Understanding to be executed in their respective names and have caused the respective seals to be affilled - 2386 hereunto and attested as of the date first written above.

| | THE MARION COUN AND RECREATION COMA | |
|-------------------------------|---|--|
| | DIRECTOR | Date |
| | MARION COUNTY BE | OARD OF EDUCATION Pentar 2/22/23 Date |
| | MAYYYWWWL EFHS PRINCIPAL | 17 2 22 23 Date |
| | MAHY Hun EFHS HEAD GARLS | 2/27/23 TENNIS COACH Date |
| | EFHS HEAD BOYS T | ENNIS COACH Date |
| ttest - MCPARC Sports Managen | nent Director | Date |

Memorandum of Understanding

This agreement, dated this the 13th day of February, 2023 by and between the MARION COUNTY PARKS AND RECREATION COMMISSION (MCPARC), a public corporation under and operating pursuant to the laws of the State of West Virginia, and the Marion County Board of Education, dba East Fairmont Middle School Softball, hereinafter referred to as the GRANTEE.

WHEREAS, both the MCPARC and GRANTEE individually and cooperatively exist charged with affording and ensuring their respective constituents and clientele with the provisions of optimum public service; and

WHEREAS, the MCPARC being cognizant of the GRANTEE's ability of providing its constituents with responsive and adequate services has granted that said services may take place at the East Marion Park softball field, 35 City View Terrace, Fairmont WV 26554.

WHEREAS, the MCPARC, acting in regular session on the 23rd day of January 2023, did authorize Tony Michalski as the MCPARC Director to execute this agreement with the GRANTEE for such services and considerations.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein provided, the MCPARC and GRANTEE agree that:

I. The GRANTEE and West Fairmont Middle School Softball shall schedule the use of the softball field at East Marion Park in mutual agreement with the assistance of the MCPARC Sports Management Director. The schedule will be presented to and approved by MCPARC prior to use of the field. The GRANTEE will use the field between the dates of February 20th, 2023 and May 15th, 2023. Scheduling shall be done in a manner that will ensure the GRANTEE along with West Fairmont Middle School Softball have fair and equal use of the property and maximum utilization. It will also be the responsibility of the GRANTEE to cancel events due to inclement field conditions caused by weather or other non-related reasons. The GRANTEE shall work with the Marion County Board of Education representatives and MCPARC to

- assist them with field usage and agree upon a mutually beneficial schedule for both parties on the use of the softball field at East Marion Park.
- II. The GRANTEE shall notify the MCPARC in writing of any and all major capital improvements planned, and the Marion County Parks and Recreation Commission shall have final approval of said projects.
- III. Capital improvements, such as a service building for restrooms and concession, must be approved by MCPARC and comply with all West Virginia State Health Regulations. The Grantee shall share usage of the storage building located adjacent to the softball field and provide routine maintenance and cleaning to said building.
- IV. The MCPARC shall provide normal and routine maintenance for the park including spring start up, grass cutting, turf maintenance and winterization.
- V. The GRANTEE shall provide sport-specific field maintenance such as lining of field, base placement, and maintenance.
- VI. The GRANTEE will only use materials on the field that have been preapproved by MCPARC. MCPARC will provide materials for use on the field.
- VII. The GRANTEE shall provide the MCPARC a list of the organization's booster officers and coaches.
- VIII. The GRANTEE shall pick up debris and litter caused by its use. Failure to keep the premise clean setting a good example for the youth may result in an assessment against the GRANTEE for the clean up cost.
 - IX. The GRANTEE shall maintain liability and accident insurance for all board-sponsored participants and said insurance shall be in effect for the course of this contract. The GRANTEE shall provide MCPARC with written evidence of current insurance sufficient to effectuate this provision.
 - X. The GRANTEE hereby agrees to indemnify, and shall protect and hold MCPARC harmless from and against liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising or alleged to arise from or in connection with the following:

- A. Any injury to, or the death of, any person or persons, or loss or damage to property on or about the premises 1 238 or on any adjoining property arising from or connected with the premises during the term of this CONTRACT;
- 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 GRANTEE request.

The GRANTEE shall resist and defend any action, suit or proceeding brought against MCPARC by reason of any such occurrence by counsel designated by MCPARC.

- XI. The GRANTEE agrees to promote and encourage good sportsmanship among players and coaches.
- XII. The GRANTEE agrees to have one representative that will be designated as the MCPARC liaison. The MCPARC liaison will assess and summarize facility and organizational needs and will communicate and work with the MCPARC Director and / or the MCPARC Sports Management Director on such needs.
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- XIV. The Directors of MCPARC and the President of the MCPARC Board shall resolve any conflict between the parties in this contract.
- XV. This memorandum of understanding must be returned to the MCPARC office prior to field or facility usage. Organizations will not be permitted to utilize MCPARC facilities without a current signed memorandum of understanding.

IN WITNESS THEREOF, the MCPARC and the GRANTEE have caused this Memorandum of Understanding to be executed in their respective names and have caused the respective seals to be affixed 1 - 23000 hereunto and attested as of the date first written above.

THE MARION COUNTY PARKS AND RECREATION COMMISSION

| | RECREATION COM | MISSION |
|--------|--|---|
| _ D | DIRECTOR | - Date |
| | | |
| s | TARION COUNTY BOAR SUPERINTENDENT CHARLES COUNTY BOAR SUPERINTENDENT CHARLES COUNTY BOAR SUPERINTENDENT CHARLES COUNTY BOAR CHARL | D OF EDUCATION 2/2-7/23 - Date - Date |
| _ H | Carrie MCC CFMS HEAD SOFTBALL | Coach - Date |

Memorandum of Understanding

This agreement, dated this the 13th day of February, 2023 by and between the MARION COUNTY PARKS AND RECREATION COMMISSION (MCPARC), a public corporation under and operating pursuant to the laws of the State of West Virginia, and the Marion County Board of Education, dba West Fairmont Middle School Softball, hereinafter referred to as the GRANTEE.

WHEREAS, both the MCPARC and GRANTEE individually and cooperatively exist charged with affording and ensuring their respective constituents and clientele with the provisions of optimum public service; and

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- field usage and agree upon a mutually beneficial schedule for both parties on the use of the softball field at East Marion Park.
- II. The GRANTEE shall notify the MCPARC in writing of any and all major capital improvements planned, and the Marion County Parks and Recreation Commission shall have final approval of said projects.
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- VIII. The GRANTEE shall pick up debris and litter caused by its use. Failure to keep the premise clean setting a good example for the youth may result in an assessment against the GRANTEE for the clean up cost.
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 - X. The GRANTEE hereby agrees to indemnify, and shall protect and hold MCPARC harmless from and against liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising or alleged to arise from or in connection with the following:
 - A. Any injury to, or the death of, any person or persons, or loss or damage to property on or about the premises

- or on any adjoining property arising from or connected with the premises during the term of this CONTRACT;
- 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 GRANTEE request.

The GRANTEE shall resist and defend any action, suit or proceeding brought against MCPARC by reason of any such occurrence by counsel designated by MCPARC.

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THE MARION COUNTY PARKS
AND
RECREATION COMMISSION

| | | <u>-</u> |
|----------|--------|----------|
| DIRECTOR | - Date | |

MARION COUNTY BOARD OF EDUCATION

SUPERINTENDENT

bar.

WFMS PRINCIPAL

- Date

WFMS HEAD SOFTBALL Coach - Date

Attest - MCPARC Sports Management Director

- Date

OFFICIAL MINUTES Marion County Board of Education Regular Session Monday, February 20, 2023 CENTRAL OFFICE

31-2389

6:00 pm

The meeting was held in the Central Office Conference Room and streamed on our webpage at Marionboe.com.

Mr. Pellegrin gave the invocation and Keith Davis, Computer Technician, led the Pledge of Allegiance.

The Marion County Board of Education met in a Regular Session on Monday, February 20, 2023 at 6:00 pm.

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

MEMBERS PRESENT: Mr. Boyles, Mrs. Costello, Mr. Dragich, Mr. Pellegrin, Rev. Saunders (BY PHONE) and Superintendent Dr. Heston

29-1000 INFORMATION - RECOGNITIONS - RECOMMENDATIONS - REPORTS

- 1) Voice of Democracy Contest 1st Place winner in the county and 2nd place winner in the district NMHS. In addition to the student recognition, several teachers were recognized.
- 2) Marion County CTE Month Proclamation for CTE Month was presented to Mr. Jay Michaels and Marion County Technical Center students and staff.
- 3) Danielle McDaniel & Tina Shaw Young Leaders Program
- 4) Dr. Mary Lynn Westfall, Principal, EFHS Presentation on Student Achievement and Other Student Factors, Data, and Programs
- 5) Public Relation Reports:

WVSBA Committee on Legislation - Mrs. Donna Costello
WVU Extension Agency - Mrs. Donna Costello
Marion County Health Department - Mr. George C. Boyles
Marion County Chamber of Commerce - Ms. Mary Jo Thomas
Marion County Parks and Recreation - Mrs. Cathy Maxwell and Mr.
Bob Brookover

Marion County Public Library - Joan Schrorering to continue through 6-30-23

Stadium Advisory Council - Jeremy Laird, Mr. Dragich & Mike Talkington

Fairmont State University - Mr. Skarzinski

NEW BUSINESS

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

29-2000 MINUTES - AGREEMENTS - CONTRACTS

2347 MINUTES

The approval of the Official Minutes for the meeting for a Regular Meeting on February 6, 2023.

2349 <u>SCALISE INDUSTRIES/THRASHER/EMCOR - PAY REQUEST 5 - NMHS</u> HVAC PROJECT

The approval of the Pay App #5 to pay Scalise Industries/EMCOR/THRASHER, in the amount of \$120,825.00, the NMHS HVAC Project for application date 01/10/23. FUNDING: ESSERF Round 3

2350 STIPEND

The approval of the spring stipend for Marion County BOE full time or half time regular/permanent employees who worked beyond the contracted or employment term, in the amount of \$1,250.00 per employee. FUNDING: Excess Levy

2351 YOUNG LEADERS PROGRAM - SPONSORSHIP

The approval of the request from Marion County Chamber to sponsor the Young Leaders Program with a 50% of the budget amount of \$7,525.00, with a sponsor amount of \$3,762.50. FUNDING: County

2352 STAGE DROP - MCTC - PURCHASE STAGE

The approval of the quote from Stage Drop to purchase a stage for MCTC, in the amount of \$11,552.78. FUNDING: Capital Improvements-\$10,650.51 and MCTC-\$902.27.

OTHER BIDS: Stage Depot-\$20,344.83 and Amazon-Not currently available

2353 FSU - FACILITIES RENTAL AGREEMENT

The approval of the Facilities Rental Agreement for Marion County Schools to use to use pool at Fairmont State University for one year at zero cost.

2354 FIELD TRIP - OVERNIGHT - PRIVATE AUTO

The approval of the following:

EFHS – **Basketball**, request permission to use private auto to travel to Charleston, WV, March 8-11, 2023, for the state basketball tournament. Parents driving their own students.

Approximate number of students: 25

Chaperone(s): James Beckman, Genie Reesman, Brad Heltzel & John Bowman

Approximate Cost: \$1,000

Source of funds: School/Boosters Number of school days lost: 3

2355 FIELD TRIP - OVER NIGHT - PRIVATE AUTO

The approval of the following:

31-2389

<u>FSHS - Poetry Out Loud</u>, request permission to use private auto to travel to Charleston, WV, Clay Center, March 10-11, 2023 for a WV State Competition.

Approximate number of students: 1

Chaperone(s): Adrin Fisher – Parents driving their own child.

Approximate Cost: \$0.00 Source of funds: State

Number of school days lost: 1

2356 FIELD TRIP - OVER NIGHT - PRIVATE AUTO

The approval of the following:

<u>FSHS – Mat Maids</u>, request permission to use private auto to travel to Huntington, WV, March 2-5, 2023, for the Wrestling State Tournament.

Approximate number of students: 5

Chaperone(s): Michael Fortier and Monica Thomas – Board approved chaperone

list and students riding with their own parents.

Approximate Cost: \$500.00

Source of funds: Wrestling Boosters
Number of school days lost: 1 1/2

2357 FIELD TRIP - OVER NIGHT -COUNTY BUS

The approval of the following:

FSHS - Thespians, request permission to use a county bus to travel to WVU Creative Arts Center, March 30-April 1, 2023 for the State Thespian Festival.

Approximate number of students: 30

Chaperone(s): John Foley, Erik Zuchowski, Tricia Parker

Approximate Cost: \$500.00 per person

Source of funds: Students Number of school days lost: 2

2358 <u>FIELD TRIP – OVER NIGHT – PRIVATE AUTO</u>

The approval of the following:

NMHS – Boys Basketball, request permission to use private auto to travel to Charleston, WV, Civic Center, March 15-19, 2023, for the state tournament.

Students riding with their own parent and board approved chaperones.

Approximate number of students: 20

Chaperone(s): Steven Harbert, Tim Murphy, Troy Shuck, Justin Balwanz.

(Students riding with their own parents)

Parents driving their own students.

Approximate Cost: \$5,000.00 Source of funds: Boosters Number of school days lost: 3

2359 FIELD TRIP - OVER NIGHT - PRIVATE AUTO

The approval of the following:

NMHS – Girls Basketball, request permission to use private auto to travel to Charleston, WV, March 8-12, 2023 the state tournament. (Students riding with their own parents and board approved chaperones)

Approximate number of students: 20

Chaperone(s): Mike Parris, Jeff Hyde and Brian Townsend

Approximate Cost: \$5,000.00 Source of funds: School/Boosters Number of school days lost: 3

2360 FIELD TRIP - OVER NIGHT - PRIVATE AUTO

The approval of the following:

EFHS – Boys Varsity Basketball, request permission to use private auto to travel to Charleston, WV, March 16-18, 2023 for the State basketball tournament.

Approximate number of students: 15

Chaperone(s): Ty Asterino, Tony Corley, Ron Jones, Carter DeVault (Students

riding with their own parents)
Approximate Cost: \$1,500.00
Source of funds: Boosters/school
Number of school days lost: 2

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

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

29-3000 FINANCIAL

3028 Vendor List dated February 15, 2023 are viewable in the attachments on the Marionboe.com website.

3029 Monthly Treasurers report dated February 15, 2023 are viewable in the attachments on the Marionboe.com website.

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

Mr. Boyles made a motion, seconded by Mr. Dragich to approve the following: EXCEPT FOR ITEMS 4331, 4332, 4333 which must be voted on separately.

29-4000 PERSONNEL

The Superintendent reserved the right to submit an alternate name during the meeting when necessary.

4321 EMPLOYMENT - PAID COACHES

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

Fairmont Senior High School

C22 12 06 11

Clara Deskins

Girls' Tennis

SSAC-Pending

C22 12 06 12

Clara Deskins

Boys' Tennis

SSAC-Pending

C22 12 06 10

Jennifer Nichols Softball/Assistant

SSAC-Pendina

4322 VOLUNTEER - COACHES

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

Fairmont Senior High School

C22 12 06 47

Jessica Bedford Softball/Volunteer

SSAC-Pendina

4323 RESIGNATIONS - PROFESSIONAL PERSONNEL-21st CENTURY PROGRAM

The approval of the professional resignations as follows:

Max Gray

Enrichment Instructor-Watson Elementary

Effective: February 8, 2023

4324 LEAVE OF ABSENCE - PROFESSIONAL PERSONNEL

The approval of the following:

Loran Lowdermilk

Teacher East Fairmont Middle School

Request a leave of absence from February 10, 2023 to June

30, 2023.

Joshua Mason

Teacher

North Marion High School

Request a leave of absence from March 22, 2023 to June 1,

2023.

4325 EMPLOYMENT - SUBSTITUTE TEACHERS

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

Cathy Aites

Sub Permit-Pending

Sandra Elliott

Professional

4326 REASSIGNMENT - PROFESSIONAL PERSONNEL

The approval of the following:

From:

To:

P23 01 25 01

Christopher Binotto

Assistant Principal

Principal

Rivesville Elementary/Middle

Pleasant Valley Elementary

225 Days

225 Days

Effective: 2023-24 School Year

§18A-4-7a

Wendie Martin

Grade 3

Grade 2

Blackshere Elementary

Blackshere Elementary

200 Days

200 Days

Effective: 2023-24 School Year

4327 RETIREMENT - SERVICE PERSONNEL

The approval of the service personnel retirements as follows:

Kenneth Davidson

Bus Operator #15-22

Transportation Dept.

200 Days

Effective:

June 30, 2023

Mary Gower

Cook-Half Time

East Dale Elementary/Meadowdale

200 Days

Effective:

June 30, 2023

Rebecca Miller Autism Mentor-Itinerant

Jayenne Elementary

200 Days

Effective:

June 30, 2023

Lisa Poling

Accounts Payable Supervisor

Central Office 261 Days

Effective:

June 30, 2023

4328 LEAVE OF ABSENCE - SERVICE PERSONNEL

The approval of the following:

Lydia Buonamici

Cook

North Marion High School

Request a leave of absence from January 19, 2023 to January 23, 2023.

Lydia Buonamici

Cook

North Marion High School

Request a leave of absence on February 6, 2023.

Chad Grove

Custodian

Watson Elementary

Request a leave of absence from January 11, 2023 to January

17, 2023.

Chad Grove

Custodian

Watson Elementary

Request a leave of absence from January 30, 2023 to February

3, 2023.

Larry Mays

Custodian

Mannington Middle School

Request a leave of absence from January 31, 2023 to April 30,

2023. •

Misty Owens

LPN/Aide

Fairmont Senior High School

Request a leave of absence from February 6, 2023 to March 6,

2023.

Kimberly Seccuro Autism Mentor Fairmont Senior High School

Request a leave of absence from February 9, 2023 to March 5,

2023.

4329 REASSIGNMENT - SERVICE PERSONNEL

The approval of the following:

From:

To:

S23 01 24 01

F. Andy Price

General Maintenance/

Supervisor of Maintenance

Heavy Equipment operator/

Mason/Truck Driver

Maintenance Dept.

Maintenance Dept.

261 Days

261 Days

7:30 am-3:30 pm

7:30 am-3:30 pm

Effective: February 22, 2023

4330 EMPLOYMENT - SUBSTITUTE SERVICE PERSONNEL

The approval of the following as substitute service personnel pending completion of training and CIB results:

Substitute Cook

S23 01 05 04

Holly Draper

Substitute Cook S23 12 01 04

Petra Moore

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

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

4331 SUSPENSIONS -PROFESSIONAL

The approval of <u>Charles Justin Shaw</u>, Teacher, be suspended for <u>3 school days</u> and to be served on <u>February 8-February 10, 2023</u> 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:

4332 SUSPENSIONS -SERVICE

The approval of Rebecca Tennant, Secretary/Accountant, be suspended for <u>3</u> school days and to be served on <u>February 3-February 7, 2023</u> for Failure to report to work or properly enter an absence.

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

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

4333 TERMINATION -SERVICE

The approval of <u>Jessica Hibbs</u>, Custodian, be terminated for Willful Neglect of Duty.

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

29-5000 DISCUSSION - NEW POLICIES, REVISIONS & DELETIONS

First Review - 2-9-23

Second Review - 2-20-23

Third Reading - 3-6-23

5050-REVISION - PO4124.02 - CONTINUING CONTRACT - SERVICE

5051-REVISION - PO3120 - EMPLOYMENT OF PROFESSIONAL PERSONNEL

5052-REVISION - PO3120.04 - EMPLOYMENT OF SUBSITUTES

5053-REVISION - PO3217 - WEAPONS

5054-REVISION - PO4217 - WEAPONS

5055-NEW - PO2370.04 - LEARNING PODS AND MICRO SCHOOLS

5056-NEW - PO2371 - HOPE SCHOLARSHIP PROGRAM

5057-REVISION - PO5111 - ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS FOR ENROLLMENT

5058-REVISION - PO3213 - STUDENT SUPERVISION AND WELFARE BY PROFESSIONAL STAFF

5059-NEW - PO9505 - CHARTER SCHOOLS

5060-REVISION - PO4130 - ASSIGNMENT AND TRANSFER OF SERVICE PERSONNEL

5061-REVISION - PO3130.01 - TRANSFER

5062-NEW - PO2522 - INSTRUCTIONAL MATERIALS INSPECTION AND RIGHT TO FILE COMPLAINT

29-6000 SUPERINTENDENT'S REPORT

Student Achievement – Governor Justice will be visiting MC Tomorrow & Game Changer Initiative at FSU.

2nd Bench Mark - Achievement Growth

Technology Transportation

Facilities Maintenance **Monitoring the East Dale Addition project**

29-7000 MATTERS FROM THE BOARD

Mr. Boyles -Mr. Dragich -

School Assessment
Art Work Appreciated

Bands and Chorus Group Pictures

Mr. Pellegrin -

Band going to the middle schools is a great idea.

Mr. Saunders -

Conference – Community does not realize what all

the employees do.

Mrs. Costello -

Conference in Charleston – Student focused Senate Bill 560. People need to pay attention

Ready, Write, Read Initiative National Read Across America

If employees reach out to board members regarding personnel season, please do not

comment because you will need to recuse yourself.

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

7039 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. Pellegrin to approve the following: **7040 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

29-8000 LEGAL UPDATE

29-9000 FUTURE MEETINGS

| I Office |
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| 1 0 1 0 1 0 1 0 1 0 |

Mr. Saunders left the meeting at 7:09

ADJOURNED

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

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

Mrs. Donna Costello, President

Dr. Donna Heston, Superintendent/Secretary

Robin Haught, Executive Secretary

Marion County Schools - BOOSTER INFO / 2022-2023

| School West Fairmont Middle School |
|--|
| Booster Group WFMS Polar Cub Girls Basketball |
| 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: WFMS Polar Cub Girls Basketball |
| 2) Booster Group FEIN (MUST INCLUDE A COPY OF THE IRS FEIN VERIFICATION FORM): 84-3766043 |
| 3) Booster Group by-laws submitted by August 1 st of each year: (UPDATED) Date received 2-21-23 |
| 4) Date of the election of booster officers: 11-14-22 |
| 5) Name of booster President: Tricia Oliveto Phone # 304-476-6588 |
| 6) Name of booster Vice President: Anthony Abel Phone # 364-677-5336 |
| 7) Name of booster Secretary: Charlie Sexton Phone # 304-641-4307 |
| 8) Name of booster Treasurer: Danielle Cimaglia Phone #304-612-7660 |
| 9) Booster fundraisers listed on school fundraiser calendar in the main office: |

| 10) Proof of booster Liability Insurance to principal (Must include Marion County Schools as an additional insured): Date submitted: 2-27-23 |
|--|
| 11) Submit annual financial statement for year ending June 30, 2022 of the school support organization with this application: Date submitted: 2-21-23 |
| 12) Attach a copy of the Booster Annual Financial report/year ending bank statement as of June 30, 2022 215. 2-27-23 |
| 13) Financial records submitted to the principal at the conclusion of the season: |
| 14) Principal is to receive 2 copies of the annual financial statements by each school support organization: |
| 15) An inventory of all uniforms, equipment, and other team merchandise has been submitted to the school principal. |
| 16) All items provided to athletes and coaches to be returned at the end of the year. |
| |
| Signatures |
| Principal June ann Haught |
| (Submit to Superintendent prior to July 15) |
| |
| |
| Superintendent |
| (To be approved by Board first meeting in July) |

FILE WITH TREASURER OF MARION COUNTY BOARD OF EDUCATION.

ANNUAL FINANCIAL REPORT 2021-2022

| school We | st Fairm | iont Mi | iddle | Schoo | |
|-----------------|----------|---------|-------|---------|-----------|
| Booster Group _ | WEMS | Polar (| Cub C | airls B | asketball |

Reconciled Beginning Balance as of July 1, 2021 Total Annual Income Total Annual Expenses Reconciled Ending Balance as of June 30, 2022

268.62 6,830.00 ADD 5,290.80 SUBTRACT 1,867.82

Booster President Signature

Boostor Tronsuror Signaturo

Date of this notice: 11-21-2019

Employer Identification Number: 84-3766063

Form: SS-4

Number of this notice: CP 575 E

WFMS POLAR CUB GIRLS BASKETBALL % SHELLY SHUCK 1107 FLEMING AVE 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 84-3766063. 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.



Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • (814) 870.2000 Toll Free 1.800.458.0811 • Fax (814) 870.3126 • www.erieinsurance.com

10/04/22

Named Insured and Address:

Agency Name and Number:

WEST FAIRMONT MIDDLE SCHOOL GIRLS BASKETBALL BOOSTERS 110 10TH ST FAIRMONT WV 26554-3607 UNITED SECURITY AGENCY

EE1205

EE1205

Dear Policyholder:

Proof of insurance coverage will be issued to each of the entities listed below. The applicable policy numbers are shown with each name and address. The code next to each policy number indicates the type of insurance coverage shown on the certificate. These codes mean the following:

G = General Liability

W = Workers Compensation and Employers Liability

E = Excess Liability

A = Automobile Liability

A 'Y' under the Additional Insured heading indicates additional insured status.

We would like to confirm the Certificate Holders as currently listed under your policy. Please take a few minutes to review the list below and contact your Agent with any changes.

ERIE appreciates your business and wants to continue to be Above All in Service.

Name and Address

Policy Number(s) & Type of Insurance Code

Additional Insured

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

Q355800041 (



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/1/2023

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(les) 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).

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|-------------|---------------|---|-----------|---------------------------|---|---|-----------------------------|--------------|--|-------------|----------|
| | | Security Agency, Inc. | | | | NAME: | Carla Dobl | bins | | | |
| PC |) Bo | x 1023 | | | | PHONE (AC. No. Ext): 304-848-2642 FAX (AC. No.): 304-842-7321 | | | | | |
| Br | dge | port WV 26330 | | | | ADDRESS: cdobbins@unitedsecurityagency.com | | | | | |
| | | | | | | | INS | URER(8) AFFO | RDING COVERAGE | | NAIC# |
| | | | | | | INSURE | RA: ERIE IN | | | | 26830 |
| | JRED | Salamana Mikhilia Ostasa Otto Bu | | | WFMSGIR-01 | INSURE | | SH 1981 | | | 20000 |
| 11 | ฮธเ r ก 1ก | airmont Middle School Girls Ba th Street | sket | ball b | Boosters | INSURE | | | | _ | |
| | | nt WV 26554 | | | | INSURE | | | | | |
| | | | | | | INSURE | | | | | |
| | | | | | | | | | | | · |
| CO | VER | AGES CER | TIFIC | CATE | NUMBER: 248913511 | INSURE | KF: | | DEVICION NUMBER | | |
| T | HIS I | S TO CERTIFY THAT THE POLICIES | OF | NSU | RANCE LISTED BELOW HAY | Æ BEE | N ISSUED TO | THE INSUR | REVISION NUMBER: | DOLLO | / DEDICO |
| C | ERTI | ATED. NOTWITHSTANDING ANY REFICATE MAY BE ISSUED OR MAY ISSUED SHOW AND CONDITIONS OF SUCH | PER1 | KEME TAIN. | NI, IERM OK CONDITION THE INSURANCE AFFORD | OF ANY | Y CONTRACT | OR OTHER | DOCUMENT WITH RESPECT | | |
| INSR LTR | T | TYPE OF INSURANCE | ADDL | SUBR | THE THE | OCEIAL | POLICY EFF (MMW/DD/YYYY) | POLICY EXP | | | |
| A | Х | COMMERCIAL GENERAL LIABILITY | INSD Y | WWO | POLICY NUMBER Q35-5800041 | (1) | | | Lilerts | | |
| ' | - | | Ι' | | Q35-3600041 | | 11/8/2022 | 11/8/2023 | EACH OCCURRENCE \$1 | 1,000,000 | |
| | \vdash | CLAIMS-MADE X OCCUR | | i | | | 82 | | PREMISES (Ea occurrence) \$1 | 1,000,000 | |
| | \vdash | | | | | [| | | MED EXP (Any one person) \$ 5 | 5,000 | |
| | ш | | | ł | | | | | PERSONAL & ADV INJURY \$ 1 | 1,000,000 | |
| | _ | L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE \$ 2 | 2,000,000 | |
| | X | POLICY PRO- LOC | | | | | | | | 2,000,000 | |
| | لسا | OTHER: | | | | | | | \$ S | | |
| | AUT | OMOBILE LIABILITY | | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ | | |
| | | ANY AUTO | | | | | | | BODILY INJURY (Per person) \$ | - | |
| | | ALL OWNED SCHEDULED AUTOS | | | | i | | | BODILY INJURY (Per accident) \$ | | |
| | | HIRED AUTOS NON-OWNED AUTOS | | | | - 1 | - | | PROPERTY DAMAGE | | |
| L | 10 | | | | | | | | (Per accident) \$ | | |
| | | UMBRELLA LIAB OCCUR | | | | | | | | | |
| | | EXCESS LIAB CLAIMS-MADE | | | | | | | EACH OCCURRENCE \$ | | |
| | | DED RETENTION\$ | | | | | | | AGGREGATE \$ | | |
| | | KERS COMPENSATION | | | | | | | PER OTH- | | |
| | | EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE TO THE PROPRIETOR PARTNER/EXECUTIVE TO THE PROPRIETOR PARTNER PROPRIETOR PARTNER PROPRIETOR PARTNER | | | | | | | | | |
| | OFF | CERMEMBER EXCLUDED? | N/A | | | | ŀ | | E.L. EACH ACCIDENT \$ | | |
| | Www | describe under RIPTION OF OPERATIONS below | | | | | 1 | | E.L. DISEASE - EA EMPLOYEE \$ | | |
| | DES | NIFTION OF OPERATIONS BEIOW | - | | | | | | E.L. DISEASE - POLICY LIMIT \$ | | |
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| DES | RIPT | ON OF OPERATIONS / LOCATIONS / VEHICL | E0 // | 0000 | 404 Additional Procedure Colonia | | | | | | |
| EVI | Jeno | of Insurance County Board of Education is listed a | | | | | | | ed) | | |
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| | | | ACC | CAPINATION ORDANCE WIT | H THE POLIC | REOF, NOTICE WILL BE Y PROVISIONS. | DELIVE | RED IN | | | |
| | | Marion County Board of Ed | | ion | | | | | · | | |
| | | 1516 Mary Lou Retton Drive Fairmont WV 26554 | Ð | | İ | AUTHOR | IZED REPRESEN | TATIVE | | | |
| | | . annount III 20007 | | | | 1 | 1 | 1011. | | | |
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3/1/2023

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| 3/1/2023 | SEQUEL47F/MARIONINV - Design | | 9:03:0 | 03 AM |
|-------------------------------------|-------------------------------|-----------------------|---------------|-----------------|
| DEFAULT ACCOUNT NUMBER | VENDOR NAME | AMOUNT OF CHECK | CHECK DATE | CHECK NUMBER |
| 61.05110.31391.345.000.0000.0000.00 | ABSOLUTE ASSURANCE DRUG | 812.00 | 2/23/23 | 238986 |
| 61.05110.31391.345.000.0000.0000.00 | ABSOLUTE ASSURANCE DRUG | 2,333.00 | 2/23/23 | 238986 |
| 11.00000.12621.431.002.0000.0000.00 | ACE HARDWARE | 49.73 | 2/20/23 | 238950 |
| 61.02310.21210.611.001.0000.0000.00 | ADAMS OFFICE SUPPLY CO. | 298.00 | 2/27/23 | 238999 |
| 61.02310.21210.611.501.0000.0000.00 | ADAMS OFFICE SUPPLY CO. | 26.00 | 2/27/23 | 238999 |
| 11.00000.00476.004.000.0000.0000.00 | AIG VALIC | 203.50 | 2/16/23 | 238871 |
| 11.00000.12621.431.002.0000.0000.00 | AIRGAS USA, LLC | 31.74 | 2/17/23 | 238896 |
| 61.05210.31344.611.000.0000.0000.00 | AIRGAS USA, LLC | 262.67 | 2/20/23 | 238951 |
| 61.05210.31344.611.000.0000.0000.00 | AIRGAS USA, LLC | 286.73 | 2/23/23 | 238984 |
| 61.88310.13121.581.006.0000.0000.00 | ALANDIS CRUMP | 66.81 | 2/15/23 | 238805 |
| 61.88310.13121.431.303.0000.0000.00 | ALASKY'S INC. | 90.00 | 2/27/23 | 239013 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 21.72 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 34.39 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 35.37 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 38.36 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 44.52 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 45.25 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 47.06 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 54.30 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 54.30 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 54.30 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 58.17 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 59.73 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 71.36 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 77.83 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 80.51 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 85.18 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 98.82 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 116.24 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 119.18 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 122.54 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 124.41 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 127.00 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 130.26 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 140.22 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 143.46 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 147.82 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 163.26 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 165.69 | 2/21/23 | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 169.05 | | 238968 |
| 61,88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 171.68 | | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 177.75 | | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 183.52 | | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 194.26 | | 238968 |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 197.81 | | |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 213.25 | | |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 225.10 | | |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 226.71 | | |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | 293.56 | | |
| 61.88310.13121.634.006.0000.0000.00 | ALFRED NICKLES BAKERY, INC. | | 2/21/23 | |
| 11.00000.11111.581.001.0000.0000.00 | ALLEN CANFIELD | 85.48 | | |
| 11.00000.11111.582.001.0000.0000.00 | ALLEN CANFIELD | 7.99 | | |
| 11.00000.00479.004.000.0000.0000.00 | AMERICAN FIDELITY ASSURANCE C | | | 238873 |
| | 10.140.200.17/QTEMP/SQLE32582 | Page 1 | or 12 | |

| 3/1/2023 | SEQUEL47F/MARIONINV - Design | 9:03:03 AN |
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| 3/1/2023 | SEQUEL47F/MARIONINV - Design | | 9:03:0 | U3 AM |
|--|-------------------------------------|-----------------|---------|--------|
| DEFAULT | 145115.00 | AMOUNT | CHECK | CHECK |
| ACCOUNT | VENDOR NAME | CHECK | CHECK | NUMBER |
| NUMBER | AMERIPRISE FINANCIAL SERVICES | 50.00 | 2/16/23 | 238866 |
| 11.00000.00476.004.000.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | 64.20- | | 238897 |
| 11.00000.12621.431.002.0000.0000.00 | AMTOWER AUTO SUPPLY INC. | 77.81 | 2/17/23 | 238897 |
| 11.00000.12621.431.002.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | 126.97- | | 238897 |
| 11.00000.12621.431.002.0000.0000.00 | | 573.44 | 2/17/23 | 238897 |
| 11.00000.12621.431.002.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | 34.20 | 2/17/23 | 238897 |
| 11.00000.12791.667.003.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | 41.22 | 2/17/23 | 238883 |
| 11.00000.12791.667.003.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | | 2/17/23 | 238883 |
| 11.00000.12791.667.003.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | 72.48 119.16 | 2/17/23 | 238897 |
| 11.00000.12791.667.003.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | | | 238897 |
| 11.00000.12791.667.003.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | 132.42 | 2/17/23 | |
| 11.00000.12791.667.003.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | 155.44 | 2/17/23 | 238883 |
| 11.00000.12621.431.002.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | 79.54 | 2/28/23 | 239044 |
| 11.00000.12791.667.003.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | 41.00 | 2/28/23 | 239026 |
| 11,00000.12791.667.003.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | 55.40 | 2/28/23 | 239026 |
| 11.00000.12791.667.003.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | 78.86 | 2/28/23 | 239026 |
| 11.00000.12791.667.003.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | 137.28 | 2/28/23 | 239026 |
| 11.00000.12791.667.003.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | 333,13 | 2/28/23 | 239026 |
| 11.00000.12791.667.003.0000.0000.00 | AMTOWER AUTO SUPPLY, INC. | 354.76 | 2/28/23 | 239026 |
| 61.43210.22150.581.211.0000.0000.00 | AMY MICHAEL | 53.06 | 2/15/23 | 238807 |
| 61.43210.21210.581.205.0000.0000.00 | AMY SAUNDERS | 235.80 | 2/15/23 | 238809 |
| 61.43210.21210.581.001.0000.0000.00 | ANGELA BETONTE | 150.65 | 2/15/23 | 238808 |
| 11.00000.12621.431.402.0000.0000.00 | APPALACHIAN SIGNALS & PRODUCT | 807.57 | 2/17/23 | 238898 |
| 61.41210.12170.571.001.0000.0000.00 | APPLE ANNIE'S | 270.80 | 2/17/23 | 238921 |
| 61.41310.12170.571.001.0000.0000.00 | APPLE ANNIE'S | 395.00 | 2/27/23 | 239000 |
| 11.00000.12621.431.002.0000.0000.00 | ATCO INTERNATIONAL COMPANY | 2,748.65 | 2/17/23 | 238920 |
| 61.43210.21210.581.001.0000.0000.00 | AUDRA MOORE | 180.46 | 2/15/23 | 238810 |
| 11,00000,12791.667.003.0000.0000.00 | AULTMAN DISTRIBUTORS, INC. | 3.72 | 2/17/23 | 238899 |
| 11.00000.12621.431.002.0000.0000.00 | AULTMAN DISTRIBUTORS, INC. | 1,438.84 | 2/20/23 | 238953 |
| 11.00000.12791.667.003.0000.0000.00 | AULTMAN DISTRIBUTORS, INC. | 11.22 | 2/28/23 | 239027 |
| 11.00000.11111.611.101.2320.0000.00 | BANDLAND, LLC | 25.00 | 2/27/23 | 239001 |
| 11.00000.11111.611.101.2320.0000.00 | BANDLAND, LLC | 58.50 | 2/27/23 | 239001 |
| 11,00000.11111.611.101.2320.0000.00 | BANDLAND, LLC | 81.50 | 2/27/23 | 239001 |
| 11.00000.11111.611.101.2320.0000.00 | BANDLAND, LLC | 365.93 | 2/27/23 | 239001 |
| 61.41210.12213.643.211.0000.0000.00 | BARNES & NOBLE BOOKSELLERS | 861.25 | 2/17/23 | 238922 |
| 61.02310.21210.642.001.0000.0000.00 | BARNES & NOBLE BOOKSELLERS | 162.50 | 2/20/23 | 238954 |
| 11.00000.12621.431.002.0000.0000.00 | BEACON ROOFING SUPPLY COMPAN | 4,161.54 | 2/17/23 | 238923 |
| 11.00000.22150.341.001.0000.0000.00 | BEST LIFE THERAPY, LLC | 7,776.00 | 2/17/23 | 238925 |
| 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 6.62 | 2/17/23 | 238884 |
| 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 32.30 | 2/17/23 | 238884 |
| 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 37.28 | 2/17/23 | 238884 |
| 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 74.56 | 2/17/23 | 238884 |
| 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 160.34 | 2/17/23 | 238884 |
| 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 188.50 | | |
| 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 215.15 | | |
| 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 318.25 | | |
| | BLUE BIRD BUS SALES OF | 319.64 | | |
| 11.00000.12791.667.003.0000.0000.00 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 337.98 | | |
| 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 602.25 | | |
| | BLUE BIRD BUS SALES OF | 1,224.47 | | |
| 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 2,038.98 | | |
| 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 2,287.68 | | |
| 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 3,910.24 | | |
| 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 139.73 | | |
| 11.00000.12791.667.003.0000.0000.00 | 10.140.200.17/QTEMP/SQLE32582 | Page 2 | | |
| | , o, 140,200, 111 0 1 Citil 10 00 C | | | |

| EQUEL47F/MARIONINV - | Design | 9:03:03 AM |
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| DEFAULT | | AMOUNT | | 1 |
|--|-------------------------------|-----------|---------------|-----------------|
| ACCOUNT NUMBER | VENDOR NAME | | CHECK DATE | CHECK NUMBER |
| 11.00000.12791.667.003.0000.0000.00 | BLUE BIRD BUS SALES OF | 321.03 | 2/28/23 | 239028 |
| 61.41210.11111.643.001.0000.0000.00 | BOOKS-A-MILLION.COM,INC. | 5,118.60 | 2/17/23 | 238926 |
| 11.00000.11111.641.701.2700.0000.00 | BRIGGS HEALTHCARE | 1,207.61 | 2/28/23 | 239046 |
| 11.00000,12621.431.002.0000.0000.00 | BRIGHTLY SOFTWARE, INC. | 10,831.65 | 2/22/23 | 238973 |
| 61.02210.41471.581.402.0000.0000.00 | BRITTANY RHOADES | 150.00 | 2/15/23 | 238811 |
| 11.00000,12621.431.302.0000.0000.00 | BROOKLINE SHADE COMPANY | 3,357.00 | 2/17/23 | 238901 |
| 11.00000.12621.431.002.0000.0000.00 | C & B MATERIAL HANDLING, LLC | 92.00 | 2/20/23 | 238955 |
| 11.00000.12120.582.503.2400.0000.00 | CARRIE ELMLINGER | 200.00 | 2/28/23 | 239023 |
| 61.08170.12213.581.001.0000.0000.00 | CATHIE METHENY | 37.84 | 2/15/23 | 238812 |
| 61.43310.21210.652.501.0000.0000.00 | CDW GOVERNMENT, LLC | 1,924.00 | 2/27/23 | 239002 |
| 71.43280.21210.652.302.0000.0000.00 | CDW GOVERNMENT, LLC | 2,000.06 | 2/27/23 | 239002 |
| 11.00000.12791.667.003.0000.0000.00 | CERTIFIED LABORATORIES | 1,516.29 | 2/17/23 | 238885 |
| 11.00000.12791.667.003.0000.0000.00 | CERTIFIED LABORATORIES | 791.04 | 2/28/23 | 239029 |
| 11.00000.12791.667.003.0000.0000.00 | CERTIFIED LABORATORIES | 791.04 | 2/28/23 | 239029 |
| 11.00000.11111.581.402.0000.0000.00 NEV | CHAD GLOVER | 47.49 | 2/15/23 | 238836 |
| 11.00000.11111.581.402.0000.0000.00 NEV | | 66.48 | 2/15/23 | 238836 |
| 61.43210.21210.581.001.0000.0000.00 | CHERYL BIFANO | 169.85 | 2/15/23 | 238813 |
| 11.00000.00479.004.000.0000.0000.00 | CHILD SUPPORT ENFORCEMENT DIV | 988.08 | 2/16/23 | 238862 |
| 11.00000.11111.581.503.0000.0000.00 | CHRIS FREEMAN | 26.20 | 2/15/23 | 238814 |
| 11.00000.11111.581.503.0000.0000.00 | CHRIS FREEMAN | 53.06 | 2/15/23 | 238814 |
| | CHRIS FREEMAN | 88.43 | 2/15/23 | 238814 |
| 11.00000.11111.581.503.0000.0000.00 | CHRIS FREEMAN | 117.90 | 2/15/23 | 238814 |
| 11.00000.11111.581.503.0000.0000.00 | CHRIS FREEMAN | 162.44 | 2/15/23 | 238814 |
| 11.00000.11111.581.503.0000.0000.00 | CHRISTINA HARE | 49.69 | 2/15/23 | 238815 |
| 61.43210.21210.581.001.0000.0000.00 | CHRISTINA HARE | 92.03 | 2/15/23 | 238815 |
| 61.43210.21210.581.001.0000.0000.00 | CHRISTINA HARE | 199.00 | 2/28/23 | 239024 |
| 61.43210.22213.331.001.0000.0000.00 | CHRISTINA HARE | 828.00 | 2/28/23 | 239024 |
| 61.43210.22213.331.001.0000.0000.00 | | 228.27 | 2/15/23 | 238816 |
| 61.02210.41471.581.306.0000.0000.00 | CHRISTOPHER NEPTUNE | 129.21 | 2/17/23 | 238910 |
| 11.00000.12791.669.003.0000.0000.00 | CINTAS CORPORATION | 137.60 | 2/17/23 | 238893 |
| 11.00000.12791.669.003.0000.0000.00 | CINTAS CORPORATION | | | |
| 11.00000.12791.669.003.0000.0000.00 | CINTAS CORPORATION | 137.60 | 2/17/23 | 238910 |
| 11.00000.12791.669.003.0000.0000.00 | CINTAS CORPORATION | 129.21 | 2/28/23 | 239038 |
| 11.00000.12791.669.003.0000.0000.00 | CINTAS CORPORATION | 137.60 | 2/28/23 | 239038 |
| 11.00000.12791.611.003.0000.0000.00 | CINTAS FIRST AID & SAFETY | 89.04 | 2/28/23 | 239039 |
| 11.00000.00479.004.000.0000.0000.00 | CITY OF FAIRMONT | 3.58 | 2/16/23 | 238874 |
| 11.00000.00479.004.000.0000.0000.00 | CITY OF FAIRMONT | 876.63 | 2/16/23 | 238874 |
| 61.00000.00479.004.000.0000.0000.00 | CITY OF FAIRMONT | 99.67 | 2/16/23 | 238874 |
| 71.00000.00479.004.000.0000.0000.00 | CITY OF FAIRMONT | 21.87 | 2/16/23 | 238874 |
| 61.41210.11111.643.211.0000.0000.00 | COACH LOYA, LLC | 1,010.00 | 2/17/23 | 238927 |
| 11.00000.12791.534.003.0000.0000.00 | COMCAST | 74.73 | 2/28/23 | |
| 61.43210.22213.331.001.0000.0000.00 | CRISIS PREVENTION INSTITUTE | 3,499.00 | 2/27/23 | |
| 61.43210.22213.331.001.0000.0000.00 | CRISIS PREVENTION INSTITUTE | 3,899.00 | 2/27/23 | |
| 61.43210.22213.331.001.0000.0000.00 | CRISIS PREVENTION INSTITUTE | 7,798.00 | 2/27/23 | |
| 61.88310.13121.634.006.0000.0000.00 | CROOK BROTHERS | 116.67 | 2/20/23 | |
| 61.88310.13121.634.006.0000.0000.00 | CROOK BROTHERS | 127.25 | 2/20/23 | |
| 61.88310.13121.634.006.0000.0000.00 | CROOK BROTHERS | 160.10 | 2/20/23 | |
| 61.88310.13121.634.006.0000.0000.00 | CROOK BROTHERS | 206.01 | 2/20/23 | |
| 61.88310.13121.634.006.0000.0000.00 | CROOK BROTHERS | 207.41 | 2/20/23 | |
| 61.88310.13121.634.006.0000.0000.00 | CROOK BROTHERS | 224.94 | 2/20/23 | |
| 61.88310.13121.634.006.0000.0000.00 | CROOK BROTHERS | 246.84 | 2/20/23 | |
| 61.88310.13121.634.006.0000.0000.00 | CROOK BROTHERS | | 2/20/23 | |
| 61.88310.13121.634.006.0000.0000.00 | CROOK BROTHERS | 287.48 | | |
| 61.88310.13121.634.006.0000.0000.00 | CROOK BROTHERS | 294.01 | 2/20/23 | 238941 |
| * College of the Coll | 10.140.200.17/QTEMP/SQLE32582 | Page 3 c | of 12 | |

3/1/2023

| FOUEL 47F/MARIONINV - Design | 9:03:03 A |
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| DEFAULT NUMBER CROOK BROTHERS AS 400,000,000,000,000 | 3/1/2023 | SEQUEL47F/MARIONINV - Design | | 9:03: | 03 AM |
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| NMBER NAME CHECK DATE NUMBER 61.83310.13121.634.006.0000.0000.000 CROCK BROTHERS 36.6 87 2/20/23 238941 61.83310.13121.634.006.0000.0000.000 CROCK BROTHERS 36.6 7 2/20/23 238941 61.83310.13121.634.006.0000.0000.000 CROCK BROTHERS 42.3 19 2/20/23 238941 61.83310.13121.634.006.0000.0000.000 CROCK BROTHERS 64.5 75 2/20/23 238941 61.83310.13121.634.006.0000.0000.000 CROCK BROTHERS 61.83310.13121.634.006.0000.0000.000 CROCK BROTHERS 61.83010.0000.0000.000 CROCK BROTHERS 61.800.0000.0000.000 CROCK BROTHERS 61.910.1000.0000.000 CROCK BROTHERS 61.910.10000.0000.000 CROCK BROTHERS 61.910.10000.0000.000 CROCK BROTHERS 61 | DEFAULT | | | | |
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| CROOK BROTHERS 396.15 2/20/23 238941 | 01,000 10. 10 12 1.00 1.000.000 | | | | |
| CROOK BROTHERS 424.39 2/20/23 238941 | 01,00010.10121.004.000.0000.000 | | | | |
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| 61.88310.13121.634.006.0000.0000.00 61.88310.13121.634.006.0000.00 | 61.88310.13121.634.006.0000.0000.00 | CROOK BROTHERS | | | |
| 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 61.883 | 61.88310.13121.634.006.0000.0000.00 | CROOK BROTHERS | 808.73 | 2/20/23 | |
| 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 181.93 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 191.17 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 243.08 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 244.81 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 244.81 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 244.81 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 309.42 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 309.42 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 309.42 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 374.85 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 374.85 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 374.85 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 413.51 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 413.51 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 418.45 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 456.51 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 456.51 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 456.51 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 456.51 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 543.21 2/21/23 238965 61 | 61.88310.13121.634.006.0000.0000.00 | CROOK BROTHERS | 110.00 | 2/21/23 | 238965 |
| 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 187.61 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 191.17 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 243.08 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 244.81 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 244.81 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 244.81 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 309.84 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 309.84 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 347.95 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 347.95 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 347.95 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 399.11 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 413.51 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 413.51 2/21/23 238965 61.88310.13121.634.006.0000.0000.00 CROOK BROTHERS 456.51 2/21/23 238965 61.88310.13121.634.006.0000.000.00 CROOK BROTHERS 456.50 2/21/23 238965 61.88310.13121.636.0000.000.00 CROOK BROTHERS 456.50 2/21/23 238965 61.88310 | 61.88310.13121.634.006.0000.0000.00 | CROOK BROTHERS | 168.62 | 2/21/23 | 238965 |
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| 61.88310.13121.634.006.0000.0000.00 61.00000.12791.667.003.0000.0000.00 61.00000.12791.667.003.0000.00 | | CROOK BROTHERS | 187.61 | 2/21/23 | 238965 |
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| 61.88310.13121.634.006.0000.0000.00 61.00000.11111.531.50000.0000.00 61.00000.11111.531.500000.0000.00 | | CROOK BROTHERS | 243.08 | 2/21/23 | 238965 |
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| 61.88010.13121.733.101.0000.0000.00 | | |
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| SEQUEL47F/MARIONINV - Design | | 9:03:1 | 03 AM |
|--------------------------------|--------------|-----------|---|
| VENDOR | AMOUNT OF | CHECK | CHECK |
| NAME | CHECK | DATE | NUMBER |
| DISCOUNT SCHOOL SUPPLY | 673.76 | 2/20/23 | 238956 |
| DISCOUNT SCHOOL SUPPLY | 69.33 | 2/27/23 | 239003 |
| DONNA HESTON | 108.01 | 2/15/23 | 238820 |
| EDWARD G. ROLLINS, JR. | 100.00 | 2/17/23 | 238928 |
| EDWARD G. ROLLINS, JR. | 100.00 | 2/17/23 | 238928 |
| EDWARD G. ROLLINS, JR. | 100.00 | 2/22/23 | 238978 |
| EQUIPARTS CORP. | 20.99 | 2/20/23 | 238957 |
| EQUIPARTS CORP. | 111.52 | 2/20/23 | 238957 |
| EQUIPARTS CORP. | 440.72 | 2/20/23 | 238957 |
| EQUIPARTS CORP. | 621.65 | 2/20/23 | 238957 |
| EQUITABLE | 4,968.00 | 2/16/23 | 238863 |
| EQUITABLE | 50.00 | 2/16/23 | 238863 |
| EQUITABLE | 400.00 | 2/16/23 | 238863 |
| ERIN BASHAW | 105.46 | 2/15/23 | 238821 |
| FAIRVIEW MIDDLE SCHOOL | 530.00 | 2/15/23 | 238800 |
| FAWLEY MUSIC COMPANY | 498.91 | 2/27/23 | 239005 |
| FERGUSON ENTERPRISES HVAC 149 | 2,696.63 | 2/17/23 | 238903 |
| FLEET PRIDE, INC. | 922.66 | 2/17/23 | 238887 |
| FOLLETT SCHOOL SOLUTIONS, INC. | 258.52 | 2/20/23 | 238949 |
| FORD BUSINESS MACHINES, INC. | 27.95 | 2/28/23 | 239031 |
| FRINGE BENEFITS MANAGEMENT CO | 1,493.28 | 2/16/23 | 238869 |
| FRONTIER | 38.74 | 2/28/23 | 239050 |
| GREAT-WEST TRUST COMPANY, LLC | 40.00 | 2/16/23 | 238877 |
| GREAT-WEST TRUST COMPANY, LLC | 20.00 | 2/16/23 | 238877 |
| GREGORY MIKEO | 68.12 | 2/15/23 | 238822 |
| GWYNN TIRE SERVICE INC | 400.00 | 2/17/23 | 238888 |
| GWYNN TIRE SERVICE INC | 492.00 | 2/28/23 | 239032 |
| HANNAH NEELY | 23.26 | 2/15/23 | 238823 |
| HEALTHWORKS REHAB & FITNESS | 1,038.31 | 2/28/23 | 239054 |
| HEALTHWORKS REHAB & FITNESS | 1,043.41 | 2/28/23 | 239054 |
| HEALTHWORKS REHAB & FITNESS | 605.09 | 2/28/23 | 239054 |
| HELEN M. MORRIS, TRUSTEE | 90.00 | 2/16/23 | 238881 |
| HELEN M. MORRIS, TRUSTEE | 280.00 | 2/16/23 | 238879 |
| HENRY BLOSSER | 124.45 | 2/15/23 | 238824 |
| HOBART SALES & SERVICE | 787.85 | 2/20/23 | 238942 |
| HOBART SALES & SERVICE | 398.51 | 2/20/23 | 238942 |
| HOBART SALES & SERVICE | 187.08 | 2/20/23 | 238942 |
| HOBART SALES & SERVICE | 91.25 | 2/27/23 | 239015 |
| HOBART SALES & SERVICE | 110.00 | 2/27/23 | 239015 |
| HOBART SALES & SERVICE | 110.00 | 2/27/23 | 239015 |
| HOBART SALES & SERVICE | 195.65 | 2/27/23 | 239015 |
| HOBART SALES & SERVICE | 201.25 | 2/27/23 | 239015 |
| HOBART SALES & SERVICE | 220.00 | 2/27/23 | 239015 |
| HOBART SALES & SERVICE | 286.90 | 2/27/23 | 239015 |
| HOBART SALES & SERVICE | 311.25 | 2/27/23 | 239015 |
| HOBART SALES & SERVICE | 391.30 | 2/27/23 | 239015 |
| HOBART SALES & SERVICE | 396.90 | 2/27/23 | 239015 |
| HOBART SALES & SERVICE | 488.15 | 2/27/23 | 239015 |
| HOBART SALES & SERVICE | 512.50 | 2/27/23 | 239015 |
| HOBART SALES & SERVICE | 550.00 | 2/27/23 | 239015 |
| HOBART SALES & SERVICE | 1,308.15 | - 2/27/23 | 239015 |
| HOLLY BLATT | 84.50 | | 100000000000000000000000000000000000000 |
| HOOTEN EQUIPMENT COMPANY LLC | 10,293.00 | 2/21/23 | 238966 |
| 40 440 200 17/OTEMP/SOI E32582 | | | |

10.140.200.17/QTEMP/SQLE32582 Page 5 of 12

| 3/1/2023 | SEQUEL47F/MARIONINV - Design | | 9:03:03 AM |
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| 3/1/2023 | SEQUEL47F/MARIONINV - Design | | 9.03.0 | JO MINI |
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| DEFAULT | VIENDOB | AMOUNT | CHECK | CHECK |
| Addoorn | VENDOR NAME | CHECK | | NUMBER |
| NUMBER 61.88215.13121.733.101.0000.0000.00 NE\ | | | 2/21/23 | 238966 |
| 61,88215,13121,733,101,0000,000,00 NEV | HOOTEN EQUIPMENT COMPANY LLC | 20,000,00 | 2/21/23 | 238966 |
| 61.88216.13121.733.101.0000.0000.00 NE\ | HOOTEN EQUIPMENT COMPANY LLC | 2 770 00 | 2/27/23 | 239016 |
| 01,00310.10121.000.200.0000.000 | | | 2/16/23 | 238864 |
| 11,00000.00110.00110.001 | HORACE MANN LIFE INS CO | 870.00 | | 238864 |
| 01.00000.004 | HORACE MANN LIFE INS CO | 285.00 | 2/16/23 | |
| [1,00000,11111,011,101,2100,0000,00 | IASCO | 319.11 | 2/23/23 | 238987 |
| 11.00000.11111.581.001.0000.0000.00 | INEZ HILL | 96.64 | 2/15/23 | 238826 |
| 11.00000.12731.001.000.0000.0000.00 | INTERSTATE BATTERIES OF | 679.75 | 2/17/23 | 238904 |
| 01.80010,10121:101:000:000:000 | J.L. MACHINE AND TOOL, INC. | 580.00 | 2/20/23 | 238943 |
| 11.00000.11111.611.102.2320.0000.00 | J.W. PEPPER & SON, INC. | 78.00 | 2/27/23 | 239006 |
| 11,00000.11111.611.102.2320.0000.00 | J.W. PEPPER & SON, INC. | 126.49 | 2/27/23 | 239006 |
| 11.00000.11111.611.303.2320.0000.00 | J.W. PEPPER & SON, INC. | 73.75 | 2/27/23 | 239006 |
| 11.00000.11111.611.303.2320.0000.00 | J.W. PEPPER & SON, INC. | 85.49 | 2/27/23 | 239006 |
| 11,00000.11111.611.303.2320.0000.00 | J.W. PEPPER & SON, INC. | 97.97 | 2/27/23 | 239006 |
| 61.61320.61691.432.716.0000.0000.00 | JAMES & LAW COMPANY | 66.15 | 2/17/23 | 238929 |
| 11.00000.11111.581.001.0000.0000.00 | JAMES STORMS | 105.83 | 2/15/23 | 238827 |
| 11.00000.11111.581.503.0000.0000.00 | JENNIFER SHEETS | 41.27 | 2/15/23 | 238828 |
| 11.00000.11111.581.503.0000.0000.00 | JENNIFER SHEETS | 78.60 | 2/15/23 | 238828 |
| 11.00000.11111.581.503.0000.0000.00 | JENNIFER SHEETS | 141.48 | 2/15/23 | 238828 |
| 61,43210.21210.581.306.0000.0000.00 | JESSICA BATTIN SPEVOCK | 239.08 | 2/15/23 | 238829 |
| 11.00000.12791.667.003.0000.0000.00 | JOE CORADETTI | 137.78 | 2/17/23 | 238889 |
| | JOSHUA THARP | 68.45 | 2/15/23 | 238830 |
| 11.00000.11111.581.306.0000.0000.00 | KATHERN PELLEGRIN | 990.00 | 2/15/23 | 238801 |
| 61.43210.21241.341.001.0000.0000.00 | KATHY JACQUEZ | 77.29 | 2/15/23 | 238831 |
| 11.00000.12211.581.001.0000.0000.00 | KATHY LUPO | 232.50 | 2/16/23 | 238859 |
| 61.05210.31391.582.701.0000.0000.00 | KEITH DAVIS | 180.78 | 2/15/23 | 238832 |
| 11.00000.11111.581.001.0000.0000.00 | <u></u> | 66.17 | 2/15/23 | 238833 |
| 11.41310.12170.581.001.0000.0000.00 NE\ | MINDERLY S. DAVIS | 23.14 | 2/15/23 | 238833 |
| 61.41310.12170.581.001.0000.0000.00 NE | | 1,420.00 | 2/17/23 | 238890 |
| 11.00000.12791.666.003.0000.0000.00 | KING'S TIRE SERVICE, INC. | 1,859.00 | 2/17/23 | 238905 |
| 11.00000.12791.666.003.0000.0000.00 | KING'S TIRE SERVICE, INC. | 2,209.00 | 2/17/23 | 238905 |
| 11.00000.12791.666.003.0000.0000.00 | KING'S TIRE SERVICE, INC. | 2,209.00 | 2/17/23 | |
| 11.00000.12791.666.003.0000.0000.00 | KING'S TIRE SERVICE, INC | • | 2/17/23 | |
| 11.00000.12791.666.003.0000.0000.00 | KING'S TIRE SERVICE, INC. | 3,744.00 | | |
| 11.00000.12791.666.003.0000.0000.00 | KING'S TIRE SERVICE, INC. | 1,012.00 | 2/28/23 | |
| 11,00000.12791.666.003.0000.0000.00 | KING'S TIRE SERVICE, INC. | 1,012.00 | | |
| 11.00000.12791.666.003.0000.0000.00 | KING'S TIRE SERVICE, INC. | 2,040.00 | | |
| 11.00000.12791,666.003.0000.0000.00 | KING'S TIRE SERVICE, INC. | 2,134.00 | | |
| 11.00000.12791.666.003.0000.0000.00 | KING'S TIRE SERVICE, INC. | 2,184.00 | | |
| 11.00000.12791.666.003.0000.0000.00 | KING'S TIRE SERVICE, INC. | 2,204.00 | | |
| 61.88310.13121.636.006.0000.0000.00 | KNIGHTS OF COLUMBUS | 325.00 | | |
| 11.00000.12791.816.003.0000.0000.00 | LINDA ROGERS | 43.75 | | |
| 11.00000.12621.431.002.0000.0000.00 | LOWE'S | 641.30 | | |
| 11.00000.12621.431.002.0000.0000.00 | LOWE'S | 1,187.00 | | |
| 61.88310.13121.636.006.0000.0000.00 | LOWE'S | 949.60 | 2/27/23 | |
| 11.00000.12621.431.002.0000.0000.00 | M & M SEPTIC PUMPING | 424.00 | 2/17/23 | |
| 11.00000.12134.581.001.0000.0000.00 | MANDY BOYLEN | 106.11 | 2/15/23 | |
| 11.00000.12611.421.005.0000.0000.00 | MANNINGTON REFUSE LLC | 675.25 | 2/28/23 | |
| 11.00000.12611.421.303.0000.0000.00 | MANNINGTON REFUSE LLC | 675.25 | 2/28/23 | 239051 |
| 11.00000.12321.568.001.0000.0000.00 NE | MARION COUNTY CHAMBER OF | 3,762.50 | 2/27/23 | 238996 |
| 11.00000.11111.212.001.0000.0000.00 | MARION COUNTY DENTAL/VISION | 14,941.27 | 2/17/23 | 3 238906 |
| 11.00000.11111.213.001.0000.000.00 | MARION COUNTY DENTAL/VISION | 730.00 | 2/17/23 | 3 238906 |
| 11.00000.11111.212.001.0000.000.00 | MARION COUNTY DENTAL/VISION | 12,761.81 | 2/23/23 | 3 238988 |
| 11.00000.11111.213.001.0000.000.00 | MARION COUNTY DENTAL/VISION | 5,282.27 | 2/23/23 | 3 238988 |
| 11.0000-11111213-0-1-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0 | 10.140.200.17/QTEMP/SQLE32582 | Page 6 | of 12 | |

| Q. | 03 | U3 | AM |
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| DEFAULT ACCOUNT | | VENDOR | | CHECK | CHECK |
| NUMBER | | NAME | CHECK | DATE | NUMBER |
| 61.88310.13121.636.00 | 6.0000.0000.00 | MARION COUNTY HEALTH DEPT. | 20.00 | 2/27/23 | 239018 |
| 61.88310.13121.636.00 | | MARION COUNTY HEALTH DEPT. | 3,900.00 | 2/27/23 | 239018 |
| 11.00000.12721.341.00 | | MARION COUNTY POLICE RESERVE | 200.00 | 2/16/23 | 238857 |
| 11.00000.12721.341.00 | | MARION COUNTY POLICE RESERVE: | 200.00 | 2/16/23 | 238857 |
| 11.00000.12721.341.10 | | MARION COUNTY POLICE RESERVE: | 224.00 | 2/16/23 | 238857 |
| 11.00000.12721.341.20 | | MARION COUNTY POLICE RESERVE: | 315.00 | 2/16/23 | 238857 |
| 11.00000.12721.341.20 | | MARION COUNTY POLICE RESERVE: | 224.00 | 2/16/23 | 238857 |
| 11.00000.12721.341.21 | | MARION COUNTY POLICE RESERVE: | 280.00 | 2/16/23 | 238857 |
| 11.00000.12721.341.21 | | MARION COUNTY POLICE RESERVE: | 287.00 | 2/16/23 | 238857 |
| 11.00000.12721.341.21 | | MARION COUNTY POLICE RESERVE: | 840.00 | 2/16/23 | 238857 |
| 11.00000.12721.341.30 | | MARION COUNTY POLICE RESERVE: | 140.00 | 2/16/23 | 238857 |
| 11.00000.12721.341.40 | | MARION COUNTY POLICE RESERVE: | 266.00 | 2/16/23 | 238857 |
| 11.00000.12721.341.50 | | MARION COUNTY POLICE RESERVE: | 1,792.00 | 2/16/23 | 238857 |
| 11.00000.12721.341.50 | | MARION COUNTY POLICE RESERVE: | 2,520.00 | 2/16/23 | 238857 |
| 11.00000.12721.341.50 | | MARION COUNTY POLICE RESERVE: | 280.00 | 2/16/23 | 238857 |
| 11.00000.12721.341.50 | | MARION COUNTY POLICE RESERVE: | 826.00 | 2/16/23 | 238857 |
| 11.00000.12721.341.50 | | MARION COUNTY POLICE RESERVE: | 1,680.00 | 2/16/23 | 238857 |
| 11.00000.00479.004.00 | | MARION COUNTY SCHOOL EMPLOYI | , | 2/16/23 | 238865 |
| 61.00000.00479.004.00 | | MARION COUNTY SCHOOL EMPLOYI | | 2/16/23 | 238865 |
| 71.00000.00479.004.00 | | MARION COUNTY SCHOOL EMPLOY | 510.00 | 2/16/23 | 238865 |
| 11.00000.12791.667.00 | | MARION COUNTY TECHNICAL CENTI | 630.00 | 2/27/23 | 238995 |
| 11.00000.12791.007.00 | | MARK BARTIC | -38.78 | 2/15/23 | 238835 |
| 11.00000.11111.381.30 | | MARK FISHER | 495.00 | 2/17/23 | 238914 |
| | | MARY ROGERS | 204.29 | 2/15/23 | 238837 |
| 11,00000.11111.581.30 | | MATHESON TRI-GAS, INC. | 71.48 | 2/23/23 | 238993 |
| 11.00000.12621.431.00 | | MATHESON TRI-GAS, INC. | 117.39 | 2/28/23 | 239059 |
| 11.00000.12621.431.00 | | MATHESON TRI-GAS, INC. | 455.01 | 2/28/23 | 239041 |
| 11.00000.12791.667.00 | | MATRIX TRUST COMPANY | 565.00 | 2/16/23 | 238878 |
| 11.00000.00479.004.00 | | MATTHEW MORGAN | 89.41 | 2/15/23 | 238838 |
| 11.00000.11111.581.50 | | MATTHEWS LUBRICANTS, INC. | 867.90 | 2/17/23 | 238891 |
| 11.00000.12791.667.0 | | MATTHEWS LUBRICANTS, INC. | 1,109.86 | 2/28/23 | 239034 |
| 11.00000.12791.667.0 | | MCM BUSINESS SYSTEMS | 150.00 | 2/27/23 | 239014 |
| 61.88310.13121.431.0 | | MEREDITH ESTEL | 16.25 | 2/15/23 | 238839 |
| 61.43210.22150.581.2 | | MEREDITH ESTEL | 25.88 | 2/15/23 | 238839 |
| 61,43210,22150,581,2 | | METROPOLITAN LIFE | 280.83 | 2/16/23 | 238867 |
| 11.00000.00476.004.0 | | MICHELLE TOOTHMAN | 47.49 | 2/15/23 | |
| 11.00000.12510.581.0 | | | 50.00 | 2/16/23 | 238875 |
| 11.00000,00476.004.0 | | MIDLAND NATIONAL ANNUITY MILESTONES & MUSIC, LLC | 225.00 | 2/28/23 | 239053 |
| 11.00000.21211.321.0 | | | 2.49 | | |
| 11.00000.12621.431.2 | | MILLER'S HARDWARE, LLC | 1,159.00 | 2/23/23 | |
| 61.05210.31391.657.0 | | MITCHELL 1 | 97.96 | 2/23/23 | |
| 11.00000.11111.611.70 | | MLCS WOODWORKING | 28.92 | | |
| 11.00000.12611.622.0 | | MON POWER | 5.25 | | |
| 11.00000.12611.622.3 | | MON POWER | 91.53 | | |
| 11.00000.12611.622.3 | | MON POWER | | | |
| 11.00000.12611.622.3 | | MON POWER | 339.79 | | |
| 11.00000.12611.622.3 | | MON POWER | 11,695.76 | | |
| 11.00000.12611.622.5 | | MON POWER | 8,762.66 3,755.43 | | 9 |
| 11.00000.12611.622.7 | | MON POWER | 3,755.43 | | |
| 11.00000.12611.622.5 | | MON POWER | 16,108.86 6,860.70 | | |
| 11.00000.12611.622.5 | | MON POWER | | | |
| 11.00000.12611.622.4 | | MON POWER | 10,553.14 | 2/20/23 | |
| 61.88310.13121.634.0 | | MONTCROFT FARMS, LLC | | | |
| 61.88310.13121.634.0 | 006.0000.0000.00 | MONTCROFT FARMS, LLC 10.140.200.17/QTEMP/SQLE32582 | 1,813.00 Page 7 | | 200301 |
| | | 10.140.200.17/Q1EWP/5QLE32362 | raye / |) 1 <u>4</u> | |

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| 3/1/2023 | SEQUEL47F/MARIONINV - Design | | 9:03:0 | J3 AIVI |
|-------------------------------------|---|----------|---------------|---------|
| DEFAULT | | AMOUNT | CHECK | CHECK |
| ACCOUNT | VENDOR NAME | CHECK | DATE | NUMBER |
| NUMBER | MPB PRINT & SIGN SUPERSTORE | 565.00 | 2/17/23 | 238907 |
| 11.00000.12791.667.003.0000.0000.00 | MPB PRINT & SIGN SUPERSTORE | 505.95 | 2/20/23 | 238945 |
| 61.88310.13121.636.006.0000.0000.00 | MPB PRINT & SIGN SUPERSTORE | 1,175.00 | 2/28/23 | 239035 |
| 11.00000.12791.611.003.0000.0000.00 | | 50.00 | 2/17/23 | 238915 |
| 11.00000.12721.528.003.0000.0000.00 | NATIONAL UNION FIRE INS CO | 300.00 | 2/17/23 | 238933 |
| 11,00000.11111.651.001.0000.0000.00 | NETWORK SOLUTIONS, LLC | | | 238892 |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | 54.81 | 2/17/23 | |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | 314.76 | 2/17/23 | 238892 |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | | 2/17/23 | 238892 |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | 350.78 | 2/17/23 | 238892 |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | 653.54 | 2/17/23 | 238908 |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | 674.86 | 2/17/23 | 238892 |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | 706.87 | 2/17/23 | 238892 |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | 1,307.08 | 2/17/23 | 238892 |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | 30.16 | 2/28/23 | 239036 |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | 68.82 | 2/28/23 | 239036 |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | 404.01 | 2/28/23 | 239036 |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | 497.45 | 2/28/23 | 239036 |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | 629.52 | 2/28/23 | 239036 |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | 645.00 | 2/28/23 | 239036 |
| 11.00000.12791.667.003.0000.0000.00 | NEWLONS INTERNATIONAL | 657.52 | 2/28/23 | 239036 |
| 61,05210,31381,611,000,0000,0000,00 | NFPA | 175.00 | 2/27/23 | 239008 |
| 11.00000.12134.581.402.0000.0000.00 | NICK NICHOLS | 91.70 | 2/15/23 | 238841 |
| | NICK NICHOLS | 131.25 | 2/15/23 | 238841 |
| 11.00000.12134.581.402.0000.0000.00 | NORTHSTAR AV. LLC | 2,664.87 | 2/17/23 | 238934 |
| 11.00000.11111.651.001.0000.0000.00 | O.C. CLUSS LUMBER COMPANY | 414.70 | 2/20/23 | 238959 |
| 11,00000,12621,431,002,0000,0000.00 | O.C. CLUSS LUMBER COMPANY | 151.75 | 2/27/23 | 239009 |
| 11.00000.12621.431.011.0000.0000.00 | ORIENTAL TRADING COMPANY, INC. | 125.15 | 2/22/23 | 238979 |
| 11.00000.11111.611.216.2240.0000.00 | ORIENTAL TRADING COMPANY, INC. | 321.78 | 2/22/23 | |
| 61.41310.12170.611.206.0000.0000.00 | | 476.74 | 2/28/23 | 239055 |
| 61.41310.12170.611.209.0000.0000.00 | ORIENTAL TRADING COMPANY, INC. | 443.31 | 2/28/23 | |
| 61.41310.12170.611.214.0000,0000.00 | ORIENTAL TRADING COMPANY, INC. | | 2/28/23 | |
| 61.41310.12170.611.214.0000.0000.00 | ORIENTAL TRADING COMPANY, INC. | 511.02 | | |
| 11.00000.12621.431.002.0000.0000.00 | ORKIN, LLC | 22.62 | | |
| 11.00000.12621.431.002.0000.0000.00 | ORKIN, LLC | 27.43 | 2/17/23 | |
| 11.00000.12621.431.002.0000.0000.00 | ORKIN, LLC | 850.00 | | |
| 11.00000.01989.009.000.0000.0000.00 | PHYLLIS JEAN CARPENTER | 228.00 | | |
| 11.00000.11111.531.001.0000.0000.00 | PITNEY BOWES BANK, INC. | 1,000.00 | | |
| 11.00000.12791.667.003.0000.0000.00 | POINT SPRING & DRIVESHAFT CO | 1,064.08 | | |
| 11.00000.12791.667.003.0000.0000.00 | POINT SPRING & DRIVESHAFT CO | 1,382.56 | | |
| 11,00000.12791.667.003.0000.0000.00 | POINT SPRING & DRIVESHAFT CO | 84.98 | 2/28/23 | |
| 11.00000.12791.667.003.0000.0000.00 | POINT SPRING & DRIVESHAFT CO | 407.54 | 2/28/23 | |
| 11.00000.12621.431.002.0000.0000.00 | PRO V SERVICES, LLC | 4,850.00 | 2/27/23 | |
| 11.00000.00476.004.000.0000.0000.00 | PUTNAM INVESTMENTS | 200.00 | 2/16/23 | 238870 |
| 61.00000.00476.004.000.0000.0000.00 | PUTNAM INVESTMENTS | 250.00 | 2/16/23 | 238870 |
| 11.00000.12611.421.216.0000.0000.00 | RACHEL GARBAGE DISPOSAL | 650.00 | 2/22/23 | 238980 |
| 11.00000.12611.421.503.0000.0000.00 | RACHEL GARBAGE DISPOSAL | 1,425.00 | 2/22/23 | 238980 |
| 11,00000.12611.421.701.0000.0000.00 | RACHEL GARBAGE DISPOSAL | 525.00 | 2/22/23 | 238980 |
| 61.43210.21210.581.205.0000.0000.00 | RACHEL KELLAR | 9.96 | 2/15/23 | 238842 |
| 11.00000.00476.004.000.0000.0000.00 | RELIASTAR LIFE INSURANCE CO. | 48.00 | 2/16/23 | 238868 |
| 11.00000.00478.004.000.0000.0000.00 | RESA MORGAN | 92.36 | | |
| | RICHARD STANLEY | 213.20 | | |
| 11.00000.11111.581.001.0000.0000.00 | RICK SELL | 144.76 | | |
| 11.00000.11111.581.101.0000.0000.00 | ROBIN HAUGHT | 184.49 | | |
| 11,00000.12321.582.001.0000.0000.00 | 23 | | 2/28/23 | _ |
| 11.00000.12321.582.001.0000.0000.00 | ROBIN HAUGHT 10.140.200.17/QTEMP/SQLE32582 | Page 8 | | |
| | 10.140.200.171Q1ENF/3QLE32302 | . age o | Ų1 · ≃ | |

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Page 9 of 12

| SEQUEL | 47F/MARIONIN\ | / - Desian |
|--------|--|------------|
| SECULE | ************************************** | / - DOSIGN |

| 3 | 3/1/2023 | SEQUEL47F/MARIONINV - Design | | 9:03: | 03 |
|---------------------------------|-----------|--------------------------------|-------------|---------|----|
| DEFAULT | J. 172020 | | AMOUNT | | |
| ACCOUNT NUMBER | | VENDOR NAME | OF CHECK | CHECK | N |
| 11.00000.12134.581.001.0000.000 | 00.00 | RONDA HOPKINS | 49.78 | 2/15/23 | |
| 11.00000.11111.581.302.0000.000 | | RYAN ULLMAN | 124.45 | 2/15/23 | |
| 61.02210.41471.581.402.0000.000 | | SAMANTHA COPTHORNE | 87.12 | 2/15/23 | |
| 11.00000.11111.581.216.0000.000 | | SARAH WHITE | 6.55 | 2/15/23 | |
| 11.00000.12621.431.306.0000.000 | | SCALISE INDUSTRIES CORPORATIO | 18,972.00 | 2/17/23 | |
| 71.52160.12611.721.503.0000.000 | | SCALISE INDUSTRIES CORPORATIO | | 2/17/23 | |
| 11.00000.12621.431.306.0000.000 | | SCALISE INDUSTRIES CORPORATIO | 666.85 | 2/20/23 | |
| 11.00000.12621.431.501.0000.000 | | SCALISE INDUSTRIES CORPORATIO | 1,116.85 | 2/27/23 | |
| 71,52160.12611.721.503.0000.000 | | SCALISE INDUSTRIES CORPORATION | 20,825.00 | 2/27/23 | |
| 61.41210.11111.611.206.0000.000 | | SCHOOL SPECIALTY, LLC | 323.96 | 2/17/23 | |
| 11.00000.11111.611.102.2300.000 | | SCHOOL SPECIALTY, LLC | 169.97 | 2/22/23 | |
| 11.00000.11111.733.102.2660.000 | | SCHOOL SPECIALTY, LLC | 456.62 | 2/28/23 | |
| 61.95212.12621.693.212.0000.00 | | SCHOOLS IN OR SCHOOLSIN | 1,186.14 | 2/15/23 | |
| 11.00000.00479.004.000.0000.000 | | SECURITY FIRST GROUP | 1,044.50 | 2/16/23 | |
| 61.00000.00479.004.000.0000.00 | | SECURITY FIRST GROUP | 223.50 | 2/16/23 | |
| 11,00000.12621.431.002.0000.00 | | SHARE CORPORATION | 64.81 | 2/20/23 | |
| 11.00000.12021.431.002.0000.000 | | SHAWNA MAGAHA | 9.82 | 2/15/23 | |
| 11,00000.11111.581.207.0000.000 | | SHAWNA MAGAHA | 11.25 | 2/15/23 | |
| 61,05210,31391,599,000,0000,00 | | SKILLS USA INC. WEST VIRGINIA | 41.00 | 2/23/23 | |
| 61.05210.31391.599.000.0000.00 | | SKILLS USA INC. WEST VIRGINIA | 55.00 | 2/23/23 | |
| 61.05210.31391.599.000.0000.00 | | SKILLS USA INC. WEST VIRGINIA | 55.00 | 2/23/23 | |
| 61.05210.31391.599.000.0000.00 | | SKILLS USA INC. WEST VIRGINIA | 69.00 | 2/23/23 | , |
| 61.05210.31391.599.000.0000.00 | | SKILLS USA INC. WEST VIRGINIA | 83.00 | 2/23/23 | ı |
| 61.05210.31391.599.000.0000.00 | | SKILLS USA INC. WEST VIRGINIA | 83.00 | 2/23/23 | į |
| 61.05210.31391.599.000.0000.00 | | SKILLS USA INC. WEST VIRGINIA | 125.00 | 2/23/23 | i |
| 61.05210.31391.599.000.0000.00 | | SKILLS USA INC. WEST VIRGINIA | 153.00 | 2/23/23 | į |
| 11.00000.12711.591.003.0000.00 | | SMART HORIZONS | 45.00 | 2/28/23 | Į. |
| 11.00000.12711.591.003.0000.00 | | SMART HORIZONS | 135.00 | 2/28/23 | , |
| 11.00000.12711.591.003.0000.00 | | SOSMETAL PRODUCTS, INC. | 1,013.81 | 2/17/23 | į. |
| 11.00000.12791.007.003.0000.00 | | SPEEDWAY MARKET, LLC | 29.96 | 2/17/23 | \$ |
| 11.00000.12621.431.002.0000.00 | | SPEEDWAY MARKET, LLC | 41.93 | 2/17/23 | š |
| 11,00000.12621.431.501.0000.00 | | SPEEDWAY MARKET, LLC | 8.00- | 2/17/23 | } |
| 61.88310.13121.634.006.0000.00 | | SPEEDWAY MARKET, LLC | 333.83 | 2/21/23 | } |
| 61.88310.13121.634.006.0000.00 | | SPEEDWAY MARKET, LLC | 381.52 | 2/21/23 | š |
| 61,88310.13121.634.006.0000.00 | | SPEEDWAY MARKET, LLC | 417.71 | 2/21/23 | 3 |
| 61,88310.13121.634.006.0000.00 | | SPEEDWAY MARKET, LLC | 630.00 | 2/21/23 | 3 |
| 11.00000.12711.532.003.0000.00 | | SPRINT | 64.00 | 2/20/23 | 3 |
| 11.00000.12791.532.003.0000.00 | | STALEY COMMUNICATION, INC. | 962.50 | 2/17/23 | 3 |
| 11.00000.12621.431.002.0000.00 | | STATE EQUIPMENT, INC. | 673.10 | 2/20/23 | 3 |
| 11.00000.12621.431.002.0000.00 | | STATE EQUIPMENT, INC. | 673.10 | 2/20/23 | 3 |
| 11.00000.12621.431.002.0000.00 | | STATE EQUIPMENT, INC. | 673.10 | 2/20/23 | 3 |
| 61.43210.22150.581.209.0000.00 | | STEPHANIE BIAFORE | 57.97 | 2/15/23 | 3 |
| 61.88310.13121.634.006.0000.00 | | SUNBEAM CHILD CARE CENTER LLC | 2,510.73 | 2/27/23 | 3 |
| 11.00000.12134.581.212.0000.00 | | TABITHA YOUNG | 2.81 | 2/15/23 | 3 |
| 11.00000.12134.581.212.0000.00 | | TABITHA YOUNG | 8.84 | 2/15/23 | 3 |
| 61.41210.12213.321.001.0000.0 | | TEACHER CREATED MATERIALS, INC | | | |
| 61.41210.12213.321.001.0000.0 | | TEACHER CREATED MATERIALS, INC | 8,500.00 | | |
| 61.43210.21210.331.001.0000.0 | | TEACHTOWN | 2,950.00 | | |
| 61,43310.21210.653.001.0000.0 | | TEACHTOWN | 3,331.00 | | |
| 61.43310.21210.653.001.0000.0 | | TEACHTOWN | 31,500.00 | | |
| 61.02210.41471.581.402.0000.0 | | TERRI ARMENTROUT | 3.93 | | |
| 61.88310.13121.581.006.0000.0 | | TERRI ATHA | | 2/15/2 | |
| 61.88310.13121.582.006.0000.0 | 000.00 | TERRI ATHA | 26.72 | 2/16/2 | 3 |

10.140.200.17/QTEMP/SQLE32582

| 3/1/2023 | SEQUEL4/F/MARIONINV - Design | | 9:03: | 03 AM |
|-------------------------------------|--------------------------------|-----------------------|---------------|-----------------|
| DEFAULT ACCOUNT NUMBER | VENDOR NAME | AMOUNT OF CHECK | CHECK DATE | CHECK NUMBER |
| 11.00000.12791.816.003.0000.0000.00 | TERRY MARKLEY | 43.75 | 2/16/23 | 238861 |
| 11.00000.12220.611.503.2140.0000.00 | THE LIBRARY STORE, INC. | 726.45 | 2/17/23 | 238930 |
| 11.00000.12621.431.002.0000.0000.00 | THE OP SHOP, INC. | 145.00 | 2/17/23 | 238932 |
| 61.41210.12170.611.214.0000,0000.00 | THE OP SHOP, INC. | 335.00 | 2/28/23 | 239052 |
| 61.43210.21210.581.001.0000.0000.00 | TONI TOOTHMAN | 67.47 | 2/15/23 | 238855 |
| 11.00000.12791.667.003.0000.0000.00 | TOOTHMAN FORD SALES, INC. | 157.50 | 2/28/23 | 239057 |
| 11.00000.00479.004.000.0000.0000.00 | TOWN OF RIVESVILLE | 103.12 | 2/16/23 | 238880 |
| 61.00000.00479.004.000.0000.0000.00 | TOWN OF RIVESVILLE | 11.46 | 2/16/23 | 238880 |
| 11.00000.12791.667.003.0000.0000.00 | TRANSPORTATION ACCESSORIES C | 657.98 | 2/17/23 | 238913 |
| 11.00000.00479.004.000.0000.0000.00 | UHC, C/O EDWARD L. HARMAN, JR. | 269.90 | 2/16/23 | 238882 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 32.65 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 39.61 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 52.36 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 52.39 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 53.14 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 65.30 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 65.81 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 66.18 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 79.15 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 92.68 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 105.46 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 105.53 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 117.48 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 117.69 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 117.84 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 118.57 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 131.25 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 132.35 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 143.76 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 145.14 | 2/20/23 | 238946 |
| | UNITED DAIRY, INC. | 156.67 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 157.55 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000,0000.00 | UNITED DAIRY, INC. | 170.08 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 171.09 | 2/20/23 | 238946 |
| 40. | UNITED DAIRY, INC. | 174.64 | 2/20/23 | 238946 |
| | UNITED DAIRY, INC. | 183.11 | 2/20/23 | 238946 |
| * | UNITED DAIRY, INC. | 195.78 | 2/20/23 | 238946 |
| 27 | UNITED DAIRY, INC. | 197.13 | 2/20/23 | 238946 |
| 80 | UNITED DAIRY, INC. | 197.38 | 2/20/23 | 238946 |
| | UNITED DAIRY, INC. | 223.48 | 2/20/23 | 238946 |
| = | UNITED DAIRY, INC. | 223.93 | 2/20/23 | 238946 |
| | UNITED DAIRY, INC. | 237.71 | 2/20/23 | 238946 |
| 12) · 60 | UNITED DAIRY, INC. | 247.98 | 2/20/23 | 238946 |
| Pro- | UNITED DAIRY, INC. | 248.60 | 2/20/23 | 238946 |
| \$ | UNITED DAIRY, INC. | 262.08 | 2/20/23 | 238946 |
| | UNITED DAIRY, INC. | 262.76 | 2/20/23 | 238946 |
| | UNITED DAIRY, INC. | 287.42 | 2/20/23 | 238946 |
| | UNITED DAIRY, INC. | 289.15 | 2/20/23 | 238946 |
| | UNITED DAIRY, INC. | 289.31 | 2/20/23 | 238946 |
| | UNITED DAIRY, INC. | 299.19 | 2/20/23 | 238946 |
| | UNITED DAIRY, INC. | 776.43- | | 238946 |
| 527 377 GM 301 | UNITED DAIRY, INC. | | 2/20/23 | 238946 |
| 61.88310.13121.634.006.0000.0000.00 | UNITED DAIRY, INC. | 9.80 Page 10 of | 2/20/23 | 238946 |

10.140.200.17/QTEMP/SQLE32582 Page 10 of 12

| 3/1/2023 | SEQUEL 47F/MARIONINV - Design | |
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| 3/1/2023 | SEQUEL4/F/MARIONINV - Design | |

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| ACCOUNT | VENDOR | AMOUNT OF | CHECK | CHECK |
| NUMBER | NAME | CHECK | DATE | NUMBER |
| 61.88310.13121.634.006.0000.0000.00 | UNITED DAIRY, INC. | 14.40 | 2/20/23 | 238946 |
| 61.88310.13121.634.006.0000.0000.00 | UNITED DAIRY, INC. | 15.40 | 2/20/23 | 238946 |
| 61.88310.13121.634.006.0000.0000.00 | UNITED DAIRY, INC. | 22.12 | 2/20/23 | 238946 |
| 61.88310.13121.634.006.0000.0000.00 | UNITED DAIRY, INC. | 27.50 | 2/20/23 | 238946 |
| 61.88310.13121.634.006.0000.0000.00 | UNITED DAIRY, INC. | 44.80 | 2/20/23 | 238946 |
| 61.88310.13121.634.006.0000.0000.00 | UNITED DAIRY, INC. | 67.96 | 2/20/23 | 238946 |
| 61.88310.13121.634.006.0000.0000.00 | UNITED DAIRY, INC. | 84.27 | 2/20/23 | 238946 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 32.65 | 2/21/23 | 238970 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 118.07 | 2/21/23 | 238970 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 130.48 | 2/21/23 | 238970 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 170.20 | 2/21/23 | 238970 |
| 61.88310.13121.632.006.0000,0000.00 | UNITED DAIRY, INC. | 171.71 | 2/21/23 | 238970 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 184.25 | 2/21/23 | 238970 |
| 61.88310.13121.632.006.0000,0000.00 | UNITED DAIRY, INC. | 184.74 | 2/21/23 | 238970 |
| 61.88310.13121.632.006,0000,0000.00 | UNITED DAIRY, INC. | 223.48 | 2/21/23 | 238970 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 289.15 | 2/21/23 | 238970 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 328.76 | 2/21/23 | 238970 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 332.94 | 2/21/23 | |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | | 117 | 238970 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 343.04 | 2/21/23 | 238970 |
| | · | 352.82 | 2/21/23 | 238970 |
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| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 499,33 | 2/21/23 | 238970 |
| 61.88310.13121.632.006.0000.0000.00 | UNITED DAIRY, INC. | 524.14 | 2/21/23 | 238970 |
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| 61.88310.13121.634.006.0000.0000.00 | UNITED DAIRY, INC. | 2.30 | 2/21/23 | 238970 |
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| 11.00000.12621.431.304.0000.0000.00 | V & W ELECTRICAL SALES & SERV. | 92.48 | 2/17/23 | 238939 |
| 11.00000.12621.431.001.0000.0000.00 | V & W ELECTRICAL SALES & SERV. | 937.90 | 2/20/23 | 238964 |
| 11.00000.12621.431.002.0000.0000.00 | V & W ELECTRICAL SALES & SERV. | 460.22 | 2/20/23 | 238964 |
| 11.00000.12621.431.402.0000.0000.00 | V & W ELECTRICAL SALES & SERV. | 605.00 | 2/22/23 | 238981 |
| 11.00000.12621.431.002.0000.0000.00 | V & W ELECTRICAL SALES & SERV. | 573.60 | 2/23/23 | 238992 |
| 11.00000.12621.431.402.0000.0000.00 | V & W ELECTRICAL SALES & SERV. | 114.60 | 2/28/23 | 239058 |
| | V & W ELECTRICAL SALES & SERV. | 549.97 | 2/28/23 | 239058 |
| | V & W ELECTRICAL SALES & SERV. | 578.80 | 2/28/23 | 239058 |
| | VERITAS CONTRACTING LLC | 3,851.01 | 2/17/23 | 238919 |
| | | 94,958.95 | 2/17/23 | 238919 |
| | VERTEX NON-PROFIT HOLDINGS INC | 400.00 | 2/28/23 | 239060 |
| | VOYA INSTITUTIONAL TRUST CO. | 125.00 | 2/16/23 | 238876 |
| 11.00000.12211.321.214.0000.0000.00 NEV | | 5,129.28 | 2/22/23 | 238975 |
| | WEST VIRGINIA UNIVERSITY | 6,306.67 | 2/22/23 | 238975 |
| | 10.140.200.17/QTEMP/SQLE32582 | Page 11 of | | |
| | | | | |

| | 3/1/2023 | SEQUELATITIVIARIONINV - Design | | 5.03. | OS AW |
|--|-----------------|---|-----------------------|---------|-----------------|
| DEFAULT ACCOUNT NUMBER | | VENDOR NAME | AMOUNT OF CHECK | CHECK | CHECK NUMBER |
| 11.00000.12211.321.306.0 | 00,0000,00 | WEST VIRGINIA UNIVERSITY | 6,306.67 | 2/22/23 | 238975 |
| 61.08340.76351.845.215.0 | 000.0000.00 NEV | WHITE HALL ELEMENTARY SCHOOL | 6,400.00 | 2/15/23 | 238804 |
| 11.00000.12621.431.503.0 | | WHOLESALE CARPET OUTLET, INC. | 523.39 | 2/17/23 | 238940 |
| 11.00000.11111.651.001.00 | | WINNER'S CHOICE, INC. | 175.00 | 2/23/23 | 238994 |
| 11.00000.12621.521.001.0 | | WV BOARD OF RISK AND | 26,758.00 | 2/22/23 | 238974 |
| 11.00000.12711.523.003.0 | | WV BOARD OF RISK AND | 112,318.00 | 2/22/23 | 238974 |
| 11.00000.12791.816.003.0 | 00.0000.00 | WV DIVISION OF MOTOR VEHICLES | 17.50 | 2/17/23 | 238937 |
| 11.00000.12791.816.003.0 | | WV DIVISION OF MOTOR VEHICLES | 52.50 | 2/17/23 | 238937 |
| 11.00000.12661.341.211.0 | | WV POLICE RESERVE INC | 1,050.00 | 2/16/23 | 238858 |
| 11.00000.12661.341.304.0 | | WV POLICE RESERVE INC | 1,050.00 | 2/16/23 | 238858 |
| 11.00000.12721.341.001.0 | 00.0000.00 | WV POLICE RESERVE INC | 200.00 | 2/16/23 | 238858 |
| 11.00000.12721.341.001.0 | | WV POLICE RESERVE INC | 200.00 | 2/16/23 | 238858 |
| 11.00000.12721.341.101.0 | 00.0000.00 | WV POLICE RESERVE INC | 280.00 | 2/16/23 | 238858 |
| 11.00000.12721.341.211.0 | 00.0000.00 | WV POLICE RESERVE INC | 280.00 | 2/16/23 | 238858 |
| 11.00000.12721.341.503.0 | | WV POLICE RESERVE INC | 840.00 | 2/16/23 | 238858 |
| 11.00000.12721.341.503.0 | | WV POLICE RESERVE INC | 1,120.00 | 2/16/23 | 238858 |
| 11.00000.12721.341.503.0 | | WV POLICE RESERVE INC | 1.680.00 | 2/16/23 | 238858 |
| 61.88310.13121.636,006.0 | | WV SCHOOL NUTRITION ASSOC. | 115.00 | 2/21/23 | 238971 |
| 61.88310.13121.636,006.0 | | WV SCHOOL NUTRITION ASSOC | 115.00 | 2/21/23 | 238971 |
| 11.00000.12791.667.003.0 | | WV SPRING & RADIATOR, INC. | 632.58 | 2/17/23 | 238912 |
| 61.05210.31391.611.000.0 | | WVDE CAREER TECHNICAL ED | 75.00 | 2/27/23 | 239012 |
| 11.00000.12321.582.001.0 | | WVESA - SHIRLEY O'DELL, TREAS. | 125.00 | 2/22/23 | 238982 |
| 11.00000.12321.582.001.0 | | WVSBA | 1,467.00 | 2/22/23 | 238983 |
| 11.01000.11111.831.001.00 | | XEROX FINANCIAL SERVICES | 643.09 | 2/28/23 | 239061 |
| 11.01000.11111.831.002.00 | | XEROX FINANCIAL SERVICES | 128.64 | 2/28/23 | 239061 |
| 11.01000.11111.831.003.00 | | XEROX FINANCIAL SERVICES | 128.64 | 2/28/23 | 239061 |
| 11.01000.11111.831.101.00 | | XEROX FINANCIAL SERVICES | 385.92 | 2/28/23 | 239061 |
| 11.01000.11111.831.102.00 | | XEROX FINANCIAL SERVICES | 257.28 | 2/28/23 | 239061 |
| 11.01000.11111.831.205.00 | | XEROX FINANCIAL SERVICES | 385.92 | 2/28/23 | 239061 |
| 11.01000.11111.831.206.00 | | XEROX FINANCIAL SERVICES | 257.28 | 2/28/23 | 239061 |
| 11.01000.11111.831.207.00 | | XEROX FINANCIAL SERVICES | 257.28 | 2/28/23 | 239061 |
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| 11.01000.11111.831.402.00 | | XEROX FINANCIAL SERVICES | 385.92 | 2/28/23 | 239061 |
| | | XEROX FINANCIAL SERVICES | 385.92 | 2/28/23 | 239061 |
| 11.01000,11111.831.501.00 | | XEROX FINANCIAL SERVICES | 514.56 | 2/28/23 | 239061 |
| 11.01000.11111.831.502.00 11.01000.11111.831.503.00 | | XEROX FINANCIAL SERVICES | 385.92 | 2/28/23 | 239061 |
| | | XEROX FINANCIAL SERVICES | 128.64 | 2/28/23 | 239061 |
| 11.01000,11111.831.504.00 | | XEROX FINANCIAL SERVICES XEROX FINANCIAL SERVICES | 257,28 | 2/28/23 | 239061 |
| 11.01000.11111.831.701.00 | | XEROX FINANCIAL SERVICES | 128,64 | 2/28/23 | 239061 |
| 11.01000.11111.831.716.00 | | | | | |
| 11.00000,11111.581,216.00 | | ZACKARY BLAND | 58.49 471.60 | 2/15/23 | 238856 |
| 11.00000.12791,667.003.0 | 00.0000.00 | ZEP SALES & SERVICE | 471.69 | 2/17/23 | 238895 |

| - 3701/23 | | DEBIT CREDI | ER - 00032 ENTRY DATE 2/24/23 SCHOOLS GRANT BUDGET AWARD | 0 | 00 250,859.00 | S GRANT | 250,859.00 250,859.00 | BER - 00033 ENTRY DATE 2/28/23 SCIENCE FAIR GRANT. | 0 4,000.00 | .00 4,000.00 | FAIR | 4,000.00 4,000.00 | BER - 00034 ENTRY DATE 2/28/23 BOARD REIMBURSEMENT GRANT | .00 | 0 NEW 360.00 ET. | 360.00 360.00 | ER - 01005 ENTRY DATE 2/20/23 DGET IN IDEA GRANT | |
|-----------|--|-------------|---|------------------------------------|---|--|-----------------------|---|----------------------------------|--|---|-------------------|---|--------------------------------|---|---------------|---|--|
| 1 1 1 2 1 | 3/01/23 MARION COUNTY SCHOOLS 9:01:38 JOURNAL ENTRY LISTING GNL.520 BUDGET JOURNAL ENTRY | | MONTH - FEBRUARY NUMB TO SUPPLEMENT TOOLS FOR | 61,26330,12231,652,001,0000,0000.0 | HARDWARE SUPPLIES 61.26390.03211.009.000.0000.0000 | REVENUE TO SUPPLEMENT TOOLS FOR SCHOOLS BUDGET AWARD PER WVDE GPS. | J/E TOTAL | TH - FEBRUARY NUN SUPPLEMENT REGIONAL | .28302,11111,611,000.0000.0000.0 | 61.28chend Surrules 61.28chend 009.000.0000.0000.00 | TO SUPPLEMENT REGIONAL SCIENCE GRANT AWARD BUDGET. | E TOTAL | TH - FEBRUARY NUM SUPPLEMENT NATIONAL | .29222.03211.009.000.0000.0000 | AEVENUE .29222.11111.241 TUITION REIM TO SUPPLEMENT REIMBURSEMENT | E / | NTH - FEBR TRANSFER | |

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| SCHOOLS | LISTIN | 2 |
| COUNTY | ENTRY | |
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CREDIT 50,000.00 30,000.00 rv. PAGE DEBIT 61.43310.21210.111.000.0000.0000.00 PROFESSIONAL REG SALARY 61.43310.22150.111.000.0000.000.00 PROFESSIONAL REG SALARY TO TRANSFER FUNDS FOR BUDGET IN IDEA GRANT TO WHERE FUNDS ARE NEEDED. ACCOUNT / DESCRIPTION BUDGET JOURNAL ENTRY LINE NO. 0000 00005 0004 A H P

80,000.00 80,000.00 * J/E TOTALS

ENTRY DATE 2/20/23

MONTH - FEBRUARY NUMBER - 01006 TO TRANSFER FUND IN ESSER IDEA GRANT

| | | ************************************** | 10,407.34 | 00.000.5 | 21,219.40 | 449.60 | |
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| 16,407.34 | 21,219.40 | 449.60 | | | | | |
| 00.0000.00000 | .0000.0000.00 | .0000.0000.00 | 00.0000.0000.00 | 00.0000.0000.00 PLIES | 00.0000.0000.00 s | | ESSER IDEA FUND GRANT NEEDED. |
| 71.43280.21210.611.000.0000.0000.00 GENERAL SUPPLIES 71.43280.21210.611.000.0000.0000.00 | GENERAL SUPPLIES 71.43280.21210.653.000.0000.000 SUPPLIES - SOFTWARE | 71.43280.21210.653.000.0000.0000.00 SUPPLIES - SOFTWARE | 71,43280,21210,643,000,0000,0000.00 SUPPLEMENTAL | 71,43280.21210.651.000.0000.0000.00 TECH RELATED SUPPLIES | 71.43280.21210.652.000.0000.0000.0000.00 HARDWARE SUPPLIES | 71.43280.21210.656.000.0000.0000.00 COMPUTER SOFTWARE | TO TRANSFER FUNDS ESSER IDEA FUND TO WHERE FUNDS ARE NEEDED. |
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** REPORT TOTALS

* J/E TOTALS

App. 3-6-23

Policy 4124.02 - Continuing Contract - Service Personnel (Revised)

House Bill 4566 changed the deadline for professional to exercise, in writing, the right to resign as of the end of the school year from on or before March 1 on or before May 1.

Per current law, if professional personnel fail to fulfill their contract, unless for just cause, they shall be disqualified to teach in any WV public school; however, H.B. 4566 now requires the State Department of Education to report such disqualification status in the National Association of State Directors of Teacher Education and Certification database system.

This revision reflects the current state of law and should be adopted in order to maintain accurate policies.

Policy 3120 - Employment of Professional Personnel (Revised)

State Board policy 5202 eliminated the requirements for NCLB highly qualified personnel for federally-funded positions and replaced it with "effective with the 2017-18 school year, all teachers in federally funded programs must meet applicable WV state certification and licensure requirements". Other minor corrections were made to existing language to comport with existing law and policy.

Policies 3120.04/4120.04 - Employment of Substitutes (Revised)

These policies were amended as a result of the passage of H.B. 2669. It eliminated the requirement for school personnel to have a tuberculin test at the time of employment. School personnel found or suspected to have active tuberculosis shall have their employment suspended until the local health officer, in consultation with the commissioner, approves a return to work. The commissioner may require selective testing of school personnel for tuberculosis when there is a reason to believe there has been exposure to the tuberculosis organism or have signs and symptoms indicative of the disease.

These revisions reflect the current state of the law and should be adopted to maintain accurate policies.

Policy 3217 - Weapons (Revised) Policy 4217 - Weapons (Revised)

These weapon policies were revised to reflect the passage of H.B. 4596 effective June 7. 2022. State juvenile probation officers, home confinement supervisors employed by a county commission, and State parole officers may possess deadly weapons on school premises, school buses and at school-sponsored activities.

These revised policies reflects the current West Virginia Code and should be adopted to have accurate policies.

Policy 2370.04 - Learning Pods and Micro Schools (New)

Senate Bill 268, effective June 10, 2022, adds exemptions for compulsory school attendance for students participating or attending a learning pod or a micro school.

This new policy reflects the current West Virginia Code and should be adopted to have accurate policies.

Policy 2371 - Hope Scholarship (New)

This new policy has been developed to reflect the requirements of H.B. 2013 which amended and reenacted W.V. Codes 18-8-1. 18-8-1a. 18-9A-10 and adding new code provisions W.V. Code 18-31-1 et seq.

The School Board is required to provide this option for a parent or eligible student to meet the individual educational needs of the students in the District. This policy details the responsibilities of the District as they allocate the program funds to eligible students or the parents of eligible students.

This new policy reflects the current West Virginia code and should be adopted to have accurate policies

Policy 5111 - Eligibility of Resident/Nonresident Students for Enrollment (Revised)

This policy has been revised to reflect that all nonresident students requests for enrollment shall be handled in accordance with Policy 5113 - Open Enrollment for Nonresident Students.

This revised policy reflects the current West Virginia Board of Education policy and should be adopted to have accurate policies.

Policy 3213 - Student Supervision and Welfare by Professional Staff (Revised) According H.B. 4562, effective, June 7, 2022, upon allegations that a staff member jeopardized the health, safety, welfare, or learning environment of students, at the start of the investigation into the allegation, the staff member shall be suspended, placed on administrative leave, or reassigned to duties that do not involve direct interaction with students. The principal shall report any allegations to the superintendent within twenty-four (24) hours. The principal's report to the superintendent is in conjunction with any other mandatory reports that must be made as a

If a staff member is charged with committing a felony, a misdemeanor with a rational nexus to the performance of the staff member's job, or child abuse, the Board shall, pending final disposition of the charges, suspend the staff member, place them on administrative leave, or reassign them to duties that do not involve direct interaction with students.

mandatory reporter of suspected child abuse or neglect.

These revised policies reflects current West Virginia Code and should be adopted to have accurate policies.

Policy 9505 - Charter Schools (New)

Pursuant to W.V. Code and West Virginia State Board policy 3300, this new policy has been added to incorporate by reference the requirements a District must follow for the creation, application process, approval and denial of a charter application, termination of a public charter school, compliance with rules, statutes and regulations, funding, enrollment, transportation, as well as employment matters.

This new policy reflects the current West Virginia code and requirements of State Board policy 3300 and should be adopted to have accurate policies.

Policy 4130 - Assignment and Transfer of Service Personnel (Technical Correction)

The above policy contained duplicate language and has been corrected. Item D and H were the same. Item H has been deleted.

This revised policy reflects the current WV policy and should be adopted to have accurate policies.

Policy 3130.01 -Transfer (Revised)

A minor change was made to this policy as a result of the WVBE amending its policy 5000. Procedures for Designated Hiring and Transfer of School Personnel, effective June 19, 2017.

Revisions to this policy reflect the current WVBE policy and should be adopted to maintain accurate policies.

Policy 2522 - Instructional Materials Inspection and Right to File Complaint (New)

This new policy reflects the current West Virginia Code and should be adopted to have accurate policies.

Under Senate Bill 704, classroom teachers are required to comply with the requests of parents/custodians/guardians of enrolled students to inspect county board-adopted instructional materials, supplemental instructional materials which do not require the approval of the county board, and books available in their classroom for students to read. If requested by the parent/custodian/guardian, the classroom teacher must demonstrate how those instructional materials relate to the county board's adopted content standards.

A classroom teacher must include in the course syllabus information about the books the students must read and make the syllabus available to the students' parents'custodians/guardians upon request.

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Parents/custodians/guardians may file a complaint with the county superintendent regarding the alleged failure of a classroom teacher to comply with any of these requirements.

This revised policy reflects the current West Virginia Code and should be adopted to have accurate policies.



Vol 14 NOZ . Aug.

Book

Policy Manual

Section

Board Approve 03-06-23

Title

Copy of CONTINUING CONTRACT - SERVICE PERSONNEL

Code

po4124.02

Status

Adopted

April 21, 2009

Last Revised

July 7, 2014

4124.02 - CONTINUING CONTRACT - SERVICE PERSONNEL

After three (3) years of acceptable employment, all service personnel who enter into a new contract of employment shall be granted continuing contract status. A year of experience shall require successful employment for at least 133 days during a school year.

A service personnel employee holding a continuing contract status with one (1) county shall be granted continuing contract status with any other county upon completion of one (1) year of acceptable employment if such employment is during the next succeeding school year or immediately following an approved leave of absence extending no more than one (1) year.

The continuing contract of any service personnel employee shall remain in full force and effect except as modified by mutual consent of the school board and the employee, unless and until terminated:

- A. by a majority vote of the full membership of the Board prior to the first day of March of the then current year, after written notice, served upon the employee, return receipt requested, stating cause or causes and an opportunity to be heard at a meeting of the Board prior to the Board's action;
- B. by written resignation of the employee prior to the first day of AprilMay;
- C. by mutual consent, at any time, of the School Board and the employee;
- D. by termination pursuant to WV Code 18A-2-8:

E. By dismissal based upon the lack of need for the employee's services. The written notification of employees being considered for dismissal for lack of need shall be limited only to those employees whose consideration for dismissal is based upon known or expected circumstances which will require dismissal for lack of need. An employee who was not provided notice and an opportunity for a hearing pursuant to Section (A) of this policy may not be included on the list. In case of such dismissal, the employee so dismissed shall be placed upon a preferred list in the order of their length of service with that board, and no employee shall be employed by the Board until each qualified employee upon the preferred list, in order, shall have been offered the opportunity for reemployment in a position for which they are qualified provided that s/he has not accepted a position elsewhere. Such re-employment shall be upon an employee's preexisting continuing contract and shall have the same effect as through the contract had been suspended during the time the employee was not employed.

In the assignment of position or duties of an employee under a continuing contract, the Board may provide for released time of an employee for any special professional or governmental assignment without jeopardizing the contractual rights of such employee or any other rights, privileges or benefits. Released time shall be provided for any service personnel employee while serving as a member of the Legislature during any duly constituted session of that body and its interim and statutory committees and commissions without jeopardizing his/her contractual rights or any other rights, privileges, benefits or accrual of experience for placement on the State minimum salary schedule in the following school year under the provisions of State law and Board policy. An employee who is a member of the Legislature will not receive pay from the Board while executing legislative duties. Such employee may use vacation days, if applicable, or personal leave (not sick) for that purpose, if desired. An employee, who is granted leave under this policy, shall accrue seniority during the period of time that the employee is on this board-approved leave of absence.

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Legal WV Code 18A-2-8

WV Code 18A-2-6

WV Code 18A-2-6a

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5051

3120 - EMPLOYMENT OF PROFESSIONAL PERSONNEL

The Board of Education recognizes that it is vital to the successful operation of the County School System that positions created by the Board be filled with highly qualified and competent personnel.

The Board utilizes in their hiring process the various (icensures approved by the West Virginia Board of Education to provide that the educators (icensed to work in the District will meet the established levels of competence to deliver an appropriate and effective educational program to the students enrolled in the District. The Licensure requirements defined pursuant to West Virginia Board policy 5202 create standards so that educators will have the necessary knowledge and skills to meet the responsibilities of their assignments in instruction, student support, administration, and any other area of responsibility for which licensure is required.

The employment of professional personnel shall be made by the Board only upon nomination and recommendation of the Superintendent.

The Superintendent shall provide the Principal at the school at which the professional educator is to be employed an opportunity to interview all qualified applicants and make recommendations to the Superintendent regarding their employment. The West Virginia Ethics Act prohibits public school employees from participating in any hining decisions involving relatives or cohabitating sexual partners. "Relatives" are defined as individuals who are related to the employee as father, mother, son, daughter, brother, sister, spouse, grandmother, grandfather, grandfather, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law. If a faculty senate representative must recuse himself/herself for this reason, an alternate member may be appointed by the committee chair or the single designee. The Principal may not recommend for employment an individual who is related to him or her as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stother-in-law, stepfather, stepnonther, stepson, stepdaughter, stepbrother, stepsister, half brother or half sister.

The Principal shall submit recommendations to the superintendent regarding the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to the school or schools under said Principal's control. Such recommendation shall be submitted in writing as prescribed by the superintendent. Additionally, the Principal shall receive hiring recommendations from the faculty senate at his/her school as provided in this policy and shall submit those recommendations in writing as prescribed by the superintendent. In the event that a Principal is unable to submit hiring recommendations or receive hiring recommendations from the faculty senate as set forth in this policy due to illness or absence, the assistant Principal shall submit hiring recommendations.

If there is no assistant Principal, the Superintendent shall assign a designee to carry out the role of the Principal. In the event that a Principal is unable to submit hiring recommendations or receive hiring recommendations from the faculty senate due to a relationship conflict stated above and as set forth in State law, the Superintendent shall assign a designee from the central office to carry out the role of the Principal. If a Principal or his/her designated replacement does not participate in the hiring process as set forth in this policy for a particular vacancy, the right of the Principal to submit recommendations regarding employment is forfeited for that vacancy.

However, if a Principal or his/her designated replacement does not participate in the hirling process as set forth in this policy, the Principal or his or her designee must still receive any hiring recommendation made by the faculty senate and transmit that recommendation to the superintendent. A forfeiture of the Principal's right to submit a hiring recommendation shall not be the basis for objection by any prospective employee or any other person. Nothing shall prohibit the timely employment of persons to perform necessary duties.

The faculty senate at each school may establish a process for members to interview or otherwise obtain information regarding applicants for classroom teaching vacancies that will enable the faculty senate to submit recommendations regarding employment to the Principal. A faculty senate wishing to submit hiring recommendations to the Principal shall utilize one of the processes established by West Virginia State Board of Education policy 5000 and found in AG 3120A. At the conclusion of each school semester, a faculty senate may vote to change its adopted process for the next ensuing semester. Additionally, if a faculty senate desires to make hiring recommendations over the summer break, it may use the process then in place, if any, or it may vote to adopt a different process to be used only during the summer break. Nothing herein shall be construed to require a faculty senate to participate in this recommendation process. Failure by a faculty senate to choose to one of the processes for participating in the recommendation process shall forfeit the right of the faculty senate to make employment recommendations.

Prior to participating in an interview or otherwise making any filting recommendations pursuant to West Virginia State Board of Education policy 5000 and this policy, faculty senate hiring committees, single designees, any other faculty senate participants, and Principals must complete interview training as designated or approved by the WVDE. Once a faculty senate member or Principal has completed the designated interview training, additional training shall not be required unless the WVDE or superintendent determines that additional training shall occur. Compensation for participation in training shall be based on the daily rate of pay for the participating classroom teacher who directly participated in the training for periods beyond his/her individual contract. Compensation for training shall not exceed one (1) hour. For the 2013-2014 school year only, Principals have until September Let to complete the interview training designated or approved by the WVDE.

In case the Board refuses to employ any or all of the persons nominated, the Superintendent shall nominate others and submit the same to the Board at such time as the Board may direct.

All personnel so nominated and recommended for employment and for subsequent assignment shall meet the certification, licensing, training, and other eligibility classifications as may be required by law and by State Board regulations.

Although applicable West Virginia school personnel hiring law and policy must be followed in every instance, the Board may grant preference in hiring to a veteran or disabled veteran who has been honorably discharged from the United States Armed Services if the veteran or disabled veteran meets all of the knowledge, skills, and eligibility requirements of the job, and that granting the preference does not violate any State equal employment opportunity law. For purposes of this policy, the term "veteran" means any person who has received an honorable discharge and has provided more than 180 consecutive days of full-time, active-duty service in the United States Armed Services or Reserve components thereof, including the National Guard; or has a service-connected disability rating fixed by the United States Department of Veterans Affairs. However, all applicable hiring laws and policies must be strictly followed, and such a preference may only be considered and/or granted after full compliance with the applicable hiring process and a determination that the applicable for the position at Issue.

Members of the organized militia in the active service of the State or another state shall be entitled to the same reemployment rights granted to members of the reserve components of the Armed Forces of the United States by applicable Federal law, including rights protected by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, 38 U.S.C. 4301-4334.

Professional personnel employed as deputy, associate, or assistant superintendents by the Board in offices, departments or divisions at locations other than a school and who are directly answerable to the Superintendent shall serve at the will and pleasure of the Superintendent and may be removed by the Superintendent upon approval of the Board. Such professional personnel shall retain seniority rights only in the area or areas in which they hold valid certification or licensure.

"Professional personnel" means persons who meet the certification requirements of the State, licensing requirements of the State or both and includes the professional educator and other professional employees.

- A. "Professional educator" has the same meaning as "teacher" as defined in section one (18-1-1), article one, chapter eighteen of the W. Va. Code, Professional educators shall be classified as:
 - 1. "Classroom teacher" means a professional educator who has a direct instructional or counseling relationship with students, spending the majority of his/her time in this capacity.
 - "Principal" means a professional educator who, as agent of the County Board, has responsibility for the supervision, management, and control of a school or schools within the guidelines established by the County Board. The major area of the responsibility shall be the general supervision of all the schools and all school activities involving students, teachers, and other school personnel;
 - 3. "Supervisor" means a professional educator who, whether by this or other appropriate title, is responsible for working primarily in the field with professional and other personnel in instructional and other school improvement; and

- 4. "Central Office Administrator" means a superintendent, associate superintendent, assistant superintendent and other professional educators, whether by these or other appropriate titles, who are charged with the administering and supervising of the whole or some assigned part of the total program of the countywide school system.
- B. "Other professional employee" means a person from another profession who is properly licensed and is employed to serve the public schools and includes a registered professional nurse, licensed by the West Virginia Board of Examiners for registered professional nurses.

All applications for employment shall be referred to the personnel office.

The spouse of the Superintendent or a Board member may not be employed by the Board in any professional position of employment except principal or classroom teacher. If a Board member's spouse is being considered for such employment, the Board member must not participate in any way in the discussion or vote and must leave the Board meeting during the discussion and vote.

If the Superintendent's spouse is being considered, the Superintendent must not participate in the discussion,

The Board will not employ the unemancipated children or, except for a spouse, a dependent (IRS criteria) of the Superintendent or any member of the Board, Otherwise, the Board may employ a member's or the Superintendent's relatives, including his/her parent or parent-in-law, brother or sister, brother-in-law or sister-in-law, child, son-in-law or daughter-in-law, grandparent, or grandchild. When any such relative of a Board member is employed as a professional employee, the related Board member shall not participate in any way in the discussion or vote on the employment, and the Board member shall leave the Board meeting during the discussion and vote. Ukewise, when any such relative of the Superintendent is employed, the Superintendent shall not participate in any way in the discussion. Thereafter, the affected Board member may not vote on a personnel matter involving such a relative unless the matter affects the relative as a member of a profession or occupation, or as a member of a class of at least five (5) persons.

No individual shall be appointed to a professional position in which s/he would be responsible for supervising his/her spouse, or in which s/he would be supervised by his/her spouse,

(The individual shall be appointed to a professional position in which s/he would be responsible for supervising a member of his/her immediate family, or in which s/he would be supervised by a member of his/her spouse. A professional employee's immediate family members are his/her spouse, parent or parent-in-law, brother or sister, brother-in-law or sister-in-law, child, son-in-law or daughter-in-law, grandparent, or grandchild.

Any person who intentionally misstates facts material to his/her qualifications for employment or the determination of salary shall be subject to dismissal by the Board.

The Board may not employ the unemancipated children or bona fide dependents (IRS criteria) of any member of the Board except for a spouse. The Board may employ a member's siblings, parents, or in laws, provided that such siblings; parents, and/or in laws may not be dependents of any member of the Board.

Applications for employment will not be accepted from any current Board member. If a Board member wishes to apply for a position, his/her resignation must be accepted by the Board prior to submitting an application and circumstances must be such as to avoid the Board member's apparent use of his/her authority or influence as a Board member to secure the employment position. Employment, as used herein, shall include volunteer positions for which no compensation is paid.

The employment of prospective employable professional staff members on a reserve list prior to approval by the Board is authorized in an area of critical need and shortage when the Board adopts a policy authorizing the same, subject to the requirements of WV Code 18A-2-3 and West Virginia State Board of Education policy 5103. In such cases, regular employee status may only be granted in accordance with WV Code 18A-4-7a. "Prospective employable professional personne?" means certified professional educators who

- A. have been recruited on a reserve list of a county board;
- B. have been recruited at a job fair or as a result of contact made at a job fair;
- C. have not obtained regular employee status through the job posting process provided for in W Va. Code 18A-4-7a and have obtained a baccalaureate degree from an accredited institution of higher education within the past year.

No candidate for employment as a professional staff member shall receive recommendation for such employment without having provided documentation of proper licensing and certification, or clear evidence that s/he has already completed all licensing and certification requirements satisfactorily and is merely awaiting receipt of the proper documents from the licensing agency. Said licensing shall meet the minimum requirements of State law for the position for which s/he is being recommended. The Superintendent shall request an appropriate criminal background check regarding the prospective employee prior to making any recommendation to the Board. Additionally, if a teacher is employed in good faith on the anticipation that s/he is eligible for a certificate and it is later determined that the teacher was not eligible, the State Superintendent of School may authorize payment by the County Board of Education to the teacher for a time not exceeding three (3) school months or the date of notification of his/her ineligibility, whichever shall occur first.

A county board of education loand shall make decisions affecting the filling of vacancies in professional positions of employment on the basis of the applicant with the highest qualifications,

In judging qualifications for the filling of vacancies of professional positions of employment consideration shall be given to each of the following:

- A. appropriate certification, licensure, or both;
- B. amount of experience relevant to the position; or, in the case of a classroom teaching position, the amount of teaching experience in the required certification area;
- C, the amount of course work, degree, or both in the relevant field and degree level generally;
- D. academic achievement;
- E. in the case of a classroom teaching position or the position of Principal, certification by the National Board for Professional Teaching Standards;
- F. specialized training relevant to the performance of the duties of the job;
- G, past performance evaluations conducted pursuant to WV Code 18A-2-12 and 18A-3C-2 or, in the case of a classroom teacher, past evaluations of the applicant's performance in the teaching profession as a certified educator;
- H. seniority;
- I. other measures or indicators upon which the relative qualifications of the applicant may fairly be judged;
- J. in the case of a classroom teaching position, the recommendation of the Principal of the school at which the applicant will be performing a majority of his/her duties, and
- K, in the case of a classroom teaching position, the recommendation, if any, resulting from the process established pursuant to WV Code 18-5A-5 by the faculty senate of the school at which the employee will be performing a majority of his/her dubes.

The Board is free, within its discretion, to assign whatever weight it wishes to the above criterion when assessing an applicant's qualifications; however, if one (1) or more permanently employment instructional personnel apply for a classroom teaching position and meet the standards set forth in the job posting, each criterion above shall be given equal weight except that the criterion 1), and K. shall each be double weighted. This shall apply when the faculty senate and the Principal do not agree on a recommendation, when either the faculty senate or Principal forfeit or cannot make a recommendation, or when the Superintendent does not concur with the recommendation of the Principal and the faculty senate.

For a classroom teaching position, if the Principal and faculty senate recommendations are for the same applicant, and the superintendent concurs with that recommendation, then the Board shall appoint that applicant notwithstanding any other provision of WV Code to the contrary.

Classroom teachers who directly participate in making recommendations for filling classroom teaching positions pursuant to the options set forth in this policy for periods beyond his/her individual contract shall be compensated based on his/her daily rate of pay, prorated to an hourly rate. The Principal shall require that the participating teachers keep time sheets documenting the actual time spent on the recommendation process and shall verify that the timesheets are accurate before submitting them for payment. In no event shall a teacher be entitled to payment for more than two (2) hours per position. However, if there are more than four (4) qualified applicants for a single classroom teacher position who are selected for an interview by the hiring committee chair or single designee, the faculty senate members participating in the interviews may be compensated for an additional hour for actual time spent on the interview process for that position.

When making recommendations, the Faculty Senate and Principal shall consider each criterion listed in A-I above to determine which of the applicants is the highest qualified for the position. The Principal or faculty senate is not required to assign any amount of weight to any factor.

Principals and faculty senate chairs or single designees shall complete the applicable hiring recommendation forms (see Form 3120 F3 and Form 3120 F4) and shall submit a completed form as documentation of the recommendation. Other than the recommendation form, no other matrix or documentation of the selection shall be required.

Any professional educator who is employed within the public school system of this State shall hold a valid teaching certificate licensing him/her to teach in the specializations and grade levels shown on the certificate for the period of his/her employment.

As provided in WV Code Section 18-5A-5(b)(2), the processes and procedures set forth in this policy are designed to be effective and consistent among schools and counties and are designed to avoid litigation or grievance. To that end, this policy is designed to allow teachers to be meaningfully involved in the hiring recommendation process in an open and honest manner without fear of reprisal, retaliation or coercion and to minimize lost instructional time and classroom disruption.

These criteria shall be utilized in making hiring decisions for any classroom teacher hired on or after July 1, 2013,

Notwithstanding any other provision of State law to the contrary, upon recommendation of the Principal and approval by the classroom teacher and the Board, a classroom teacher assigned to the school may at any time be assigned to a new or existing classroom teacher position at the school without the position being posted.

Notwithstanding any provision of WV Code to the contrary, all employees subject to release shall be considered applicants for any vacancy in an established, existing or newly created position that, on or before February 15, is known to exist for the next ensuing school year, and for which they are qualified, and, upon recommendation of the superintendent, the board shall appoint the successful applicant from among them before posting such vacancies for application by other persons. This provision shall not preclude a county board of education from posting and filling vacancies that exist in the current school year nor shall it supersede or alter the operation of WV Code 18A-4-8F or WV Code 18A-4-8F.

The SuperIntendent shall prepare administrative guidelines for the recruitment and selection of all professional staff,

Teachers in Federally-Funded Programs

Effective with the 2017-18 school year, all teachers in federally-funded programs must meet applicable West Virginia State certification and licensure requirements.

Revised 4/21/09 Revised 10/18/10 Revised 3/16/15

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Legal

West Virginia State Board of Education policy 5000, policy 5202 and policy 5310 WV Code 18-1-1, 18-4-10(2), 18A-1-1, 18A-2-1, 18A-2-3, 18A-2-12, 18A-4-7a and b WV Code 5-11-9a, 15-1F-8 20 U.S.C. 6319 20 U.S.C. 7801

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3120.04 - EMPLOYMENT OF SUBSTITUTES

The Board of Education recognizes the need to procure the services of substitutes in order to continue the operation of the schools as a result of the absence of regular personnel.

The County Superintendent, subject to approval of the Board, may employ and assign substitute teachers to any of the following duties:

- A. to fill the temporary absence of any teacher or an unexpired school term made vacant by resignation, death, suspension or dismissal;
- B. to fill a teaching position of a regular teacher on leave of absence; and
- C. to perform the instructional services of any teacher who is authorized by law to be absent from class without loss of pay, providing the absence is approved by the Board in accordance with the law. The substitute shall be a duly certified teacher.

Persons whose names do not already appear on the substitute list may attain that status only by making application in response to a posted notice of vacancy for the substitute list. The posting process, and the selection of candidates from among the applicants, shall follow the procedures set forth in WV Code 18A-4-7a.

All applications for employment shall be referred to the personnel office.

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The spouse of the Superintendent or a Board member may not be employed by the Board in any substitute professional position of employment except as substitute classroom teacher and substitute principal. If a Board member's spouse is being considered for such employment, the Board member must not participate in any way in the discussion or vote and must leave the Board meeting during such discussion and vote. If the Superintendent's spouse is being considered, the Superintendent must not participate in the discussion.

The Board will not employ as substitute professionals the unemancipated children or, except for a spouse, a dependent (IRS criteria) of the Superintendent or any member of the Board. Otherwise, the Board may employ the Superintendent's or a member's relatives, including his/her parent or parent-in-law, brother or sister, brother-in-law or sister-in-law, child, son-in-law or daughter-in-law, grandparent, or grandchild. When any such relative of the Superintendent or a Board member is employed as a substitute professional employee, the related Superintendent or Board member shall not participate in any way in the discussion on the employment. The Board member shall not vote and shall leave the Board meeting during the discussion and vote. Thereafter, the Board member may not vote on a personnel matter involving such a person unless the matter affects the Board member's relative as a member of a profession or occupation, or as a member of a class of at least five (5) persons.

[] No individual shall be appointed to a substitute professional position in which s/he would be responsible for supervising his/her spouse, or in which s/he would be supervised by his/her spouse.

No individual shall be appointed to a substitute professional position in which s/he would be responsible for supervising a member of his/her immediate family, or in which s/he would be supervised by a member of his/her spouse. A substitute professional's immediate family members are his/her spouse, parent or parent-in-law, brother or sister, brother-in-law or sister-in-law, child, son-in-law or daughter-in-law, grandparent, or grandchild.

Any person who intentionally misstates facts material to his/her qualifications for employment or the determination of salary shall be subject to dismissal by the Board.

Applications for employment will not be accepted from any current Board member. If a Board member wishes to apply for a position, his/her resignation must be accepted by the Board prior to submitting an application and circumstances must be such as to avoid the Board member's apparent use of his/her authority or influence as a Board member to secure the employment position. Employment, as used herein, shall not include volunteer positions for which no compensation is payable or paid.

[] No candidate for employment as a substitute professional staff member shall receive recommendation for such employment without having proffered visual evidence of proper licensing or that application for such licensing is in process. Said licensing shall meet the minimum requirements of State law for the position for which s/he is being recommended. The Superintendent shall request an appropriate criminal background check regarding the prospective employee prior to making any recommendation to the Board.

Long-term substitute means a substitute employee who fills a vacant position that the Superintendent expects to extend for a least thirty (30) consecutive days, and is either:

- A. listed in the job posting as a long-term substitute position of over thirty (30) days; or
- B. listed in a job posting as a regular, full-time position and:
 - 1. is not filled by a regular, full-time employee; and
 - 2. is filled by a substitute employee.

For the purposes of eligibility for PEIA benefits, a long-term substitute does not include a retired employee hired to fill the vacant position.

A substitute teacher who has been assigned as a classroom teacher in the same classroom continuously for more than one-half (1/2) of a grading period and whose assignment remains in effect two (2) weeks prior to the end of the grading period, shall remain in the assignment until the grading period has ended, unless the principal of the school certifies that the regularly employed teacher has communicated with and assisted the substitute with the preparation of lesson plans and monitoring student progress or has been approved to return to work by his/her physician. For the purposes of this policy, teacher and substitute teacher means professional educator as defined in WV Code 18A-1-1.

Upon completion of 133 days of employment in any one (1) school year, substitute teachers, except retired teachers and other retired professional educators employed as substitutes, shall accrue seniority exclusively for the purpose of applying for employment as a permanent, full-time professional employee. Employment of 133 days or more as a substitute teacher shall be prorated and shall vest as a fraction of the school year worked by the permanent, full-time teacher.

The pay of a substitute teacher shall not be less than eighty percent (80%) of the daily rate of the State basic salary paid to teachers; however, any substitute teacher who teaches in excess of ten (10) consecutive instructional days in the same position shall, thereafter, not be paid less than eighty percent (80%) of the daily rate of the State advanced salary based upon teaching experience. Any substitute teacher who teaches in

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excess of thirty (30) days in the same position shall be paid the daily rate of the advanced salary schedule in the county.

A substitute shall have standing to file a grievance only on matters related to days worked or when there is a violation, misapplication or misinterpretation of a statute, policy, rule or written agreement relating to such substitute.

Substitute teachers shall be evaluated in accordance with State and local policies.

Substitute teachers may be utilized to assist with classroom responsibilities in order to provide for planning time for a regular employee; however, any substitute teacher who is employed to teach a minimum of two (2) consecutive days in the same position shall be granted a planning period.

Substitutes shall have complied with the tuberculosis examination required by law.

Daily substitutes shall not earn sick leave and shall not be paid for days when students are not required to attend school.

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WV Code 18A-2-3, 18A-4-7, 18A-4-14, 18A-4-7a, 18A-2-12, 18-29-2, 16-3D-3

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3217 - WEAPONS

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

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

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

Further, this prohibition does not apply to an individual twenty-one (21) or older who has a valid concealed handgun permit and posses possesses an unloaded firearm in a locked vehicle or locked firearm case, that is on any part of school grounds used as a parking facility provided, however that the handgun case or rack is not visible to those

passing by the vehicle (i.e., the case is in the vehicle trunk, glove box or other interior compartment, or in another locked container securely fixed to the vehicle.)

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

- A. "Blackjack" means a short bludgeon consisting, at the striking end, of an encased piece of lead or some other heavy substance and, at the handle end, a strap or springy shaft which increases the force of impact when a person or object is struck. The term "blackjack" shall include, but not be limited to, a billy, billy club, sand club, sandbag or slapjack.
- B. "Gravity knife" means any knife that has a blade released from the handle by the force of gravity or the application of centrifugal force and when so released is locked in place by means of a button, spring, lever or other locking or catching device.
- C. "Knife" means an instrument, intended to be used or readily adaptable to be used as a weapon, consisting of a sharp-edged or sharp-pointed blade, usually made of steel, attached to a handle which is capable of inflicting cutting, stabbing or tearing wounds. The term "knife" shall include, but not be limited to, any dagger, dirk, poniard or stiletto, with a blade over three and one-half (3 1/2) inches in length, any switchblade knife or gravity knife and any other instrument capable of inflicting cutting, stabbing or tearing wounds. A pocket knife with a blade three and one-half (3 1/2) inches or less in length, a hunting or fishing knife carried for hunting, fishing, sports or other recreational uses, or a knife designed for use as a tool or household implement shall not be included within the term "knife" as defined herein unless such knife is knowingly used or intended to be used to produce serious bodily injury or death.
- D. "Switchblade knife" means any knife having a spring-operated blade which opens automatically upon pressure being applied to a button, catch or other releasing device in its handle.
- E. "Nunchaku" means a flailing instrument consisting of two (2) or more rigid parts, connected by a chain, cable, rope or other nonrigid, flexible or springy material, constructed in such a manner as to allow the rigid parts to swing freely so that one (1) rigid part may be used as a handle and the other rigid part may be used as the striking end.
- F. "Metallic or false knuckles" means a set of finger rings attached to a transverse piece to be worn over the front of the hand for use as a weapon and constructed

in such a manner that, when striking another person with the fist or closed hand, considerable physical damage may be inflicted upon the person stuck. The terms "metallic or false knuckles" shall include any such instrument without reference to the metal or other substance or substances from which the metallic or false knuckles are made.

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

The term "deadly weapon" does not include any item or material owned by the school or CountyDistrict Board, intended for curricular use, and used by the student at the time of the alleged offense solely for curricular purposes.

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

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

The principal or, if the violation does not occur within his/her jurisdiction, the administrator with authority, shall report any violation of this policy to the WV State Police and the State Superintendent of Schools within seventy-two (72) hours after the violation occurs, and to the CountyDistrict Superintendent immediately. Any professional employee who violates this policy will be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy.

Exceptions to this policy include:

- A. acting in his/her official capacity, a law enforcement officer employed by a Federal, State, CountyDistrict, or municipal law enforcement agency;
- B. employed by a Federal, State, county, or municipal law enforcement agency; a qualified retired law enforcement officer who meets all requirements under the Law Enforcement Officer Safety Act of 2004, carries that firearm in a concealed manner, and has the appropriate official identification in accordance with the act; any probation officer in the performance of his/her duties;
- C. any probation officer in the performance of his/her duties; any home confinement supervisor employed by a county submission pursuant to State law in the performance of his/her duties;
- D. a State parole officer appointed pursuant to State law while in performance of his/her official duties;
- E. a retired law enforcement officer who meets all the requirements to carry a firearm as a qualified retired law enforcement officer under the Law Enforcement Officer Safety Act of 2004, and carries that firearm in a concealed manner, and has on his/her person official identification in accordance with that Act;

F. a retired law enforcement officer who:

- 1. is employed by a State, county, or municipal law enforcement agency;
- 2. is covered for liability purposes by his/her employer;
- 3. is authorized by the School Board and the school principal to serve as security for a school;
- 4. meets all the requirements to carry a firearm as a qualified retired law enforcement officer under the Law Enforcement Officer Act of 2004, as amended, pursuant to 18 U.S.C. 926C(c); and
- 5. meets all of the requirements for handling and using a firearm established by his/her employer, and has qualified with his/her firearm to those requirements; a person, other than a student of a primary and secondary facility, specifically authorized by the Board of Education or principal of the school where the property is located to conduct programs with valid educational purposes; (working firearms and ammunition shall never be approved)

- G. persons age twenty-one (21) or older who have a valid concealed handgun permit and possess a concealed handgun while in a motor vehicle in a public school's parking lot, traffic circle, or other areas of vehicular ingress or egress so long as the firearm is out of view from the individuals outside of the vehicle; a person who, as otherwise permitted, possesses an unloaded firearm or deadly weapon in a motor vehicle or leaves an unloaded firearm or deadly weapon in a locked motor vehicle;
- H. a person, other than a student of a primary and secondary facility, specifically authorized by the Board or principal where the property is located to conduct programs with valid educational purposes; programs or raffles conducted with the approval of the Board of Education or school which include the display of unloaded firearms, provided that such unloaded firearm must have first had the firing mechanism removed and the firearm must thereafter have been checked by a member of the West Virginia State Police to ensure that it is safe;
- I. cased, unloaded firearms in a locked vehicle driven or parked in any part of school grounds used as a parking facility that is on any part of school grounds used as a parking facility provided however that the handgun case or rack is not visible to those passing by the vehicle (i.e., the case is in the vehicle trunk, glove box or other interior compartments, or in another locked container securely fixed to the vehicle). the official mascot of West Virginia University, commonly known as "The Mountaineer", acting in his/her official capacity;
- J. persons with written approval from the Board or the Building Principal to conduct programs with valid educational purposes (working firearms and ammunition shall never be approved); programs or raffles conducted with the approval of the Board of Education or school which include the display of unloaded firearms, provided that such unloaded firearm must have first had the firing mechanism removed and the firearm must thereafter have been checked by a member of the West Virginia State Police to ensure that it is safe; the official mascot of West Virginia University, commonly known as "The Mountaineer", acting in his/her official capacity;
- K. the official mascot of West Virginia University, commonly known as "The Mountaineer", acting in his/her official capacity; any person, twenty-one (21) years old or older, who has a valid concealed handgun permit;

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

view from persons outside the vehicle, the vehicle is locked, and the handgun is in a glove box or other interior compartment, or in a locked trunk, or in a locked container securely fixed to the vehicle.

L. the official mascot of Parkersburg South High School, commonly known as the Patriot, acting in his/her official capacity;

M.

N. starter pistols, incapable of expelling a projectile by action of an explosion, when used in appropriate sporting events.

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

Revised 12/3/07

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Legal 18 U.S.C. 922

WV State Code 61-7-2, 61-7-11, 61-7-11a, 61-7-17

6/6

Book

Policy Manual

Section

Board Approve 03-06-23

Title

Copy of WEAPONS

Code

po4217

Status

Adopted

August 1, 2007

Last Revised

January 4, 2010



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

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

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

Further, this prohibition does not apply to an individual twenty-one (21) or older who has a valid concealed handgun permit and posses an unloaded firearm in a locked vehicle or locked firearm case, that is on any part of school grounds used as a parking facility provided, however that the handgun case or rack is not

visible to those passing by the vehicle (i.e., the case is in the vehicle trunk, glove box or other interior compartment, or in another locked container securely fixed to the vehicle.)

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

- A. "Blackjack" means a short bludgeon consisting, at the striking end, of an encased piece of lead or some other heavy substance and, at the handle end, a strap or springy shaft which increases the force of impact when a person or object is struck. The term "blackjack" shall include, but not be limited to, a billy, billy club, sand club, sandbag or slapjack.
- B. "Gravity knife" means any knife that has a blade released from the handle by the force of gravity or the application of centrifugal force and when so released is locked in place by means of a button, spring, lever or other locking or catching device.
- C. "Knife" means an instrument, intended to be used or readily adaptable to be used as a weapon, consisting of a sharp- edged or sharp-pointed blade, usually made of steel, attached to a handle which is capable of inflicting cutting, stabbing or tearing wounds. The term "knife" shall include, but not be limited to, any dagger, dirk, poniard or stiletto, with a blade over three and one-half (3 1/2) inches in length, any switchblade knife or gravity knife and any other instrument capable of inflicting cutting, stabbing or tearing wounds. A pocket knife with a blade three and one-half (3 1/2) inches or less in length, a hunting or fishing knife carried for hunting, fishing, sports or other recreational uses, or a knife designed for use as a tool or household implement shall not be included within the term "knife" as defined herein unless such knife is knowingly used or intended to be used to produce serious bodily injury or death.
- D. "Switchblade knife" means any knife having a spring-operated blade which opens automatically upon pressure being applied to a button, catch or other releasing device in its handle.
- E. "Nunchaku" means a flailing instrument consisting of two (2) or more rigid parts, connected by a chain, cable, rope or other nonrigid, flexible or springy material, constructed in such a manner as to allow the rigid parts to swing freely so that one (1) rigid part may be used as a handle and the other rigid part may be used as the striking end.

- F. "Metallic or false knuckles" means a set of finger rings attached to a transverse piece to be worn over the front of the hand for use as a weapon and constructed in such a manner that, when striking another person with the fist or closed hand, considerable physical damage may be inflicted upon the person stuck. The terms "metallic or false knuckles" shall include any such instrument without reference to the metal or other substance or substances from which the metallic or false knuckles are made.
- G. "Pistol" means a short firearm having a chamber which is integral with the barrel, designed to be aimed and fired by the use of a single hand.
- H. "Revolver" means a short firearm having a cylinder of several chambers that are brought successively into line with the barrel to be discharged, designed to be aimed and fired by the use of a single hand.
- "Pepper Spray" means a temporarily disabling aerosol that is composed partly of capsicum oleoresin and causes irritation, blinding of the eyes, and inflamation of the nose, throat, and skin that is intended for selfdefense use.
- J. Other deadly weapons of like kind or character above which may be easily concealed on or about the person.
- K. Explosive, chemical, biological and radiological materials.

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

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

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

The principal or, if the violation does not occur within his/her jurisdiction, the administrator with authority, shall report any violation of this policy to the WV State Police appropriate local office of the State Police, county sheriff, or municipal police agency and the State Superintendent of Schools within seventy-two (72) hours after the violation occurs, and to the CountyDistrict Superintendent immediately. Any

service personnel employee who violates this policy will be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy.

Exceptions to this policy include:

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

ensure that it is safe;

- J. official mascot of West Virginia University, commonly known as "The Mountaineer", acting in his/her official capacity;
- K. official mascot of Parkersburg South High School, commonly known as the Patriot, acting in his/her official capacity;
- L. any person, 21 years old or older, who has a valid concealed handgun permit;

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

M. (*) starter pistols, incapable of expelling a projectile by action of an explosion, when used in appropriate sporting events.

N.

O. starter pistols used in appropriate sporting events.

Service personnel employees shall report any information concerning weapons and/or threats of violence by students, staff members, or visitors to the principal or immediate supervisor. Failure to report such information may subject the employee to disciplinary action, up to and including termination.

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Revised 12/3/07

Legal

WV Code 61-7-14

18 U.S.C. 922

WV State Code 61-7-2, 61-7-11, 61-7-11a

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Book Policy Manual

Section Board Approve 03-06-23

Title Copy of New Policy - Vol. 14, No. 2 - August 2022 - LEARNING

PODS AND MICRO SCHOOLS

Code po2370.04

Status

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

2370.04 - LEARNING PODS AND MICRO SCHOOLS

A child is exempt from the compulsory school attendance requirement if the child participates in a learning pod or micro school pursuant to State law.

Definitions

A "Learning pod" means a voluntary association of parents choosing to group their children together to participate in their elementary or secondary academic studies as an alternative to enrolling in a public school, private school, homeschool, or micro school, including participation in an activity or service provided to the children in exchange for payment.

A "Micro school" means a school initiated by one or more teachers or an entity created to operate a school that charges tuition for the students who enroll and is an alternative to enrolling in a public school, private school, homeschool, or learning pod.

General Provisions

Upon beginning participation in a learning pod or micro school, the parent or legal guardian of the child who is participating shall present to the Superintendent or Board a notice of intent to participate. The notification from the parent or legal guardian shall include the name, address, and age of any child of compulsory school age participating. The parent or legal guardian shall also provide an assurance that the child shall receive instruction in reading, language, mathematics, science, and social studies. Any child who is of compulsory school age participating in a learning pod or micro school shall be assessed annually in accordance with this subsection.

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If a child is enrolled in a public school, notice of intent to participate in a learning pod or micro school shall be given on or before the date participation is to begin.

Provision of Instruction Requirements

The person providing instruction shall notify the Superintendent if a child who is of compulsory school age terminates participation in a learning pod or micro school.

If a person who is providing instruction establishes residency in a new county, the individual shall notify the Superintendent that they no longer are a resident of that county. A new notice of intent to provide instruction in a learning pod or micro school shall be provided to the Superintendent where the person providing instruction has established residency.

The person(s) providing instruction shall submit satisfactory evidence of a high school diploma or equivalent, or a post-secondary degree or certificate from a regionally accredited institution, or from an institution of higher education that has been authorized to confer a post-secondary degree or certificate in West Virginia by the West Virginia Council for Community and Technical College Education or by the West Virginia Higher Education Policy Commission.

Annually, the person or persons providing instruction shall obtain an academic assessment of the child for the previous school year in one of the following ways:

- A. The child participating in a learning pod or micro school takes a nationally normed standardized achievement test published or normed not more than 10 years from the date of administration and administered under the conditions as set forth by the published instructions of the selected test and by a person qualified in accordance with the test's published guidelines in the subjects of reading, language, mathematics, science, and social studies. The child is considered to have made acceptable progress when the mean of the child's test results in the required subject areas for any single year is within or above the fourth stanine or, if below the fourth stanine, shows improvement from the previous year's results;
- B. The child participates in the testing program currently in use in the state's public schools. The test shall be administered to the child at a public school in the county of residence. Determination of acceptable progress shall be based on current quidelines of the state testing program;
- C. A portfolio of samples of the child's work is reviewed by a certified teacher who determines whether the child's academic progress for the year is in accordance

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with the child's abilities. The teacher shall provide a written narrative about the child's progress in the areas of reading, language, mathematics, science, and social studies and shall note any areas which, in the professional opinion of the reviewer, show need for improvement or remediation. If the narrative indicates that the child's academic progress for the year is in accordance with the child's abilities, the child is considered to have made acceptable progress; or

D. The child completes an alternative academic assessment of proficiency that is mutually agreed upon by the parent or legal guardian and the Superintendent.

Retention Requirements

A parent or legal guardian shall maintain copies of each student's Academic Assessment for three years. When the annual assessment fails to show acceptable progress, the person or persons providing instruction shall initiate a remedial program to foster acceptable progress. The Board upon request shall notify the parents or legal guardian of the child, in writing, of the services available to assist in the assessment of the child's eligibility for special education services. Identification of a disability does not preclude the continuation of participation in a learning pod or micro school. In the event that the child does not achieve acceptable progress for a second consecutive year, the person or persons providing instruction shall submit to the county superintendent additional evidence that appropriate instruction is being provided.

Academic Assessments

The parent, legal guardian, learning pod, or micro school shall submit to the county superintendent the results of the academic assessment of the child with the same frequency prescribed in State law, however, instead of the academic assessment results being submitted individually, the learning pod or micro school may submit the school composite results.

Instructional Materials and Class Participation

The Superintendent shall offer assistance, including textbooks, other teaching materials and available resources, all subject to availability, as may assist the person or persons providing instruction. Any child participating in a learning pod or micro school may upon approval of the Board exercise the option to attend any class offered by the Board as the person or persons providing instruction may consider appropriate subject to normal registration and attendance requirements.

Statutory Requirements

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No learning pod or micro school which meets the requirements of this WV Code 18-8-1 is subject to any other provision of law relating to education; however, any learning pod or micro school which has a student requiring special education instruction must comply with the provisions of WV Code 18-20-11, including, but not limited to, placement of video cameras for the protection of that exceptional student.

Making learning pods and micro schools subject to the home instruction provisions and requirements does not make learning pods and micro schools the same as homeschooling.

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WV Code 18-8-1

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Section

Board Approve 03-06-23 We MID

Copy of New -Copy of New Policy - Vol. 14, No. 1 - February 2022 - HOPE Title

SCHOLARSHIP PROGRAM

Code po2371

Status

2371 - HOPE SCHOLARSHIP PROGRAM

The Hope Scholarship Program (Program) is established to provide the option for a parent or eligible student to better meet individual educational needs.

It shall be the responsibility of the District to provide accurate records to any education service provider that has enrolled an eligible student with a complete copy of the student's school records, while complying with the Family Educational Rights and Privacy Act of 1974 (FERPA). (See Also: Policy 8330 - Student Records)

General Requirements

The Program funds will be allocated by the Hope Scholarship Board to an eligible student or the parents of an eligible student. The funds will be awarded to an eligible recipient to pay qualifying education expenses.

For a student to be eligible for the program, they must meet the requirements established in 18-31-5 W.V. Code and complete the standard, confidential application form.

The application shall be approved and the eligible student granted the scholarship by the Hope Scholarship Board, if the parent meets the requirements established in W.V. Code and signs an agreement promising to meet the standards set forth in statute.

The Superintendent shall develop a guideline to establish an appeal process if a parent or eligible student is denied a scholarship. This process will be consistent with 18-31-10 W.V. Code.

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If granted a scholarship, the parents and eligible students must agree to use the funds deposited into the scholarship account only for the qualifying expenses as established in 18-31-7 W.V. Code.

Exemption

A student is exempt from the compulsory school attendance requirements set forth in State law if the student is an eligible recipient participating in the Hope Scholarship Program and notice has been provided about the student's intent to participate in the Hope Scholarship Program to the Superintendent. The Superintendent shall enter the following information into the West Virginia Education Information System (WVEIS):

- A. The filing of the notice of intent pursuant to State law;
- B. In the case of a Hope Scholarship recipient who chooses an individualized instructional program, annually, the student's test results or determination that a student is making academic progress commensurate with his or her age and ability, as applicable, pursuant to State law requirements; and
- C. In the case of an eligible recipient enrolling in a participating school, annually, the filing of a notice of enrollment pursuant State law.

Statewide Assessments

The District will notify any student who resides in the District and receives a Hope Scholarship, and the student's parent, about the locations and times to take all Statewide assessments. Parents shall be responsible for transporting the student to the assessment site.

Term of Hope Scholarship

Annually, by July 1 of each year, the Hope Scholarship Board is required to verify with the West Virginia Department of Education (WVDE) the criteria established in 18-31-7 W.V. Code.

The parent or eligible student shall annually renew the recipient's scholarship.

Unless there has been a change in eligibility the scholarship shall remain in force until one of the following conditions occur:

A. A parent of an eligible recipient fails to renew a Hope Scholarship account or withdraws from the Program;

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B. The Hope Scholarship Board determines that a student is no longer eligible for a scholarship;

- C. The Hope Scholarship Board suspends or revokes participation in the Hope Scholarship Program for failure to comply with the requirements of state statute;
- D. The eligible student successfully completes a secondary education program; or
- E. The eligible scholarship student reaches 21 years of age.

If the scholarship will be terminated due to the above stated, statutory criteria, the Hope Scholarship Board shall notify the parent of the eligible student that their account will be closed in forty-five (45) calendar days. If the parent of an eligible student fails to respond to the notification by the Hope Scholarship Board regarding the condition or conditions upon which the termination is based within thirty (30) days, the account will be officially closed and remaining money will be returned to the State.

Limited Liability

The School Board shall not be liable based on the award or use of a Hope Scholarship awarded to an eligible student pursuant to this policy and the provisions of 18-31-1 et seq. W.V. Code.

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WV Code 18-8-1(m)

WV Code 18-31-1

WV Code 18-31-5

WV Code 18-31-3(a)

WV Code 18-31-3(e)

WV Code 18-31-8(a), (f)

WV Code 18-31-9(c)

WV Code 18-31-10(d)

WV Code 18-31-11

WV Code 18-31-13

20 U.S.C. 1232g

Cross References Hope Scholarship Program FAQ Link

Vol 14 NO 1 Feb.

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Book

Policy Manual

Section

Board Approve 03-06-23

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Title

Copy of ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS

FOR ENROLLMENT

Code

po5111

Status

Adopted

August 1, 2007

Last Revised

December 16, 2019

5111 - ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS FOR ENROLLMENT

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

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

- A. attained the age of five (5) years prior to the first day of July of the school year in which the child is enrolled in kindergarten; or
- B. attained the age of six (6) years prior to the first day of July of the school year in which the child is enrolled in grade one (1); and
- C. not yet attained the age of twenty-two (22) years.

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

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school year or the student has met graduation requirements as specified by the Individualized Education Program and such requirements are within the State and local policy pertaining to graduation requirements.

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

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

Unless students are transferred to a County school from outside the County according to pertinent provisions of law and policy or are homeless students as that designation is defined by the State and Federal law or are foreign exchange or other foreign students visiting persons who reside in the County, they must be current residents of the County in order to enroll in the school system. All requests to enroll in District schools from nonresident students will be handled in accordance with Policy 5113 and applicable Statute and policy.

Revised 12/3/07 Revised 6/18/12

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

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Book

Policy Manual

Section

Vol 14, No. 2 August 2022 Drafts

Title

Copy of STUDENT SUPERVISION AND WELFARE BY

PROFESSIONAL STAFF

Code

po3213

Status

Adopted

August 1, 2007

Last Revised

February 1, 2021

3213 - STUDENT SUPERVISION AND WELFARE BY PROFESSIONAL STAFF

Professional staff shall maintain a standard of care for the supervision, control, and protection of students commensurate with their certification, classification, assigned duties, and responsibilities and are expected to establish and maintain professional staff/student boundaries that are consistent with their legal, professional and ethical duties of care for students.

The Superintendent shall maintain and enforce the following standards:

- A. A professional staff member who transports students in a private vehicle shall do so in accordance with Policy 8660.
- B. A professional staff member shall report to a building administrator any accident, safety hazard, or other potentially harmful condition or situation s/he detects in a reasonably prompt manner.
- C. A professional staff member shall provide proper instruction in safety matters as presented in assigned course guides.
- D. Each professional staff member shall immediately report to a building administrator knowledge of threats of violence by students in a reasonably prompt manner.

E. A professional staff member shall not send students on any personal errands for the benefit of the staff member or other school employees.

- F. A professional staff member shall not associate or fraternize with students at any time in any manner that may give the appearance of impropriety, including, but not limited to, the creation of, instigation, encouragement of, or participation in any situation or activity that could reasonably be considered abusive or sexually suggestive or involve harmful substances such as illegal drugs, alcohol or tobacco. Any romantic, sexual or other inappropriate conduct, including mere communication of such nature, with a student by any staff member will subject the offender to disciplinary action by the Board, up to and including termination of employment.
- G. If a student approaches a staff member to seek advice or to ask questions regarding a personal problem related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc., the staff member may attempt to assist the student by facilitating contact with certified or licensed individuals in the County or community who specialize in the assessment, diagnosis, and treatment of the student's stated problem. However, under no circumstances should a staff member attempt, unless properly licensed and authorized to do so, to assess, diagnose, or treat the student's problem or behavior, nor should such staff member inappropriately disclose personally identifiable information concerning the student to third persons unless specifically authorized to do so by law. A report of the staff member's actions with regard to the student shall be made to the school principal or other appropriate supervisory person no later than the end of the following school day.
- H. A student shall not be required to perform work or services that may be detrimental to his/her health.
- I. Professional staff members are strongly discouraged from engaging students on interactive media sites, such as Facebook, Twitter, MySpace, YouTube, Skype, blogs, etc., except when such communication is directly related to curricular matters or co-curricular/extracurricular events or activities with prior approval of the principal.
- J. Professional staff members are prohibited from electronically transmitting any personally identifiable image of a student(s), including video, photographs, streaming video, etc. via email, text message, or through the use of social media and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc., unless such transmission has been made in connection with a pre-approved curricular matter or co-curricular/extracurricular event or activity such as a school-sponsored publication or production in accordance with Policy

5722.

K. Since most information concerning a child in school, other than directory information described in West Virginia Board of Education policy 4350 and in Policy 8330, is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

A staff member or volunteer who suspects child abuse or neglect, or observes a child being subjected to conditions that are likely to result in abuse or neglect shall immediately, and not more than twenty-four (24) hours after suspecting this abuse or neglect, report the circumstances, or cause a report to be made, to the Department of Health and Human Resources, and shall also notify the person in charge of the school or facility of such suspicion. Upon such notification, the person in charge of the school or facility may supplement the report or cause an additional report to be made. In cases where the reporter believes that the child suffered serious physical abuse, or sexual abuse or sexual assault, the reporter shall also immediately report, or cause a report to be made, to the State Police and any law enforcement agency having jurisdiction to investigate the complaint (Policy 8462).

Upon allegations that a staff member jeopardized the health, safety, welfare, or learning environment of students, at the start of the investigation into the allegation, the staff member shall be suspended, placed on administrative leave, or reassigned to duties that do not involve direct interaction with students. The principal shall report any allegations to the Superintendent within twenty-four (24) hours. The principal's report to the Superintendent is in conjunction with any other mandatory reports that must be made as a mandatory reporter of suspected child abuse or neglect.

If a staff member is charged with committing a felony, a misdemeanor with a rational nexus to the performance of the staff member's job, or child abuse, the Board shall, pending final disposition of the charges, suspend the staff member, place them on administrative leave, or reassign them to duties that do not involve direct interaction with students.

Pursuant to State law, any staff member or other person who has been found guilty of sexual assault in the first degree or sexual abuse in the first degree are prohibited from supervising or being responsible for supervising groups of children, including but not limited to religious organizations, Boy Scouts, Girl Scouts, 4-H organizations, sporting and scholastic teams, music, sporting, and theatre groups and camps, and summer day camps. $\underline{*}$

*All language contained in this policy comes directly from the statutes and WVBE policies listed below and does not reflect the independent judgment or intent of the Board of Education.

Revised 5/20/13 Revised 7/6/20

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WV Code 18A-2-8

WV Code 62-12-26(c)

West Virginia Board of Education policy 4350

West Virginia Board of Education policy 4336

West Virginia Code 49-6A-2

VOLHERY 5259

Book

Policy Manual

Section

Board Approve 03-06-23

Title

Copy of New Policy - Vol. 14, No. 1 - February 2022 - CHARTER SCHOOLS

Code

po9505

Status

99009505 - CHARTER SCHOOLS

WV Code 18-5G-1 empowers the School Board with the creation, governance, and oversight accountability for all public charter schools situated within ______Marion County. The Board of Education will be considered to be acting in the capacity of a charter school "authorizer" when the application includes a primary recruitment area that is wholy within the ______Marion County School District.

The Board designates the Superintendent to receive and review all charter applications pursuant to the provisions of State law and West Virginia Department of Education (WVDE) policy 3300 - Charter Public Schools.

Further, the Board, upon the recommendation of the Superintendent, will either approve or reject the charter school application, in accordance with all requirements set forth in applicable statute and WVDE policy 3300.

After approval of an application, the Board shall enter into charter contracts with approved charter school applicants. Approved charter schools are public schools and shall receive goods and services from the Board as required by law and/or specified through a contract with the Board.

The Board hereby incorporates by reference the provisions and requirements of WVDE policy 3300 - Charter Public Schools.

[Drafting Note: In the absence of a specific local policy setting forth charter school application requirements and process details, school districts are exclusively governed by the provisions of policy 3300. However, school districts do have authorization under State Statute and policy to utilize the request for application or other solicitation process, whereby additional requirements, forms, and criteria may be applied to the charter school application and approval process. Any such provisions must be contained in a formally adopted local policy which fully complies with the applicable statute and state policy provisions.]

Legal

WV Code 18-5G-1

WV Code 18-5G-2

WV Code 18-5G-3

WV Code 18-5G-4

WV Code 18-5G-5

WV Code 18-5G-6

WV Code 18-5G-9

WV Code 18-5G-10

WV Code 18-5G-11

WV Code 18-5G-12

WV Code 18-5G-13

WV Code 18-5G-14

WV Code 18-5G-15

West Virginia Department of Education policy 3300 - Charter Public Schools

Last Modified by Robin Haught on January 30, 2023

Book Policy Manual

Section Board Approve 03-06-23

Title Copy of ASSIGNMENT AND TRANSFER OF SERVICE

PERSONNEL

Code po4130

Status

August 1, 2007 Adopted

July 7, 2014 Last Revised

4130 - ASSIGNMENT AND TRANSFER OF SERVICE PERSONNEL

Relocation of service personnel may become necessary to meet shifting student population, building or program requirements or for other good reasons.

- A. Service personnel employees shall be notified in writing by the Superintendent on or before MarchApril 1st if being considered for transfer or to be transferred. Only those service employees whose consideration for transfer or intended transfer is based upon known or expected circumstances which will require the transfer of employees who shall be considered for transfer or intended for transfer and the notification shall be limited to only those employees. Any service personnel employee who desires to protest such proposed transfer may request in writing a statement of the reasons for the proposed transfer. Such statement of reasons shall be delivered to the service employee within ten (10) days of the receipt of the request. Within ten (10) days of the receipt of the statement of the reasons, the service personnel employee may make written demand upon the Superintendent for a hearing on the proposed transfer before the County Board of Education. The hearing on the proposed transfer shall be held on or before April 15thMay 1st. At the hearing, the reasons for the proposed transfer must be shown.
- B. The Superintendent at a meeting of the Board on or before April 15thMay 1st shall furnish in writing to the Board a list of service personnel employees to be considered for transfer and subsequent assignment for the next ensuring school year. An employee who was not provided notice and an opportunity for a hearing

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pursuant to subsection (A) of this section may not be included on the list. All service personnel employees not so listed shall be considered as reassigned to the positions or jobs held at the time of this meeting. The list of those recommended for transfer shall be included in the minute record of such meeting and all those so listed shall be notified in writing, and shall be delivered which notice shall be delivered in writing, by certified mail, return receipt requested, to such persons' last known addresses within ten (10) days following said Board meeting, with written receipt notification documented by the Superintendent, and shall state that the person is of their having been sobeing recommended for transfer and subsequent assignment and the reasons therefore.

- C. Service personnel employees who are assigned to schools that require a reduction in the number of employees within a classification shall be recommended for transfer on the basis of the best interests of the schools, with consideration being given to achieving the least disruption to educational programming and the efficient operation of the schools. Provided, however, that if the identification of an employee within a classification to be recommended for transfer will have little or no effect upon educational programming or the efficient operation of the schools, the least senior employee within such classification area shall be recommended for transfer.
- D. When actual student enrollment in a grade level or program, unforeseen before MarchMay 1 of the preceding school year, permits the assignment of fewer service personnel to or within a school under any class size or caseload standard established in WV Code 18-5-18a or any policy of the West Virginia State Board of Education, the Superintendent, with Board approval, may reassign the surplus personnel to another school or to another grade level or program within the school if needed there to comply with any class size or caseload standard. Provided:
 - 1. Before any reassignment may occur, notice shall be provided to the employee and the employee shall be provided an opportunity to appear before the Board to state the reasons for his/her objections, if any, prior to the Board voting on the reassignment. The opportunity to be heard shall not be a hearing with the right to present witnesses, rather, it is an opportunity for the employee to concisely state his/her objections to the Board.
 - 2. Except as otherwise provided in (1) above, the reassignment may be made without following the notice and hearing provisions of WV Code 18A-2-7 and at any time during the school year when the student enrollment conditions above exist; however, the reassignment may not occur after the last day of the second school month.

- 3. A service employee reassigned shall be the least senior of the surplus personnel who holds the same classification or multiclassification needed to perform the duties at the other school or at the grade level or program within the same school. In considering whether an aide is a surplus employee, the Board shall consider each classification and/or multiclassification held by him/her and shall not be limited only to the current program or assignment held by the surplus aide.
- 4. No school employee's annual contract term, compensation or benefits shall be changed as a result of a reassignment.

The Superintendent shall provide documentation of the staffing needs as of MarchMay 1st.

- E. An aide may transfer to another position of employment one (1) time only during any one half (1/2) of a school term, unless otherwise mutually agreed upon by the aide and the County Superintendent, or the Superintendent's designee, subject to Board approval; provided, that during the first year of employment as an aide, an aide may not transfer to another position of employment during the first one-half (1/2) school term of employment unless mutually agreed upon by the aide and County Superintendent, subject to Board approval. It is not in the best interest of students with autism or with an exceptionality whose IEP requires one-on-one services, or students in the early childhood years, to have multiple teachers, mentors, aides, paraprofessionals, interpreters or any combination thereof during the instructional term. Therefore, after the twentieth day, prior to the beginning of the instructional term, filling positions through transfers of personnel from one position to another be kept to a minimum for autism mentors and aides who work with students with autism and for paraprofessionals, interpreters, early childhood classroom assistant teachers and aides who work with students with exceptionalities whose IEPs require one-on-one services, in accordance with the following:
 - 1. After the twentieth day prior to the beginning of the instructional term, a service person may not transfer to another position in the District during that instructional term, unless s/he does not have valid certification, if the service person is employed and assigned as an autism mentor or aide who works with students with autism, or as a paraprofessional, interpreter, early childhood classroom assistant teacher, or aide who works with a student with an exceptionality whose IEP requires one-on-one services;

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2. The aide, autism mentor, paraprofessional, interpreter, or early childhood classroom assistant teacher may apply for any posted, vacant position with the successful applicant assuming the position at the beginning of the next instructional term; and

- 3. The Board, upon recommendation of the Superintendent, may fill a position before the beginning of the next instructional term when it is determined to be in the best interest of the students.
- F. After the fifth day prior to the beginning of the instructional term, no service person employed and assigned as an autism mentor or aide who works with autistic students or as a paraprofessional, interpreter or aide who works with a student with an exceptionality whose IEP requires one-on-one services may transfer to another position in the County during that instructional term unless the service person holding that position does not have valid certification. The aide, autism mentor, paraprofessional or interpreter may apply for any posted, vacant position with the successful applicant assuming the position at the beginning of the next instructional term. The County Board, upon recommendation of the Superintendent, may fill a position before the beginning of the next instructional term when it is determined to be in the best interest of the students. The County Superintendent shall notify the State Board when a service person employed in a position as autism mentor or aide working with autistic students, or as a paraprofessional, interpreter or aide who works with a student with an exceptionality whose IEP requires one-on-one services, is transferred to another position after the fifth day prior to the beginning of the instructional term. Except as provided in Section E above, after the twentieth day prior to the beginning of the instructional term, a service person may transfer to another position of employment one time only during any one-half (1/2) of the instructional term, unless otherwise mutually agreed upon by the service persona and the District Superintendent, subject to School Board approval. During the first year of employment as a service person, a service person may not transfer to another position of employment during the first one-half (1/2) of the instructional term unless mutually agreed upon by the service person and District Superintendent, subject to Board approval, except as follows:
 - 1.
 - upon return from an approved leave of absence, a service person may fill a vacant position for which s/he is qualified or holds valid certification;
 - 3. a service person may apply for a posted, vacant position at any time. The successful applicant for the position may not assume the

position until the beginning of the next one-half (1/2) of the instructional term; and

4. extra-curricular assignments for school bus operators pursuant to WV Code 18A-4-16 are exempt from the requirements of this policy.

G.

H. Itinerant status means a service person who does not have a fixed work site and may be involuntarily reassigned to another work site. A service person is considered to hold itinerant status if he or she has bid upon a position posted as itinerant or has agreed to accept this status. The Board may establish positions with itinerant status only within the aide and autism mentor classification categories and only when the job duties involve exceptional students. A service person with itinerant status may be assigned to a different work site upon written notice ten (10) days prior to the reassignment without the consent of the employee and without posting the vacancy. A service person with itinerant status may be involuntarily reassigned no more than twice during the school year. At the conclusion of each school year, the County Board shall post and fill, pursuant to WV Code 18A-4-8b, all positions that have been filled without posting by a service person with itinerant status. A service person who is assigned to a beginning and ending work site and travels at the expense of the County Board to other work sites during the daily schedule, shall not be considered to hold itinerant status.

I. Surplus Personnel

Notwithstanding any other provision of State law, when actual student enrollment in a grade level or program, unforeseen before March 1st of the preceding school year, permits the assignment of fewer service personnel to or within a school under any class size or caseload standard established in section eighteen a, article five, chapter eighteen of this code or any policy of the West Virginia State Board of Education, the Superintendent, with Board approval, may reassign the surplus personnel to another school or to another grade level or program within the school if needed there to comply with any such class size or caseload standard.

1. Before any reassignment may occur pursuant to this subsection, notice shall be provided to the employee and the employee shall be provided an opportunity to appear before the County Board to state the reasons for his/her objections, if any, prior to the Board voting on the reassignment.

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2. Except as otherwise provided in subdivision 1. Of this subsection, the reassignment may be made without following the notice and hearing provisions of this section, and at any time during the school year when the conditions of this subsection are met: provided, that the reassignment may not occur after the last day of the second school month.

- 3. A service employee reassigned under this subsection shall be the least senior of the surplus personnel who holds the same classification or multi-classification needed to perform the duties at the other school or at the grade level or program within the same school.
- 4. No school employee's annual contract term, compensation, or benefits shall be changed as a result of a reassignment under this subsection.

Revised 4/21/09 Revised 5/7/12

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WV Code 18A-4-8b, 18A-5-8g, 18A-4-8(r), WV Code 18A-2-7(e)

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Book

Policy Manual

Section

Board Approve 03-06-23

Title

Copy of TRANSFER

Code

po3130.01

Status

Adopted

August 1, 2007

Last Revised

March 16, 2015



3130.01 - TRANSFER

The Superintendent, subject only to approval of the Board of Education, shall have authority to transfer professional personnel. However, the employee shall be notified in writing by the Superintendent on or before the first Monday in MarchApril 1st if s/he is being considered for transfer or to be transferred.

Only those professional personnel employees whose consideration for transfer or intended transfer is based upon known or expected circumstances which will require the transfer of employees shall be considered for transfer or intended for transfer and the notification shall be limited to only those employees.

Any professional personnel employee who desires to protest such proposed transfer may request in writing a statement of the reasons for the proposed transfer. The statement of reasons shall be delivered to the employee within ten (10) days of the receipt of the request. Within ten (10) days of the receipt of the statement of the reasons, the employee may make written demand upon the Superintendent for a hearing on the proposed transfer before the Board. The hearing on the proposed transfer shall be held on or before April 15thMay 1st. At the hearing, the reasons for the proposed transfer must be shown.

The Superintendent, at a meeting of the Board on or before April 15thMay 1st, shall furnish in writing to the Board a list of employees to be considered for transfer and subsequent assignment for the next ensuing school year. An employee who was not provided notice and an opportunity for a hearing pursuant to this policy may not be

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included on the list. All other employees not so listed shall be considered as reassigned to the positions or jobs held at the time of this meeting. The list of those recommended for transfer shall be included in the minute record of such meeting and all those so listed shall be notified in writing, which notice shall be delivered in writing, by certified mail, return receipt request, to such person's last known address within ten (10) days following said Board meeting, of their having been so recommended for transfer and subsequent assignment and the reasons for such transfer.

When actual student enrollment in a grade level or program, unforeseen before MarchMay 1st of the preceding school year, permits the assignment of fewer teachers to or within a school under any pupil-teacher ratio, class size or caseload standard established in WV Code 18-5-18a or any policy of the State Board, the Superintendent, with Board approval, may reassign the surplus personnel to another school or to another grade level or program within the school if needed there to comply with any such pupil-teacher ratio, class size or caseload standard. Provided:

- A. Before any reassignment may occur, notice shall be provided to the employee via certified mail or hand delivery at least ten (10) days prior to the same and the employee shall be provided an opportunity to appear before the Board to state the reasons for his/her objections, if any, prior to the Board voting on the reassignment. The opportunity to be heard shall not be a hearing with the right to present witnesses, rather, it is an opportunity for the employee to concisely state his/her objections to the Board.
- B. Except as otherwise provided in (A) above, the reassignment may be made without following the notice and hearing provisions of WV Code 18A-2-7(a) and (b) and at any time during the school year when the student enrollment conditions above exist; however, the reassignment may not occur after the last day of the second school month.
- C. A professional employee reassigned under this paragraph, shall be the least senior of the surplus professional personnel who holds certification or licensure to perform the duties at the other school or at the grade level or program within the school.
- D. No school employee's annual contract term, compensation or benefits shall be changed as a result of a reassignment.

The Superintendent shall provide documentation of the staffing needs as of MarchMay 1.

It is not in the best interest of the students particularly in the elementary grades to have multiple teachers for any grade level or course during the instruction term. Filling positions through transfers of personnel from one professional position to another after the twentieth day prior to the beginning of the instructional term should be kept to a minimum. Except as otherwise provided herein, pursuant to WV Code 18A-4-7a(m),

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after the fifthtwentieth day prior to the beginning of the instructional term, no person employed and assigned to a professional position may transfer to another professional position in the County during that instructional term unless the person holding that position does not have valid certification subject to the following:

- A. The person may apply for any posted, vacant positions with the successful applicant assuming the position at the beginning of the next instructional term.
- B. Professional personnel who have been on an approved leave of absence may fill these vacancies upon their return from the approved leave of absence.
- C. The Board, upon recommendation of the Superintendent may fill a position before the next instructional term when it is determined to be in the best interest of the students. The Superintendent shall notify the State Board of each transfer of a person employed in a professional position to another professional position after the twentieth day prior to the beginning of the instructional term. The Legislature finds that it is not in the best interest of the students particularly in the elementary grades to have multiple teachers for any one grade level or course during the instructional term. It is the intent of the Legislature that the filling of positions through transfers of personnel from one professional position to another after the twentieth day prior to the beginning of the instructional term should be kept to a minimum.
- D. Upon recommendation of the Principal and approval by the classroom teacher, Superintendent, and Board, a classroom teacher assigned to the school may at any time during the school year be assigned to a new or existing classroom teacher position at the school without the position being posted. Transfers made under these provisions are not subject to the limitation on transfers found in WV Code 18A-2-7b(a). This does not apply to the filling of a position vacated because of resignation or retirement that became effective on or before the twentieth day prior to the beginning of the instructional term, but not posted until after that date.

Upon recommendation of the principal and approval by the classroom teacher, Superintendent, and Board, a classroom teacher assigned to the school may at any time during the school year be assigned to a new or existing classroom teacher position at the school during that school year without the position being posted. This provision shall not apply to vacancies that will occur in the ensuing year or other future years. Transfers made under these provisions are not subject to the limitation on transfers found in WV Code 18 A-4-7a(m).

For purposes of this sectionpolicy, an itinerant teacher shall be considered to be assigned to the school where s/he spends the majority of his/her instructional time. If an itinerant teacher does not spend the majority of this/her instructional time in any one

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school the itinerant teacher shall be considered to be assigned to a school as designated by the Superintendent.

Revised 7/7/14

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WV Code 18A-2-7b(a)

West Virginia State Board of Education policy 5000

WV Code 18A-2-7, and 18A-4-7a

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Book

Policy Manual

Section

Vol 14, No. 2 August 2022 Drafts

Title

Copy of New Policy - Vol. 14, No. 2 - August 2022 -

INSTRUCTIONAL MATERIALS INSPECTION AND RIGHT TO FILE

COMPLAINT

Code

po2522

Status

of per LS

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

2522 - INSTRUCTIONAL MATERIALS INSPECTION AND RIGHT TO FILE COMPLAINT

The School Board shall provide instructional materials and equipment, within budgetary constraints, to implement the District's educational goals and objectives and to meet students' needs. The primary objective of such instructional materials and equipment shall be to enrich, support, and implement the educational program of the school. Instructional materials used in the District shall be consistent with the District goals and objectives and the course descriptions established by the State Board of Education and the State standards.

Classroom teachers shall allow the following individuals to inspect Board-adopted instructional materials, supplemental instructional materials which do not require the approval of the Board, and books available in their classroom for students to read if they have a student enrolled in their class:

- A. parents means a parent who has some allocation of physical custody of the child or who has some share of joint decision-making authority for the student;
- B. grandparentcustodian means a grandparentperson of the child who has some allocation of physical custody of the child or who has provided to the school written permission of a parent to have access to the information provided hereincontemplated by this section; or
- C. guardian means a person other than a parent or **grandparentcustodian** who, pursuant to a court order, acts in loco parents for the student.

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The classroom teacher may require a parent, grandparentcustodian, or guardian to schedule an appointment, however, if an appointment is required it shall be scheduled within ten (10) business days of the request.

It is the responsibility of the classroom teacher to demonstrate how the instructional material relates to the content standards adopted by the State Board of Education.

In all classes where reading a book or books will be required, these materials shall be included on a class syllabus, and the syllabus will be available to any parent, grandparentcustodian, or guardian upon request.

A parent, grandparentcustodian, or guardian may file a complaint with the superintendent if a classroom teacher fails to comply with this policy. This complaint shall be filed on a form provided by the superintendent and resolved within seven (7) business days. If the complaint has not been resolved within seven (7) days, the parent, grandparentcustodian, or guardian may file a complaint with the State Superintendent on a state-provided form.

The Superintendent shall, by September 1 of each year, report the total number of complaints made pursuant to this policy to the State Superintendent.

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