

OFFICIAL MINUTES  
Marion County Board of Education  
Regular Session  
Monday, March 6, 2023  
**CENTRAL OFFICE**  
6:00 pm

35-2392

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

Mr. Larry Kincell gave the invocation and Zachary Fancher, Math Teacher, WFMS, led the Pledge of Allegiance.

The Marion County Board of Education met in a Regular Session on Monday, March 6, 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

**31-1000 INFORMATION – RECOGNITIONS – RECOMMENDATIONS – REPORTS**

- 1) WFMS Polar Vortex A-cappella
- 2) WFMS Student Council - Presentation
- 3) FSHS Student Council L.E.A.D – Nathy Janes – Presentation
- 4) NBCT – Recognitions of Leanne Burton, Michelle Talerico, Mark Fisher, Katrina Wilson, Allison
- 5) Kristen DeVaul, Principal, NMHS – Presentation on Student Achievement and Other Student Factors, Data, and Programs
- 6) Public Relation Reports:
  - WVSBA Committee on Legislation** - Mrs. Donna Costello
  - Stadium Advisory Council** - Mr. Dragich
- 7) Delegations  
N/A

Mr. Pellegrin made a motion, seconded by Mr. Boyles to approve the following except for items 2365 and 2368, which were voted on separately:

**26-2000 MINUTES – AGREEMENTS – CONTRACTS**

**2332 CORRECTION FIELD TRIP – OVER NIGHT – PRIVATE AUTO**

The approval of the following:

**EFHS - Choir**, granted permission to use private auto to travel to Charleston, WV, March 2-4, 2023 for the WV All State Chorus/WVMEA Conference.

Approximate number of students: 6

Chaperone(s): Michael Carpenter & ~~Jo Morgan~~ **Mallory Haddix**

Approximate Cost: \$700.00

Source of funds: Boosters

Number of school days lost: 2

**31-2000 MINUTES – AGREEMENTS – CONTRACTS**

**2361 MINUTES**

The approval of the Official Minutes for the meeting for a Special Meeting on February 16, 2023.

**2362 MINUTES**

The approval of the Official Minutes for the meeting for a Special Meeting on February 28, 2023.

**2363 MOU - WVU – EXTENSION SERVICES -**

The Superintendent recommends approval of the Memorandum of Understanding with WVU – Extension Services for one-year effective March 6, 2023.

**2364 WAIVER – STUDENT PARTICIPATION IN LACROSSE**

The Superintendent recommends approval of the waiver on the policy of students participating in lacrosse outside of their representative schools for the 22-23 Season.

**2366 ADVANTAGE TECHNOLOGY – MERAKI SWITCH AND CYBERPOWER UPS INTALLATION**

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

**2367 FRONTIER – WIDE AREA NETWORK**

The Superintendent recommends approval of the quote from 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.

**2369 IXL LEARNING – SUBSCRIPTION – PD SERVICES**

The Superintendent recommends approval of the purchase of IXL Learning Program from IXL Learning for a 2-year subscription (Jul 1, 2023 – June 30, 2025) for grades 6-12 and PD Services, in amount of \$28,449.00. FUNDING: ESSERF

**2370 ZONES – 290 LAPTOPS – TEACHER REPLACEMENT**

The Superintendent recommends approval of the bid from Zones to purchase 290 laptops for year one of our three-year teacher laptop replacement cycle, in the amount of \$208,002.00. FUNDING: Technology OTHER BIDS: CDWG-\$224,460.00 & Quill-\$256,482.00

**2371 FIELD TRIP – OVER NIGHT – PRIVATE AUTO**

The Superintendent recommends approval of the following:

**EFHS – CHEER**, request permission to use private auto to travel to Charleston, WV, March 10-12, 2023 for a State Girls Basketball Tournaments.

Approximate number of students: 13

Chaperone(s): 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

Approximate Cost: \$1400.00

Source of funds: Boosters

Number of school days lost: 1

**2372 FIELD TRIP – OVER NIGHT – PRIVATE AUTO**

The Superintendent recommends approval of the following:

**EFHS – CHEER**, request permission to use private auto to travel to Charleston, WV, March 16-19, 2023 for a State Boys Basketball Tournaments.

Approximate number of students: 13

Chaperone(s): 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

Approximate Cost: \$7500.00

Source of funds: Boosters /School

Number of school days lost: 2

**2373 FIELD TRIP – OUT-OF-STATE – PRIVATE AUTO**

The Superintendent recommends approval of the following:

**EFHS – Baseball**, request permission to use private auto to travel to Washington, PA, April 19, 2023 for a baseball game at Washington Wild Things Stadium.

Approximate number of students: 25

Chaperone(s): J. Price, B Spitav, CW Moon, Kristy Curry, Justin Vincent, Jennifer Alvaro, Vincent Alvaro, Kyndra Tingler, Laura Ingram, Jarrod Graffius, Jamie Trotto, Jeff Raddish, Danielle Raddish, Rikki Gordon, Marie Mayfield, Brian Mayfield, James Beckman, Brooke Beckman, Angela Alkire, Michael Ferrell, Sherry Ferrell, Jennifer Thompson, Jimmy Bledsoe, Jennifer Bledsoe, Bill Linn, CJ McKnight, Courtnie McKnight, Greg Music, Jenny Music, Ryan Church, Ame Church

Approximate Cost: \$0

Source of funds: N/A

Number of school days lost: 0

**2374 FIELD TRIP – OVERNIGHT – PRIVATE AUTO**

The Superintendent recommends approval of the following:

**EFHS – Baseball**, request permission to use private auto to travel to Sissonville, WV, March 17-18, 2023 for a baseball.

Approximate number of students: 25

Chaperone(s): J. Price, B Spitav, CW Moon, Kristy Curry, Justin Vincent, Jennifer Alvaro, Vincent Alvaro, Kyndra Tingler, Laura Ingram, Jarrod Graffius, Jamie Trotto, Jeff Raddish, Danielle Raddish, Rikki Gordon, Marie Mayfield, Brian Mayfield, James Beckman, Brooke Beckman, Angela Alkire, Michael Ferrell, Sherry Ferrell, Jennifer Thompson, Jimmy Bledsoe, Jennifer Bledsoe, Bill Linn, CJ McKnight, Courtnie McKnight, Greg Music, Jenny Music, Ryan Church, Ame Church

Approximate Cost: \$800.00

Source of funds: Boosters

Number of school days lost: 0

**2375 FIELD TRIP – OVERNIGHT – PRIVATE AUTO**

The Superintendent recommends approval of the following:

**EFHS – Softball**, request permission to use private auto to travel to Shady Springs, March 24-25, 2023 for a softball.

Approximate number of students: 25

Chaperone(s): Eugenia Reeseman, Shay Swiger, Steve Swiger, Blair Nuzum and Parents driving their own student

Approximate Cost: \$800

Source of funds: Boosters

Number of school days lost: 0

**2376 FIELD TRIP – OVERNIGHT – PRIVATE AUTO**

The Superintendent recommends approval of the following:

**EFHS – FBLA**, request permission to use private auto to travel to Marshall University, Huntington, WV, March 12-14, 2023 for WV State FBLA Conference.

Approximate number of students: 6

Chaperone(s): Barbara Haught, Kelli Morris

Approximate Cost: \$1000.00

Source of funds: FBLA Funds

Number of school days lost: 2

**2377 FIELD TRIP – OUT-OF-STATE – COUNTY BUS**

The Superintendent recommends approval of the following:

**Monongah Middle – 5<sup>th</sup> & 6<sup>th</sup> Grade**, request permission to use county bus to travel to Biztown, PA, March 22, 2023, for a Biztown Trip for educational purposes.

Approximate number of students: 56

Chaperone(s): 5<sup>th</sup> & 6<sup>th</sup> Teachers – See attachment

Approximate Cost: \$8000

Source of funds: Grants

Number of school days lost: 1

**2378 FIELD TRIP – OUT-OF-STATE – COUNTY BUS**

The Superintendent recommends approval of the following:

**Monongah Middle – 7<sup>th</sup> & 8<sup>th</sup> Grade**, request permission to use county bus to travel to Biztown, PA, March 21, 2023, for a Biztown Trip for educational purposes.

Approximate number of students: 56

Chaperone(s): 5<sup>th</sup> & 6<sup>th</sup> Teachers – See attachment

Approximate Cost: \$8000

Source of funds: Grants

Number of school days lost: 1

**2379 FIELD TRIP – OVER NIGHT – COUNTY BUS**

The Superintendent recommends approval of the following:

**NMHS – Girls Track**, request permission to use a county bus to travel to Spring Mills, April 21-22, 2023 for track meet.

Approximate number of students: 30

Chaperone(s): Pre-approved Chaperones

Approximate Cost: \$2,000.00

Source of funds: Boosters

Number of school days lost: 0

**2380 FIELD TRIP – OVER NIGHT – OUT-OF-STATE – COUNTY BUS**

The Superintendent recommends approval of the following:

**NMHS – Robotics**, request permission to use a county bus to travel to Council Bluffs, IA, March 21-27, 2023, to participate in CREATE US Open.

Approximate number of students: 9

Chaperone(s): Jamie Knight & Kaitlyn Knight.

Approximate Cost: \$6,000.00

Source of funds: Robotics

Number of school days lost: 5

**2381 FIELD TRIP – OVER NIGHT – COUNTY BUS**

The Superintendent recommends approval of the following:

**NMHS – Track**, request permission to use a county bus to travel to Charleston, WV, May 18-20, 2023 for the state track meet.

Approximate number of students: 25

Chaperone(s): Jeff Crane and Smoke Conaway & Pre-approved Chaperones

Approximate Cost: \$5,000.00

Source of funds: School Reimbursement

Number of school days lost: 1

**2382 FIELD TRIP – OVER NIGHT – PRIVATE AUTO**

The Superintendent recommends approval of the following:

**MCTC – DECA**, request permission to use private auto to travel to Charleston, WV, March 4-6, 2023 for the state tournament.

Approximate number of students: 20

Chaperone(s): Kathy Lupo

Approximate Cost: \$1,000.00

Source of funds: DECA

Number of school days lost: 1

**2383 MOU – MCPARC – FSHS BASEBALL**

The Superintendent recommends approval of the Memorandum of Understanding with MCPARC for FSHS Baseball to use the facilities at MCPARC.

**2384 MOU – MCPARC – FSHS SOFTBALL**

The Superintendent recommends approval of the Memorandum of Understanding with MCPARC for FSHS Softball to use the facilities at MCPARC.

**2385 MOU – MCPARC – FSHS BOYS AND GIRLS TENNIS**

The Superintendent recommends approval of the Memorandum of Understanding with MCPARC for FSHS Boys and Girls Tennis to use the facilities at MCPARC.

**2386 MOU – MCPARC – EFHS BOYS AND GIRLS TENNIS**

The Superintendent recommends approval of the Memorandum of Understanding with MCPARC for EFHS Boys and Girls Tennis to use the facilities at MCPARC.

**2387 MOU – MCPARC – EFMS SOFTBALL**

The Superintendent recommends approval of the Memorandum of Understanding with MCPARC for EFMS Softball to use the facilities at MCPARC.

**2388 MOU – MCPARC – WFMS SOFTBALL**

The Superintendent recommends approval of the Memorandum of Understanding with MCPARC for WFMS Softball to use the facilities at MCPARC.

**2389 MINUTES**

The Superintendent recommends approval of the Official Minutes for the meeting for a Regular Meeting on February 20, 2023.

**2390 MOU – WVJC – STUDENT EXTERNSHIP AGREEMENT -  
PENDING UPDATED AGREEMENT**

The Superintendent recommends approval of the Memorandum of Understanding with West Virginia Junior College (WVJC) for a student Externship agreement, for the 2022-2023 SY.

**2391 BOOSTERS - WFMS – GIRLS BASKETBALL**

The Superintendent recommends approval of the booster group at WFMS – Polar Cub Girls Basketball for the 2022-2023 SY.

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

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

**2365 MOU – SMILE WEST VIRGINIA**

The Superintendent recommends approval of the Memorandum of Understanding with Smile West Virginia (the Mobile Dentists) to provide dental services to Marion County Students from March 7, 2023 through March 6, 2024.

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

**RECUSE:** Boyles

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

**2368 OMNI/VERITAS – REQUEST FOR PAYMENT #19**

The Superintendent recommends approval of the request for payment from Omni/Veritas for services from January 25-February 25, 2023, in the amount of \$23,914.83. FUNDING: County

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

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

**31-3000 FINANCIAL**

**3030** Vendor List dated March 1, 2023 are viewable in the attachments on the Marionboe.com website .

**3031** Budget Supplements and Transfers dated March 1, 2023 are viewable in the attachments on the Marionboe.com website.

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

Mr. Pellegrin made a motion, seconded by Mr. Saunders to go into executive session to discuss items 4341 at 7:45:

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

Mr. Pellegrin made a motion, seconded by Mr. Boyles to return to regular session at 7:45.

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

Mr. Pellegrin made a motion, seconded by Mr. Saunders to approve item 4341:

**4341 REASSIGNMENT – PROFESSIONAL PERSONNEL**

The Superintendent recommends approval of the following:

	From:	To:
<p><b><u>P23 01 31 01</u></b>  <u>Melinda Brown</u></p>	<p>Principal   Mannington Middle School  225 Days</p>	<p>HSE High School Equivalency HiSET Test Administrator and Test Center Supervisor/Community Programs Facilitator  MCACEC  230 Days  Effective: <b><i>Pending Replacement of current position</i></b></p>
<p><b><u>P23 02 14 01</u></b>  <u>Kristin DeVaul</u></p>	<p>Principal   North Marion High School  230 Days</p>	<p>Supervisor of Secondary Curriculum and Instruction (Grade 5-12), County Policies and County Testing Administrator  Central Office  261 Days  Effective: July 1, 2023</p>



Mr. Saunders made a motion, seconded by Mr. Pellegrin to approve the following **except for item 4341, which was voted on prior to the 4000 series:**

**31-4000 PERSONNEL**

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

**4334 EMPLOYMENT – PAID COACHES**

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

**Barrackville Elementary/Middle**

**C23 02 14 01**

Joseph Hess

Head Softball

SSAC-Pending

**4335 PROFESSIONAL LEAVE**

The Superintendent recommends approval of the following:

Daniel DeVaul, Teacher, North Marion High School, requests permission to attend Educational Program for Kansas City's Urban Core Upper Room KC, in Kansas City, MO, from March 6-10, 2023.

To be funded by: Title I (SUBSTITUTE TEACHER)/Self

**4336 RETIREMENT – PROFESSIONAL PERSONNEL**

The Superintendent recommends approval of the professional retirements as follows:

Gia Deasy

Administrative Assistant for Special Services

Central Office

261 Days

Effective: June 30, 2023

Roger Newsom

Alternative Education Instructor

Barnes Learning Center

200 Days

Effective: June 30, 2023

**4337 RESIGNATIONS – PROFESSIONAL PERSONNEL**

The Superintendent recommends approval of the professional resignations as follows:

Dennis Bevins

Electrical Technology

East Fairmont High School

200 Days

Effective: June 30, 2023

Kerri Childs English/Journalism  
 East Fairmont High School  
 200 Days  
 Effective: February 23, 2023  
 This position was for the 2023-24 School Year

Deborah Roda Multi Cat W/Autism  
 Mannington Middle School  
 200 Days  
 Effective: June 30, 2023

#### **4338 LEAVE OF ABSENCE – PROFESSIONAL PERSONNEL**

The Superintendent recommends approval of the following:

Patricia Desmuke Teacher Rivesville Elementary/Middle School  
 Request a leave of absence **AS NEEDED** from January 3, 2023  
 to June 30, 2023.

Rebecca DeVito Teacher Fairmont Senior High School  
 Request a leave of absence from March 7, 2023 to April 6,  
2023.

Elizabeth Lopez Teacher North Marion High School  
 Request a leave of absence **AS NEEDED** from March 1, 2023  
 to June 30, 2023.

Salina Sherry Teacher East Fairmont Middle School  
 Request a leave of absence from January 31, 2023 to February  
28, 2023.

Salina Sherry Teacher East Fairmont Middle School  
 Request a leave of absence from March 1, 2023 to March 30,  
2023.

Misty Skarzinski Teacher East Fairmont Middle School  
 Request a leave of absence **AS NEEDED** from February 6,  
2023 to June 30, 2023.

Margie Suder Teacher East Fairmont Middle School  
 Request a leave of absence **AS NEEDED** from February 24,  
2023 to June 30, 2023.

**4339 EMPLOYMENT – PROFESSIONAL PERSONNEL**

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

**P23 01 05 06**

Joshua Moore      Math  
 Fairmont Senior High School  
 200 Days  
 Effective: ***Pending Certification***  
 2023-24 School Year

**4340 EMPLOYMENT – SUBSTITUTE TEACHERS**

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

Megan Booth      Residency Permit

**4342 RETIREMENT – SERVICE PERSONNEL**

The Superintendent recommends approval of the service personnel retirements as follows:

John Lee              Bus Operator #12-20  
 Transportation Dept.  
 200 Days  
 Effective:      June 30, 2023

Debora Sponaugle      ECCAT K  
 East Dale Elementary  
 200 Days  
 Effective:      June 30, 2023

**4343 RESIGNATIONS – SERVICE PERSONNEL**

The Superintendent recommends approval of the service personnel resignations as follows:

Brian Heston              Custodian III  
 East Park Elementary  
 210 Days  
 Effective:      May 31, 2023

Michael Turner          Bus Operator #57-19  
 Transportation Dept.  
 200 Days  
 Effective:      March 3, 2023

Lana Wilson              Cook-Half Time  
 Fairmont Senior High School  
 200 Days  
 Effective:      February 25, 2023

**4344 RECLASSIFICATION- SERVICE PERSONNEL**

The Superintendent recommends approval of the following reclassification:

	From:	To:
<u>Carol Layman</u>	Executive Secretary/ Accountant Maintenance Dept. 261 Days	Secretary III/Accountant Maintenance Dept. 261 Days Effective: March 8, 2023

**4345 LEAVE OF ABSENCE - SERVICE PERSONNEL**

The Superintendent recommends approval of the following:

<u>Melissa Harr</u>	Cafeteria Manager	West Fairmont Middle School
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Request a leave of absence on February 14, 2023.

<u>Kathryn Gilland</u>	Aide	West Fairmont Middle School
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Request a leave of absence from February 24, 2023 to March 17, 2023.

<u>Chad Grove</u>	Custodian	Watson Elementary School
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Request a leave of absence on February 16, 2023.

<u>Chad Grove</u>	Custodian	Watson Elementary School
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Request a leave of absence on February 17, 2023.

<u>Tina Hoffman</u>	Payroll Supervisor	Central Office
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Request a leave of absence from February 21, 2023 to February 22, 2023.

<u>Crystal Loudermill</u>	Autism Mentor	Fairview Elementary School
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Request a leave of absence on February 17, 2023 and February 20, 2023.

<u>Pam Morton</u>	Cafeteria Manager	White Hall Elementary School
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Request a leave of absence from March 5, 2023 to June 5, 2023.

<u>Nichea Pyles</u>	Custodian	Pleasant Valley Elementary
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Request a leave of absence on February 24, 2023.

<u>Debbie Raschella</u>	Secretary	Fairview Elementary School
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Request a leave of absence **AS NEEDED** from February 22, 2023 to June 30, 2023.

<u>Justin West</u>	Custodian	East Dale Elementary School
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Request a leave of absence **AS NEEDED** from February 18, 2023 to May 18, 2023.

Lori Wisenbaler Aide East Fairmont Middle School  
Request a leave of absence from March 21, 2023 to March 27, 2023.

Deborah Wright Custodian East Fairmont High School  
Request a leave of absence on February 15, 2023.

#### **4346 EMPLOYMENT – SERVICE PERSONNEL**

The Superintendent recommends approval of the following:

##### **S23 02 10 04**

Charles Efaw Custodian I/II  
North Marion High School  
210 Days  
4:15 pm-11:45 pm  
Effective: March 8, 2023

##### **S23 02 21 03**

Adam Weir Bus Operator #45  
Transportation Department  
200 Days  
6:00 am – 8:30 am  
1:30 pm – 4:00 pm  
Effective: March 8, 2023

#### **4347 EMPLOYMENT – SERVICE PERSONNEL-EXTRA DUTY CONTRACT FOR EFHS BAND**

The Superintendent recommends approval of the following:

##### **S23 02 13 01**

Marcia Campbell LPN/Aide-Itinerant AS NEEDED for EFHS Band  
East Fairmont High School  
Remainder of the 2022-23 SY  
Effective: March 8, 2023

**4348 EMPLOYMENT – SUBSTITUTE SERVICE PERSONNEL-  
EXTRA DUTY CONTRACT FOR EFHS BAND**

The Superintendent recommends approval of the following:

**S23 02 13 01**

Ronda Hopkins Substitute LPN/Aide-Itinerant AS NEEDED for EFHS Band  
East Fairmont High School  
Remainder of the 2022-23 SY  
Effective: March 8, 2023

**4349 REASSIGNMENT – SERVICE PERSONNEL**

The Superintendent recommends approval of the following:

	From:	To:
<b><u>S23 02 10 02</u></b> <u>Samantha Efaw</u>	Aide-Itinerant West Fairmont Middle 200 Days 7:30 am-1:30 pm	Sp Ed Aide-Itinerant Blackshere Elementary 200 Days 8:30 am-2:30 pm Effective: March 8, 2023
<b><u>S23 02 10 03</u></b> <u>Cynthia Hall</u>	Cook I/II East Fairmont Middle 200 Days 6:00 am-1:30 pm	Custodian I/II North Marion High School 210 Days 2:30 pm-10:00 pm Effective: March 8, 2023
<b><u>S23 02 10 01</u></b> <u>George King</u>	Bus Operator #19 Transportation Dept. 200 Days 6:00 am-8:15 am 1:45 pm-4:15 pm	Bus Operator #81 Transportation Dept. 200 Days 5:40 am-7:30 am 1:35 pm-4:30 pm Effective: March 8, 2023
<b><u>S23 02 21 02</u></b> <u>Rebecca Tennant</u>	Secretary/Accountant I/II West Fairmont Middle 220 Days 8:00 am-3:00 pm	Secretary/Accountant I/II Fairview Elementary School 200 Days 8:00 am-3:00 pm Effective: 2023-2024 SY

**4350 RESIGNATIONS – SUBSTITUTE SERVICE PERSONNEL**

The Superintendent recommends approval of the substitute service personnel resignations as follows:

Tammy Carrier Substitute Aide  
Effective: February 22, 2023

Jason Jones Substitute LPN  
Effective: February 1, 2023

Vicki Meneely Substitute Aide  
Effective: February 8, 2023

Petra Moore Substitute Custodian  
Effective: February 16, 2023

Ashley Seipp Substitute Aide  
Effective: February 15, 2023

**4351 EMPLOYMENT – SUBSTITUTE SERVICE PERSONNEL**

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

***Substitute Bus Operator***

**S23 01 05 02**

Terry Sponaugle Jr.

***Substitute Custodian***

**S23 01 05 03**

Michael Swiger

**4352 RESIGNATIONS – CONTRACTED SERVICES**

The Superintendent recommends approval of the contracted service resignations as follows:

David Brad Straight Clerk of the Works  
East Dale Renovation  
Central Office  
Effective: March 3, 2023

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

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

**31-5000 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 SUBSTITUTES**

**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**

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

*NAYS: 0*

**31-6000 SUPERINTENDENT’S REPORT**

**Student Achievement**

**Technology**

**Transportation**

**Facilities – EFMS HVAC-updates, NMHS HVAC – updates & FSHS Field House**

**Maintenance**

**31-7000 MATTERS FROM THE BOARD**

- |                 |  |
|-----------------|--|
| Mr. Boyles -    | EFHS & NMHS Girls Basketball – Wishing them well in the state tournaments.<br>Boys Basketball High School Teams potential to play in state tournaments.                                      |
| Mr. Pellegrin - | Recognition of a student that stepped up for a younger student.  |
| Mr. Saunders -  | Good luck to the basketball teams in state tournaments.<br>Congrats to the Wrestlers that competed and states and the ones that placed.<br>Students that gave presentations did a great job. |
| Mrs. Costello - | National Read Across America<br>Thanks to all that made it happen.   |

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



**7042 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

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

**7043 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

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

**7044 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

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

**7045 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

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

**7046 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

**31-8000 LEGAL UPDATE**

**31-9000 FUTURE MEETINGS**

<b>DATE</b>		<b>PURPOSE</b>	<b>TIME</b>	<b>PLACE</b>
Mar 7	<b>Tue</b>	Special Session (PERSONNEL WORK SESSION)	<b>1:00 pm</b>	Central Office
Mar 13	Mon	Special Session (Superintendent Evaluation)	1:00 pm	Central Office
Mar 20	Mon	Special Session (Levy – Will Recess)	5:30 pm	Central Office

Mar 20	Mon	Regular Session	6:00 pm	Central Office
Mar 21	<b>Tue</b>	Special Session (PERSONNEL HEARINGS)	<b>4:00 pm</b>	Central Office
Mar 23	<b>Thur</b>	Special Session (PERSONNEL HEARINGS)	<b>4:00 pm</b>	Central Office
Apr 3	Mon	Regular Session	6:00 pm	Central Office
Apr 4	<b>Tue</b>	Special Session (PERSONNEL HEARINGS)	<b>4:00 pm</b>	Central Office
Apr 17	Mon	Regular Session	6:00 pm	Central Office
Apr 18	Tue	Special Session (Levy Meeting will resume)	1:00 pm	Central Office

**Mr. Saunders left the meeting at 8:28.**

**ADJOURNED**

*Mr. Pellegrin made a motion, seconded by Mr. Dragich to adjourn at 8:30 pm.*

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

**NAYS: 0**

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***Mrs. Donna Costello, President***

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***Dr. Donna Heston, Superintendent/Secretary***

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***Robin Haught, Executive Secretary***

OFFICIAL MINUTES  
Marion County Board of Education  
Special Session  
Tuesday, March 7, 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 Tuesday, March 7, 2023 at 1:00 pm.

President Mrs. Costello called the meeting to order at 1:02 pm

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

**32-1000 WORK SESSION - PERSONNEL**

Superintendent Dr. Heston - Presentation

**32-9000 FUTURE MEETINGS**

<b>DATE</b>		<b>PURPOSE</b>	<b>TIME</b>	<b>PLACE</b>
Mar 13	Mon	Special Session (Superintendent Evaluation)	1:00 pm	Central Office
Mar 20	Mon	Special Session (Levy – Will Recess)	5:30 pm	Central Office
Mar 20	Mon	Regular Session	6:00 pm	Central Office
Mar 21	<b>Tue</b>	Special Session (PERSONNEL HEARINGS)	<b>4:00 pm</b>	Central Office
Mar 23	<b>Thur</b>	Special Session (PERSONNEL HEARINGS)	<b>4:00 pm</b>	Central Office
Apr 3	Mon	Regular Session	6:00 pm	Central Office
Apr 4	<b>Tue</b>	Special Session (PERSONNEL HEARINGS)	<b>4:00 pm</b>	Central Office
Apr 17	Mon	Regular Session	6:00 pm	Central Office
Apr 18	Tue	Special Session (Levy Meeting will resume)	1:00 pm	Central Office

**Mr. Saunders left the meeting at 2:20.**

**ADJOURNED**

*Mr. Dragich made a motion, seconded by Mr. Boyles to adjourn at 2:22 pm.*

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

**NAYS: 0**

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***Mrs. Donna Costello, President***

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***Dr. Donna Heston, Superintendent/Secretary***

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***Robin Haught, Executive Secretary***

OFFICIAL MINUTES  
Marion County Board of Education  
Special Session  
Monday, March 13, 2023  
**Marion County 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 Monday, March 13, 2023 at 1:00 pm.

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

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

**Mr. Pellegrin made a motion, seconded by Mr. Boyles to go into executive session to discuss the Superintendents Evaluation at 1:02 pm.**

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

### **33-1000 SUPERINTENDENTS EVALUATION**

**Mr. Boyles made a motion, seconded by Mr. Pellegrin to return to regular session at 1:55 pm.**

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

Mrs. Donna Costello, Board President on behalf of the board announced that ***"It is unanimous by this board that Superintendent Heston has exceeding or met all goals by this Board of Education. Also, Marion County Board is pleased with the commitment Dr. Heston has shown to Marion County Schools."***

**ADJOURNED**

*Mr. Pellegrin made a motion, seconded by Mr. Saunders to adjourn at 1:56 pm.*

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

**NAYS: 0**

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***Mrs. Donna Costello, President***

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***Dr. Donna Heston, Superintendent/Secretary***

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***Robin Haught, Executive Secretary***



S&J Environmental Services, LLC  
City Center  
100 West Main Street, Suite 400  
Lexington, KY 40507  
(304) 669-9643  
John.Keeling@sj-environmental.com

35-2395

110116.00003

March 13, 2023

Mr. Andy Price  
Marion County Schools  
1516 Mary Lou Retton Drive  
Fairmont, WV 26554

**ENGAGEMENT LETTER**  
**2023- 2024 AHERA Compliance Services And IAQ Statement**

Dear Mr. Price:

In response to our discussion, I am pleased to provide this proposal/engagement letter to Marion County Schools (MCS) to provide Professional Environmental Services with respect to the USEPA required AHERA Regulatory Compliance concerning buildings with Asbestos Containing Materials for the 2023-2024 time period as well as other Indoor Air Quality projects. The S&J Environmental Services (SJES) Environmental Staff has performed this work for MCS for many years. John Keeling and Andrew Palmer will continue to be the primary staff members interacting with MCS. The proposal/engagement letter is for work to be performed for these schools and ancillary structures associated with MCS.

Our company is a professional Safety and Environmental firm owned by Steptoe & Johnson PLLC ("S&J Law"), a West Virginia professional limited liability company which is engaged in the practice of law in various jurisdictions. Your engagement of S&J Environmental does not in any manner involve S&J Law and no attorney-client relationship is established hereby. You hereby acknowledge the foregoing, and that S&J Law may currently, or in the future, represent parties adverse to your organization in legal matters.

## 1. SCOPE OF WORK

S & J Environmental will provide the following services to you during the term of this agreement which will commence on your acceptance and will terminate upon completion of the tasks completed by June 30, 2024, below unless otherwise renewed by agreement of the parties.

- A. Perform the 6-month AHERA required inspections (first half 2023 and first half 2024) and provide the associated reports.
- B. Perform the 3-Year AHERA required Inspection which is due December 8 2023.
- C. Provide Training and Instruction to Mr. Price with documentation provided for compliance with the AHERA Requirements for the Designated Person.
- D. Assist with the 2023 or 2024 WV Department of Health AHERA Inspection of MCS
- E. Provided Asbestos Awareness Training to Maintenance Staff and Custodial Staff during in-service training in August 2023 – 1 hour training duration with training certificates provided.
- F. Provide Indoor Air Quality Assessments as needed.
- G. Other as required by MCS.

## 2. FEES

John Keeling, CIH and Licensed Asbestos Management Planner/Inspector, and Andrew Palmer, Licensed Asbestos Inspector, will be primarily responsible for the inspections. We may utilize the services of other professionals to efficiently handle your work and to meet time deadlines if needed by you.

Task A – 6 months Inspections - The cost for the each 6 Month Inspection/Report is placed at a not to exceed cost of \$3,900.00. We will bill after each inspection/report is completed.

Task B – 3 Year Inspection - The cost for the December 2023 3 Year Inspection/Report is placed at a not to exceed cost of \$4,300.00.

Task C – Designated Person Training at the Maintenance office (1/2 day on site with training materials and documentation prepared) is a not to exceed cost of \$1,200.00.



**Scalise Industries EMCOR Services – HVAC and Fire Preventive Maintenance Agreement**

The Superintendent recommends the approval of the Agreement with EMCOR for HVAC and Fire Preventive Maintenance Agreement for the period of March 2023 – February 2024, in the amount of \$562,724. FUNDING: Maintenance

**Fairmont State University – Partnership for Professional Development and Teacher Education**

The Superintendent recommends the approval of partnership for professional development with Fairmont State University in the amount of \$10,000. The partnership supports high quality educator professional development and teacher education by integrating the co-teaching model and implementing the year-long teaching residency. FUNDING: County

**US OMNI/TSACG Compliance Services – 403(b) & 457(b) Third Party Administrator**

The Superintendent recommends approval of the Services Agreement with US OMNI/TSACG Compliance Services to provide third party administrator services for the Marion County Board of Education's 403(b) and 457(b) investment plans.



Scalise Industries Corporation  
55 Park Drive  
P.O. Box 611  
Lawrence, PA 15055  
724.746.5400 • Fax: 724.873.0733  
www.scaliseindustries.com

35-239

March 2, 2023

Marion County Schools  
1516 Mary Lou Retton Drive  
Fairmont, WV 26554

West Virginia Branch Office:  
503 Morgantown Ave., Suite 220  
Fairmont, WV 26554  
304.367.1612 • Fax: 304.367.1594

Attn: Scott Reider

Re: HVAC Preventive Contract  
March 1, 2023, to February 29, 2024

Dear Mr. Reider:

Thank you for your continued partnership with EMCOR Services Scalise Industries. You are a valued client, and it is our pleasure to continue working together. By contributing towards our company's success, we can continue to provide the highest quality service to you and your company.

Our HVAC Preventive Maintenance Agreement is designed to provide an ongoing and comprehensive program for your building. Currently your contract is nearing its expiration date of February 28, 2023. In accordance with the provisions of the above service agreement, the price has been adjusted based on year over year labor and material increases. This also affects our on-call rates which have changed. Effective March 1, 2023, this contract will renew at an annual amount of \$562,724.00.

Please sign and return this agreement to me and Beverly Arthur. This contract will auto renew without a 60-day written notice for contract cancellation. Please do not hesitate to contact us!

Should you have any questions or concerns please feel free to contact us. We look forward to serving you.

Sincerely,

Brandi Hines  
Account Manager  
(304)367.1612  
[bhines@scaliseindustries.com](mailto:bhines@scaliseindustries.com)

CC: Beverly Arthur [barthur@scaliseindustries.com](mailto:barthur@scaliseindustries.com)

Accepted and Agreed:  
Marion County Schools

EMCOR Services Scalise Industries

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO (if Required) \_\_\_\_\_

Signature: \_\_\_\_\_  
Brandi Hines  
Printed Name: \_\_\_\_\_  
Account Manager  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**We can serve all of your HVAC, Fire Protection / Alarm, Electrical, and Plumbing needs. From Preventive Maintenance, Retrofits, Repairs, and New Installations, contact us today.**

**Partner with us!** Contact our Service Department: [partners@scaliseindustries.com](mailto:partners@scaliseindustries.com) or (724) 746-5400

√N# 30247

PD# 128363

35-2397



**FAIRMONT STATE  
UNIVERSITY**  
College of Education, Health &  
Human Performance

January 25, 2023

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

11. 12321. 12321.321.001

Dear Superintendent Heston:

For the past several years, the Fairmont State University Partnership has worked with local superintendents and school boards to support high quality educator professional development and teacher education in our local counties and this university. On behalf of our partnership and university, I want to express my thanks for your support, and my appreciation and respect for the work we have been able to accomplish through collaboration. I know that our teacher education candidates and graduates are stronger and better prepared as a result of this work, and I hope that the impact on the professional practice of educators in our PDS sites has been equally beneficial to you, your schools, and students.

I am excited that we will be able to continue to engage in this mutually beneficial work, as well as attain financial support from the Marion County School system. First and foremost, with our combined efforts, we will continue to scale-up partnership efforts by integrating the co-teaching model and implementing the year-long teaching residency. The stronger the professional network, the more likely educators, at all levels, are to stay in the profession. Thus, it is our continued belief that building and supporting professional relationships and networks thru the partnership is a critical way to sustain the work of teaching and learning and ultimately of change.

For the 2022-23 budget, we would like to use county support in mutually agreed upon ways that continue to support all stakeholders in the work of the Partnership.

I am always excited about the opportunities that our continued joint work as PDS sites, schools and school districts will sustain and create. I also appreciate and value the commitment the Marion County School system makes in supporting this work. If you have any questions, or need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Barbara Owens'.

Barbara Owens  
Director, Professional Development School Partnership/Clinical Experiences  
Fairmont State University

Marion County Schools  
 1516 Mary Lou Retton Drive  
 Fairmont, WV 26554

# INVOICE

#1082021

DATE: MARCH 13, 2023

TO:

**Fairmont State University**  
*College of Education, Health and Human Performance*

35-2397

Attn: Barbara Owens  
 1201 Locust Avenue/Educ. Bldg.328  
 Fairmont, WV 26554  
 Phone 304.367.4886 Fax 304.367.4599

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
Aug. 2022-May 2023	<ul style="list-style-type: none"> <li>• Site-based funding to support embedded professional development initiatives which included projects that were school-based or classroom-based</li> <li>• Support for sharing embedded professional development initiatives across the Partnership(s) and with our teacher education candidates throughout the year</li> <li>• University faculty facilitated professional development upon request of PDS schools- some topics which may be included: Writing instruction in content areas, Strategies for brainstorming, Modeling writing practices, Peer review strategies, Assessment design, Argumentative and analytical writing instruction, Peer discussion strategies: how to prepare students for peer-led discussion strategies</li> <li>• Support for public school teachers for summer/after-school work to support FSU education programmatic changes in regards to Residency</li> </ul>		<p style="text-align: right;"><b>\$10,000.00</b></p>
		<b>Total</b>	<b>\$10,000.00</b>

## Authorization of Agency

35-2398

Marion County Schools (Employer) With offices located at 1516 Mary Lou Retton Drive, Fairmont, WV 26554, pursuant to the terms and conditions of its Services Agreement with OMNI/TSACG Compliance Services, Inc., with principal office located at P.O. Box 2799, Ft. Walton Beach, Florida 32549 ("OMNI/TSACG") hereby appoints OMNI/TSACG as its duly authorized agent, to have full power and authority, as your Third Party Administrator ("TPA") to act on your behalf in any and all compliance matters pertaining to your 403(b) and/or 457(b) program, including but not limited to entering into Information Sharing Agreements with various service providers, pursuant to Section 1.403(b)-10(b)(2) of the Treasury Regulations.

Accordingly, OMNI/TSACG is authorized to execute any and all documents in connection with its role as your TPA, and do all things incidental to or in furtherance of compliance with Section 403(b) laws and regulations.

This authorization shall remain in full force and effect until such time as your Services Agreement with OMNI/TSACG expires or is terminated.

To induce any third party to act in reliance upon this document, you hereby agree that any third party receiving a duly executed copy, facsimile, or electronic form of this document may act in reliance thereon, and that revocation or termination of this document shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party.

The individual whose signature appears below is duly authorized to execute this document.

Employer's Name: Marion County Schools

By: \_\_\_\_\_ (please print the name of individual signing)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ S S

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me the undersigned a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the document, the individual or the person upon behalf of which the individual acted, executed the document.

\_\_\_\_\_  
Notary Public [Affix Stamp or Seal]



## Services Agreement

This service agreement (“AGREEMENT”) is entered into this 1<sup>st</sup> day of April, 2023 (the “EFFECTIVE DATE”) by Marion County Schools, having a principal place of business located at 1516 Mary Lou Retton Drive, Fairmont, WV 26554 (“EMPLOYER”), and U.S. OMNI & TSACG Compliance Services, Inc. (“OMNI/TSA”), having principal places of business at P.O. Box 2799, Ft. Walton Beach, Florida 32549. This AGREEMENT sets forth the terms and conditions under which OMNI/TSA shall provide third party administrator services for EMPLOYER. It incorporates by reference and is governed by the Master Terms and Conditions (“MTC”) located at <https://www.tsacg.com/TSA/media/TSA/content-files/forms/OMNI-TSA-NY-Address-Terms-and-Conditions.pdf>.

### 1. Scope of Work

WHEREAS, EMPLOYER sponsors certain voluntary retirement programs under Section 403(b), 457(b), 401(a), and other related plans (“Plan(s)”) of the Internal Revenue Code (IRC), and OMNI/TSA provides retirement plan consulting, compliance, and administration services to Employers for such Plan(s). The parties agree that OMNI/TSA shall act as the third party administrator for EMPLOYER’S Plan(s) as of the EFFECTIVE DATE in accordance with the below-described provisions.

### 2. Responsibilities at Implementation

- a. Necessary Information – EMPLOYER agrees to provide and/or render reasonable assistance to provide OMNI/TSA all information relevant to the Plan(s) that is necessary for OMNI/TSA to fulfill its obligations under this AGREEMENT and implement services. EMPLOYER further agrees to provide all necessary information on a timely basis relative to services provided and service dates set forth in this AGREEMENT or agreed to by the Parties.
- b. Necessary Data – EMPLOYER agrees to provide all available data necessary to complete the services provided by OMNI/TSA as outlined in this AGREEMENT. Such data shall include, but not be limited to, existing plan documents, any relevant EMPLOYER policies and procedures, participating service provider information, other benefit plans that may affect the administration/compliance of the Plan(s), employee data relevant to Maximum Allowable Contribution (MAC) calculations to the extent possible, demographic/census data for all employees, and all additional information deemed necessary to permit OMNI/TSA to fulfill its obligations set forth in this AGREEMENT and implement services. Data required shall be supplied electronically by EMPLOYER in a format mutually agreed upon by the Parties.
- c. Necessary Agreements – OMNI/TSA shall provide all forms and agreements necessary for participants to contribute to the plan(s) such as the Salary Reduction Agreement (“SRA”) and plan transaction forms. OMNI/TSA shall communicate any confidential information, including but not limited to plan contribution changes to EMPLOYER’S payroll department through secure e-mail, or other mutually agreeable platform that can securely transmit confidential information. OMNI/TSA shall enter into Information Sharing Agreements (“ISA”) with Investment Providers on behalf of EMPLOYER. EMPLOYER agrees to execute an Authorization of Agency and SRA waiver and assist, as needed, in procuring any necessary agreements and forms to accomplish the implementation.

### 3. Ongoing Administration Services

OMNI/TSA shall provide the following ongoing administrative services:

- a. Participant Support services to address any plan inquiries.
- b. Maintain records of all transactions processed by OMNI/TSA and any records of data preceding OMNI/TSA services as provided by EMPLOYER.
- c. Maintain a distribution account for plan contributions.
- d. Serve as the common remitter for the Plan and promptly remit all funds to the employee’s selected investment provider.
- e. Process SRA’s received online, fax or mailed. OMNI/TSA shall communicate plan contribution changes by secure email to the EMPLOYER’S payroll department or other mutually agreeable platform that can securely transmit confidential information.
- f. Process all plan transactions such as age/severance/disability/death distributions, contract exchanges, transfers, loans, hardship/unforeseeable emergency withdrawals, service credit transfers, rollover contributions and QDRO’s provided that EMPLOYER has begun to remit, and OMNI/TSA has been in possession, of all necessary documents such as EMPLOYER’S written plan.

- g. Provide EMPLOYER with yearly contribution limits for all contributing employees, including all applicable catch-up provision, and ongoing calculation and monitoring of said limits.
- h. Provide a Plan Document and provide amendments to the Plan pursuant to EMPLOYER'S request or changes in law during the term of this AGREEMENT.
- i. Verify that investment accounts are ready to receive contributions prior to communicating a contribution change to the EMPLOYER.
- j. Provide the EMPLOYER with a yearly notice of its plan to all eligible employees for 403(b) Universal Availability purposes. EMPLOYER shall distribute this notice to all employees at least once each calendar year.
- k. Agrees to cooperate with and offer assistance to the EMPLOYER in the event of an IRS audit of its 403(b) and/or 457(b) plan.
- l. Provide ongoing assistance, guidance, and information to Employers, their officials/administrators, employees, union representatives or investment providers with respect to the Plan including contributions, transactions, documents or any other related issues.
- m. Upon request, issue federal 1099-R form(s) for plan participants with respect to plan distributions that do not qualify for tax deferred treatment.
- n. Provide ongoing administrative support to Employer, including but not limited to, the development of appropriate policies/procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs that may be beneficial to the Employer and its employees.

The EMPLOYER shall perform the following:

- a) Transfer plan contribution funds via ACH or wire to OMNI/TSA's distribution account for remittance to employee's selected investment provider.
- b) Establish a secure email or other mutually acceptable platform to permit OMNI/TSA and EMPLOYER to transmit and receive confidential information and data.
- c) Provide OMNI/TSA will relevant information and data to permit OMNI/TSA to fulfill its obligations set forth in this AGREEMENT.
- d) Maintain responsibility of characterization of non-elective contributions and any other agreement it has relevant to the Plan(s), including but not limited to collective bargaining agreements, memorandum of agreements, etc.

Instruct staff to cooperate fully with OMNI/TSA and obtain all necessary information for OMNI/TSA to complete its duties set forth in this AGREEMENT.

#### **4. Fees**

EMPLOYER agrees that OMNI/TSA's fees for 403(b) and/or 457(b) administration services at the rates and methods shown in the Plan and Fee Schedule attached hereto as EXHIBIT A.

#### **5. Term of Agreement**

This AGREEMENT shall commence on the Effective Date and shall remain in effect until otherwise terminated. Either party may terminate this AGREEMENT upon 30 days written notice to the other party. Either party may cancel this AGREEMENT, immediately, in whole or in part, for material default, material breach, insolvency, bankruptcy, and inability to pay debts, or similar financial circumstances by the other. In the event of any such termination, OMNI/TSA shall invoice the EMPLOYER for any amounts due and payable for Services rendered to EMPLOYER prior to the effective date of termination and EMPLOYER shall pay such invoice within ten (10) days of EMPLOYER'S receipt thereof. Upon payment of such invoice, OMNI/TSA shall deliver to EMPLOYER all work completed up to the effective date of such termination and neither party shall have any further obligation or liability to the other.



In witness whereof, the Parties hereto have caused this AGREEMENT to be executed by the duly authorized representatives as follows:

<b>MARION COUNTY SCHOOLS</b>		<b>OMNI AND TSACG COMPLIANCE SERVICES, INC.</b>	
Signed:		Signed:	
Print name:		Print name:	Janet Williamson
Title:		Title:	Managing Director, Finance & HR
Date:		Date:	
EIN:	55-6000347	EIN:	16-1538542

**EXHIBIT A**

**Plan and Fee Schedule**

**Services**

- 403(b)
- 457(b)

**Fee Schedule**

**Service Provider SPARK pay**

- Exclusive Service Provider Pay
  - 403(b)/457(b) - \$2 per month per SPARK account (min balance of \$5.00)
  - All plan providers must provide SPARK

**Marion County Schools**

Initials \_\_\_\_\_



Letter of Transmittal

TO: Marion County Board of Education  
1516 Mary Lou Retton Drive  
Fairmont, WV 26554  
 PH # 304-367-2100

DATE	<u>3/8/2023</u>	PROJECT #	<u>T60-11005</u>
ATTN:	<u>Mr. L D Skarzinski</u>		
RE:	<u>North Marion High School</u>		
	<u>HVAC Upgrades</u>		

WE ARE SENDING  ATTACHED  ENCLOSED  
 UNDER SEPARATE COVER VIA \_\_\_\_\_

THE FOLLOWING ITEMS

SHOP DRAWINGS  PRINTS  PLANS  SAMPLES  SPECIFICATIONS  
 COPY OF LETTER  CHANGE ORDER  TESTING REPORTS

COPIES	DATE	NO.	DESCRIPTION
1			Application for Payment No. 6

THESE ARE TRANSMITTED AS CHECKED BELOW:

For Approval       Approved as Submitted       Resubmit       Copies for Approval  
 For Your Use       Approved as Noted       Submit       Copies for Approval  
 As Requested       Returned for Corrections       Revise       Corrected Prints  
 For Signature and Processing

FOR BIDS DUE \_\_\_\_\_

REMARKS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COPY TO: \_\_\_\_\_

SIGNED: Jim Decker





Scalise Industries Corporation  
P.O. Box 611  
Lawrence, PA 15055  
724.746.5400 • Fax: 724.746.5410  
www.scaliseindustries.com

**LETTER OF TRANSMITTAL**

**TO:** Marion County Board of Education  
1516 Mary Lou Retton Drive  
Fairmont, WV 26554

**DATE:** 2/28/2023

**ATTENTION:** Andy Neptune

**RE:** North Marion County High School HVAC Upgrades

**FROM:** Sharon Perella  
Accounts Receivable Specialist

Scalise Industries Project #S221255

**WE ARE SENDING THE FOLLOWING DATA:**

1 Original Application for Payment No. 6 for February

**SUBMITTED BY:** Michael Talkington/WV Division Manager

**These are transmitted as checked below:**

- For payment
- For your use
- As requested
- For review and comments
- For coordination

- Approved as submitted
- Approved as noted
- Returned for corrections
- Release for fabrication
- 

- Resubmit \_\_\_\_\_ copies for approval
- Return \_\_\_\_\_ originals for distribution
- Return \_\_\_\_\_ corrected prints
- Release for manufacturing



# APPLICATION FOR PAYMENT

Project: NMHS HVAC Upgrades  
 Contract For: Marion County Board of Education  
 Application No: S221255-08  
 Application Date: 02/09/23  
 Period To: 02/28/23  
 Job No.: S221255  
 Contract Date: 08/12/22  
 Customer No: 1030248  
 Contract No:  
 Via Architect:  
 Architect's Project No:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

Remit To: Scallise Industries  
 55 Park Dr  
 Lawrence PA 15055

To: Marion County Board of Education  
 1516 Mary Lou Retton Drive  
 Fairmont WV 26554

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract, Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM	.....\$	4,520,000.00
2. NET CHANGE BY CHANGE ORDERS	.....\$	0.00
3. CONTRACT SUM TO DATE (line 1 + 2)	.....\$	4,520,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G of Schedule of Values)	.....\$	1,570,050.00
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E of Schedule of Values)	.....\$	157,005.00
b. % of Stored Material (Column F of Schedule of Values)	.....\$	0.00
Total Retainage (Line 5a + 5b or Total of Column I of Schedule of Values)	.....\$	157,005.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	.....\$	1,413,045.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Application)	.....\$	1,236,420.00
8. CURRENT PAYMENT DUE (Line 6 from prior Application)	.....\$	176,625.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	.....\$	3,108,955.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
NET CHANGES by Change Order		

Contract For: Scallise Industries

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed 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 payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Scallise Industries

By: *[Signature]*  
 State of: PA  
 County of: Washington  
 Notary Public: *[Signature]*  
 My Commission expires: December 16, 2024  
 Date: February 28, 2024  
 Commonwealth of Pennsylvania - Notary Seal  
 Washington County  
 My commission expires December 16, 2024  
 Commission number 1134778  
 Member, Pennsylvania Association of Notaries

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$176,625.00

(Attach explanation if the amount certified differs from the amount applied for in Line 8. Initial all figures on this Application and on the Schedule of Values that are changes to conform to the amount certified.)

ARCHITECT: *[Signature]* Date: 3/7/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

# APPLICATION FOR PAYMENT - SCHEDULE OF VALUES

Application No.: S221255-06  
 Application Date: 02/09/23  
 Perfile To: 02/28/23  
 Architect's Project No.:

Use Column I on Contracts where variable retainage for line items may apply

(A) ITEM NO.	(B) DESCRIPTION OF WORK	(C) SCHEDULED VALUE	(D) WORK COMPLETED PREVIOUS APPLIC. (D+E)	(E) WORK COMPLETED THIS PERIOD	(F) MATERIALS PRESENTLY STORED (NOT IN DORE)	(G) TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(H) BALANCE TO FINISH (C-G)	(I) RETENTION	
								% (G/C)	
101	Bonds/Permits	44,500.00	44,500.00	0.00	0.00	44,500.00	0.00	100.00	
102	General Overhead	95,000.00	47,500.00	9,500.00	0.00	57,000.00	38,000.00	60.00	
103	Submittals HVAC	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00	100.00	
104	Submittals Electrical	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00	100.00	
105	Project Management/Engineering	145,000.00	72,500.00	14,500.00	0.00	87,000.00	58,000.00	60.00	
106	Coordination/CAD Drawings	45,000.00	22,500.00	11,250.00	0.00	33,750.00	11,250.00	75.00	
107	Mobilization	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00	100.00	
108	HVAC RTU's	410,000.00	0.00	0.00	0.00	0.00	410,000.00	0.00	
109	HVAC UV's	432,000.00	0.00	0.00	0.00	0.00	432,000.00	0.00	
110	HVAC MER Equipment	589,000.00	450,000.00	0.00	0.00	450,000.00	149,000.00	75.13	
111	Electrical Material/Labor	155,000.00	0.00	15,000.00	0.00	15,000.00	140,000.00	9.68	
112	General Construction/Cleaning	160,000.00	40,000.00	5,000.00	0.00	45,000.00	115,000.00	28.13	
113	Demolition	33,000.00	0.00	0.00	0.00	0.00	33,000.00	0.00	
114	Sheetmetal Material	40,000.00	0.00	0.00	0.00	0.00	40,000.00	0.00	
115	Sheetmetal Labor	195,000.00	0.00	0.00	0.00	0.00	195,000.00	0.00	
116	Piping Material	485,000.00	320,000.00	40,000.00	0.00	360,000.00	125,000.00	74.23	
117	Piping Labor	796,000.00	238,800.00	60,000.00	0.00	298,800.00	497,200.00	37.54	
118	Insulation - HVAC	370,000.00	0.00	0.00	0.00	0.00	370,000.00	0.00	
119	Roofing	3,500.00	0.00	0.00	0.00	0.00	3,500.00	0.00	
120	Automatic Temperature Controls (ATC)	410,000.00	82,000.00	41,000.00	0.00	123,000.00	287,000.00	30.00	
121	Cranes/Rentals	30,000.00	10,000.00	0.00	0.00	10,000.00	20,000.00	33.33	
122	Start/End/Balance	14,000.00	0.00	0.00	0.00	0.00	14,000.00	0.00	
123	Closeouts/O&M's	12,000.00	0.00	0.00	0.00	0.00	12,000.00	0.00	
<b>Job Totals:</b>		<b>\$4,520,000.00</b>	<b>\$1,373,900.00</b>	<b>\$186,250.00</b>	<b>\$0.00</b>	<b>\$1,570,050.00</b>	<b>\$2,949,950.00</b>	<b>34.74</b>	<b>\$157,005.00</b>



U.S. Department of Labor  
Wage and Hour Division

**PAYROLL**  
(For Contractor's Optional Use; See instructions at [www.doi.gov/whd/forms/wht347instr.htm](http://www.doi.gov/whd/forms/wht347instr.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 SUBCONTRACTOR   
 Scalise Industries Corporation dba EMCOR Services Scalise Industries  
 ADDRESS 55 Park Drive, PO Box 611, Lawrence, PA 15055  
 OMB No.: 1235-0008 Expires: 07/31/2024

PAYROLL NO. 20  
 FOR WEEK ENDING 01/31/2023  
 PROJECT AND LOCATION  
 North Marion High School HVAC Upgrades  
 1 N. Marion Drive, Farmington, WV 26571  
 PROJECT OR CONTRACT NO.  
 Thrasher Project No. T60-11005

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) WORK CLASSIFICATION	(3) HOURS WORKED EACH DAY	(4) PAY AND DATE	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK
							FICA	WITH-HOLDING TAX	OTHER	
See Attached			M T W T F S S 25 26 27 28 29 30 31							

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 information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "submit weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 66 minutes to complete this collection, including time for reviewing instructions, including time for reviewing instructions, gathering existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 53502, 200 Constitution Avenue, N.W., Washington, D. C. 20210



Date 2/23/23

I, Mark E. Malencia President  
 (Name of Signatory Party) (Title)  
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by  
Scalise Industries Corporation dba EMCOR Services Scalise Industries on the  
(Contractor or Subcontractor)

North Marlon High School HVAC Upgrades; that during the payroll period commencing on the  
(Building or Work)

25th day of January, 2023, and ending the 31st day of January, 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

Scalise Industries Corporation dba EMCOR Services Scalise Industries from the full  
(Contractor or Subcontractor)

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 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
 63 Stat. 108, 72 Stat. 967; 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 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 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

REMARKS:

SIGNATURE

NAME AND TITLE  
Mariah Carpenter, Payroll Specialist

Mariah Carpenter

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
 SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF  
 TITLE 31 OF THE UNITED STATES CODE.

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**Payroll - Combined Certified WH-347 Report and Compliance Statement PE 01.31.23 - 5**

**Scalise**

**Combined Certified Hours and Federal Statement of Compliance**

**Date: 02/01/23**

**Period Date: 01/31/2023 Year: 2023**

Co/Job: 466 S221265 NPHS HVAC Upgrades  
 Address: 1 N. Marion Drive  
 State: Farmington  
 Zip Code: WV 26571  
 Description:

Federal Employer Id: 25-1334312  
 Work Comp Insurance Carrier: Scalise Industries  
 Policy Number: 55 Park Dr  
 Effective Date: Lawrence  
 Expiration Date: PA 15055

Employee Number	Martial Gender	Race	Federal Inst. Exempt	Total Hours	Gross Wages	Federal Tax	Social Security Tax	Medicare Tax	All States Tax	All States DDL	Work Comp	All Local Tax	Other Deductions	Primes Paid to Employee	Roth 401k	Net Pay	Primes Not in Pay	State Fringes	Union Fringes	Job Fringes	
103061	Single Male	White	0	2459979	20.00	1,641.20	308.70	118.69	27.76	103.00	0.00	0.00	217.05	0.00	0.00	1,139.12	0.00	0.00	0.00	612.00	0.00

PW Skills:

Skills: FOREIGN

465152 - WV Plumbers and Pipefitters

Union: 465152 - WV Plumbers and Pipefitters

SSN: \*\*\*-\*\*-6832

Name: Eric P. Sigley

55 Ruth St  
Gretton WV 26354

Employee Number	Martial Gender	Race	Federal Inst. Exempt	Total Hours	Gross Wages	Federal Tax	Social Security Tax	Medicare Tax	All States Tax	All States DDL	Work Comp	All Local Tax	Other Deductions	Primes Paid to Employee	Roth 401k	Net Pay	Primes Not in Pay	State Fringes	Union Fringes	Job Fringes	
103014	Single Male	White	0	2459979	40.00	1,641.20	212.23	101.75	23.80	85.00	0.00	0.00	520.24	0.00	0.00	898.18	0.00	0.00	1,224.00	0.00	0.00

PW Skills:

Skills: JOURNO

465152 - WV Plumbers and Pipefitters

Union: 465152 - WV Plumbers and Pipefitters

SSN: \*\*\*-\*\*-2709

Name: Benjamin M Warder

860 Cherry Street  
Gretton WV 26354

# Payroll - Combined Certified WH-347 Report and Compliance Statement PE 01.31.23 - 5

## Scallise

### Combined Certified Hours and Federal Statement of Compliance

Date: 02/01/23

Period Date: 01/31/2023 Year: 2023



Employer/ID	Job Title	Address	City	State	Zip
485 S221255 NMHS HVAC Upgrades	Scallise Industries	1 N. Marion Drive	Lawrence	PA	15055

Employee Number	Employee Name	DOB	Race	Sex	SSN	Union	Total Gross	Total Federal Tax	Total Social Security Tax	Total Medicare Tax	Total State Tax	Total Local Tax	All Other Deductions	Total Net Pay
103462	Single Male Ollon E Pride	White	Male	SSN: ***-**-0820	465152 - WV Plumbers and Pipefitters	Union:	811.60	73.20	58.52	13.22	39.00	0.00	0.00	479.95

Employee Number	Employee Name	DOB	Race	Sex	SSN	Union	Total Gross	Total Federal Tax	Total Social Security Tax	Total Medicare Tax	Total State Tax	Total Local Tax	All Other Deductions	Total Net Pay
103511	Married Male Joehus D Sullivan	White	Male	SSN: ***-**-1778	465152 - WV Plumbers and Pipefitters	Union:	1,641.20	38.02	101.75	23.80	85.00	0.00	0.00	972.39

Employee Number	Employee Name	DOB	Race	Sex	SSN	Union	Total Gross	Total Federal Tax	Total Social Security Tax	Total Medicare Tax	Total State Tax	Total Local Tax	All Other Deductions	Total Net Pay
103462	Single Male Ollon E Pride	White	Male	SSN: ***-**-0820	465152 - WV Plumbers and Pipefitters	Union:	811.60	73.20	58.52	13.22	39.00	0.00	0.00	479.95



Payroll - Combined Certified WH-347 Report and Compliance Statement PE 01.31.23 - 5

Scallise Combined Certified Hours and Federal Statement of Compliance

Date: 02/01/23

Period Date: 01/31/2023 Year: 2023

Co/Job: 465 S221255 NMHS HVAC Upgrades 1 N. Marion Drive Farmington WV 26571
Federal Employer Id: 25-1334312
Work Comp Insurance Carrier: Scallise Industries 55 Park Dr Lawrence PA 15066

Table with columns: Employee Number, Status, Race, Gender, Date of Birth, Federal Exempt, Federal Exempt Code, Total Hours, Total Gross Wages, Federal Tax, Social Security Tax, Medicare Tax, State Tax, Local Tax, All Local Tax, Hours, Rate, Gross, Deductions, Net Pay, Union Fringes, Union Not in Pay, State Fringes, State Not in Pay, Job Fringes, Job Not in Pay.

Summary table with columns: Description, Hours, Rate, Gross, Deductions, Net Pay. Includes rows for GROSS, FED WITHHOLDING, SOCIAL SECURITY WH, MEDICARE WH, WV STATE WH, DUES, APPRENTICE FUND, WV PIPE TRADES, WV BUILDING TRADES, SAVINGS JNY, UA ORGANIZING, MARKET RECOVERY NET.

Main payroll table with columns: Employee Number, Name, Race, Sex, SSN, Union, Stipend, Stipend Code, Hours, Rate, Gross, Deductions, Net Pay, Union Fringes, Union Not in Pay, State Fringes, State Not in Pay, Job Fringes, Job Not in Pay. Includes weekly breakdown for 01/25-01/31.

**Payroll - Combined Certified WH-347 Report and Compliance Statement PE 01.31.23 - 5**

**Scalise**

**Combined Certified Hours and Federal Statement of Compliance**

Date: 02/01/23

Period Date: 01/31/2023 Year: 2023



**Co/Job:** 485 S221209 NIMAS HVAC Upgrades  
**Address:** 1 N. Merion Drive  
**State:** Farmington  
**Zip Code:** WV  
**Description:** 28571

**Federal Employer Id:** 26-1304312  
**Work Comp Insurance Carrier:**  
**Policy Number:**  
**Effective Date:**  
**Expiration Date:**

**Scalise Industries**  
 55 Park Dr  
 Lawrence  
 PA  
 15065

Employee Number	Market/Union	Rate	Hours	Total Gross	Total Deductions	Net Pay	Job No.	Job Title	Job Pay

MARKET RECOVERY NET

-10.00  
594.89

**JOB TOTALS**

GROSS THIS JOB: 5,946.20  
 HOURS THIS JOB: 180.00  
 GROSS ALL CHECKS: 6,983.52  
 REIMBURSABLE ALL CHECKS: 0.00  
 FRINGES PAID TO EMPLOYEE: 0.00  
 EIC ALL CHECKS: 0.00  
 FEDERAL WITH ALL CHECKS: 656.82  
 SOCIAL SECURITY ALL CHECKS: 433.00  
 MEDICARE ALL CHECKS: 101.28  
 STATE WITH ALL CHECKS: 346.00  
 WORKERS COMP ALL CHECKS: 0.00  
 LOCAL WITH ALL CHECKS: 0.00  
 OTHER DEDUCTIONS ALL CHECKS: 1,620.29  
 TOTAL DEDUCTIONS ALL CHECKS: 3,160.39  
 NET ALL CHECKS: 3,823.53

FRINGES PAID TO LOCAL UNION 465162

180.00 REG HRS @ 11.35 / HR = 1,816.00  
 180.00 REG HRS @ 8.10 / HR = 1,456.00  
 180.00 REG HRS @ 8.50 / HR = 1,360.00  
 180.00 REG HRS @ 0.96 / HR = 162.00  
 180.00 REG HRS @ 0.10 / HR = 16.00  
 180.00 REG HRS @ 0.10 / HR = 16.00  
 180.00 REG HRS @ 0.50 / HR = 80.00  
**TOTAL 4,896.00**

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: 1  
23



Payroll - Combined Certified WH-347 Report and Compliance Statement PE 01.31.23 - 5

Scalise

Combined Certified Hours and Federal Statement of Compliance

Date: 02/01/23

Period Date: 01/31/2023 Year: 2023

PROJECT: NIMHS HVAC Upgrades

ADDRESS: 1 N. Marion Drive, Farmington, WV, 26671

I. MARIAH CARPENTER, EXECUTIVE ASSISTANT (NAME OF SIGNATORY PARTY) (TITLE)

DO HEREBY STATE:

(1) THAT I PAY OR SUPERVISE THE PAYMENT OF THE PERSONS EMPLOYED BY SCALISE INDUSTRIES ON THE ABOVE DESCRIBED PROJECT; THAT DURING THE PAYROLL PERIOD COMMENCING ON THE 26TH DAY OF JANUARY 2023 AND ENDING ON THE 31TH DAY OF JANUARY 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 SCALISE INDUSTRIES 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 2 (29 CFR SUBTITLE A), ISSUED BY THE SECRETARY OF LABOR UNDER THE COPELAND ACT, AS AMENDED (43 STAT. 948, 63 STAT. 108, 72 STAT. 867, 76 STAT. 357, 40 U.S.C 3145), AND DESCRIBED BELOW:

FICA, FEDERAL WITHHOLDING, CITY OR STATE WITHHOLDING, DISABILITY, SAVINGS

(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 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

EXCEPTIONS (CRAFT) EXPLANATION

Table with 2 columns: EXCEPTIONS (CRAFT), EXPLANATION

REMARKS

NAME AND TITLE: Mariah Carpenter, Executive Assistant

SIGNATURE: [Handwritten Signature]

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

**PAYROLL**

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



U.S. Wage and Hour Division  
Rev. Dec. 2008

NAME OF CONTRACTOR  OR SUBCONTRACTOR  Scalise Industries Corporation dba EMCOR Services Scalise Industries

PAYROLL NO. 21 FOR WEEK ENDING 02/07/2023

PROJECT AND LOCATION: North Marion High School HVAC Upgrades  
1 N. Marion Drive, Farmington, WV 26571

PROJECT OR CONTRACT NO. Thrasher Project No. T60-11005

OMB No.: 1235-0008  
Expires: 07/31/2024

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER See Attached	(2) ENROLLING OR LEAVING ORGANIZATION	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK					
			W	T	F	S	S	0	T				FICA	WITH-HOLDING TAX	OTHER		TOTAL DEDUCTIONS				
			2	2	2	2	2	2	2												
			01	02	03	04	05	06	07												

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 information collection contained in 29 C.F.R. §§ 3.3, 5.5(e). The Copeland Act (40 U.S.C. § 9145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 33502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 2/23/23

I, Mark E. Malencia President  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by  
Scalise Industries Corporation dba EMCOR Services Scalise Industries on the  
(Contractor or Subcontractor)

North Marion High School HVAC Upgrades; that during the payroll period commencing on the  
(Building or Work)

1st day of February, 2023, and ending the 7th day of February, 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

Scalise Industries Corporation dba EMCOR Services Scalise Industries from the full  
(Contractor or Subcontractor)

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 C.F.R. 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 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 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

REMARKS:

NAME AND TITLE  
Mariah Carpenter, Payroll Specialist

SIGNATURE  
Mariah Carpenter

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 5729 OF  
TITLE 31 OF THE UNITED STATES CODE.





**Payroll - Combined Certified WH-347 Report and Compliance Statement PE 02.07.23 - 6**

**Scalise**

**Combined Certified Hours and Federal Statement of Compliance**

Date: 02/09/23

Period Date: 02/07/2023 Year: 2023

Co/Job: 485 5221255 NMHS HVAC Upgrades  
 Address: 1 N. Marlon Drive  
 State: Farmington  
 Zip Code: WV 26871  
 Description: 26871

Federal Employer Id: 25-1304312  
 Work Comp Insurance Carrier:  
 Policy Number:  
 Effective Date:  
 Expiration Date:

Scalise Industries  
 65 Park Dr  
 Lawrence  
 PA  
 15055

Employee Number	Warrant Status	Marital Status	Race	Gender	First Last	SSN	Union	02/01	02/02	02/03	02/04	02/05	02/06	02/07	All Local Tax	Other Deductions to Employee	Net Pay	State Fringe	State Fringe	State Fringe	Unempl. Insur.	Med. Insur.	Job Pay																																																																																																																																																																																																																																																																																
103061	Single	Male	White	Male	Eric P Scalise	***-**-4832	Union: 486102 - WV Plumbers and Pipefitters	02/01 WED 10.00 00.00	02/02 THU 10.00 00.00	02/03 FRI 00.00 00.00	02/04 SAT 00.00 00.00	02/05 SUN 00.00 00.00	02/06 MON 10.00 00.00	02/07 TUE 10.00 00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																																																																																																																																																																																																																																																																															
<table border="0"> <tr> <td colspan="15"></td> <td colspan="2">GROSS</td> <td colspan="2">1751.20</td> <td colspan="2">1751.20</td> </tr> <tr> <td colspan="15"></td> <td colspan="2">FED WITHHOLDING</td> <td colspan="2">-272.81</td> <td colspan="2">-272.81</td> </tr> <tr> <td colspan="15"></td> <td colspan="2">SOCIAL SECURITY WH</td> <td colspan="2">-106.57</td> <td colspan="2">-106.57</td> </tr> <tr> <td colspan="15"></td> <td colspan="2">MEDICARE WH</td> <td colspan="2">-25.39</td> <td colspan="2">-25.39</td> </tr> <tr> <td colspan="15"></td> <td colspan="2">WV STATE WH</td> <td colspan="2">-82.00</td> <td colspan="2">-82.00</td> </tr> <tr> <td colspan="15"></td> <td colspan="2">DUES</td> <td colspan="2">-81.28</td> <td colspan="2">-81.28</td> </tr> <tr> <td colspan="15"></td> <td colspan="2">APPRENTICE FUND</td> <td colspan="2">-0.00</td> <td colspan="2">-0.00</td> </tr> <tr> <td colspan="15"></td> <td colspan="2">WV PIPE TRADES</td> <td colspan="2">-10.40</td> <td colspan="2">-10.40</td> </tr> <tr> <td colspan="15"></td> <td colspan="2">WV BUILDING TRADES</td> <td colspan="2">-8.00</td> <td colspan="2">-8.00</td> </tr> <tr> <td colspan="15"></td> <td colspan="2">SAVINGS PM</td> <td colspan="2">-329.60</td> <td colspan="2">-329.60</td> </tr> <tr> <td colspan="15"></td> <td colspan="2">UA ORGANIZING</td> <td colspan="2">-4.00</td> <td colspan="2">-4.00</td> </tr> <tr> <td colspan="15"></td> <td colspan="2">MARKET RECOVERY</td> <td colspan="2">-20.00</td> <td colspan="2">-20.00</td> </tr> <tr> <td colspan="15"></td> <td colspan="2">NET</td> <td colspan="2">818.34</td> <td colspan="2">818.34</td> </tr> </table>																																						GROSS		1751.20		1751.20																	FED WITHHOLDING		-272.81		-272.81																	SOCIAL SECURITY WH		-106.57		-106.57																	MEDICARE WH		-25.39		-25.39																	WV STATE WH		-82.00		-82.00																	DUES		-81.28		-81.28																	APPRENTICE FUND		-0.00		-0.00																	WV PIPE TRADES		-10.40		-10.40																	WV BUILDING TRADES		-8.00		-8.00																	SAVINGS PM		-329.60		-329.60																	UA ORGANIZING		-4.00		-4.00																	MARKET RECOVERY		-20.00		-20.00																	NET		818.34		818.34	
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Hours	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	040.00	
Rate	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800	43.7800
Gross	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20	1751.20

Net Pay	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34	818.34
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State Fringe	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Unempl. Insur.	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Med. Insur.	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Job Pay	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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State Fringe	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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State Fringe	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Unempl. Insur.	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Med. Insur.	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Job Pay	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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State Fringe	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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State Fringe	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Unempl. Insur.	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Med. Insur.	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Job Pay	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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State Fringe	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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State Fringe	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Unempl. Insur.	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Med. Insur.	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Job Pay	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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State Fringe	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Payroll - Combined Certified WH-347 Report and Compliance Statement PE 02.07.23 - 6

Scalise

Combined Certified Hours and Federal Statement of Compliance

Date: 02/09/23

Period Date: 02/07/2023 Year: 2023

Co/Job: 465 5221255 NMHS HVAC Upgrades 1 N. Mason Drive Remington WV 26571

Federal Employer Id: 25-1334312 Work Comp Insurance Carrier: Lawrance PA 16065

Table with columns: Employee Number, Status, Race, Federal Exempt, Federal Hours, Gross Wages, Federal Tax, Social Security Tax, Medicare Tax, State Tax, Local Tax, All Other Deductions, Net Pay, Job Title, Fringes, Union, Fringes, Net In Pay, Job Title, Fringes, Union, Fringes, Net In Pay.

Summary table for employee 103462: Single Male, White, SSN: \*\*\*-\*\*-0920, 40.00 hours, 911.60 gross wages, 73.20 federal tax, 56.52 social security tax, 13.22 medicare tax, 0.00 state tax, 0.00 local tax, 250.71 other deductions, 478.95 net pay.

Summary table for employee 103511: Married Male, White, SSN: \*\*\*-\*\*-1728, 40.00 hours, 1,641.20 gross wages, 38.02 federal tax, 101.75 social security tax, 23.80 medicare tax, 0.00 state tax, 0.00 local tax, 420.24 other deductions, 972.39 net pay.

Hourly breakdown for employee 103462: 02/01 WED 10.00, 02/02 THU 10.00, 02/03 FRI 10.00, 02/04 SAT 00.00, 02/05 SUN 00.00, 02/06 MON 10.00, 02/07 TUE 10.00. Total: 70.00 hours, 911.60 gross.

Hourly breakdown for employee 103511: 02/01 WED 10.00, 02/02 THU 10.00, 02/03 FRI 10.00, 02/04 SAT 00.00, 02/05 SUN 00.00, 02/06 MON 10.00, 02/07 TUE 10.00. Total: 70.00 hours, 1,641.20 gross.

Summary table for employee 103462: Skills: APP02, 0.00 hours, 0.00 gross, 0.00 tax, 0.00 other deductions, 0.00 net pay.

Summary table for employee 103511: Skills: JOUR00, 0.00 hours, 0.00 gross, 0.00 tax, 0.00 other deductions, 0.00 net pay.

Printed on emsive using COINS V12.01.210501SR2003-31/10/22 by Mariah Carpenter at 07:39:59 on 02/09/23 (WVPS&CREMP)

**Payroll - Combined Certified WH-347 Report and Compliance Statement PE 02.07.23 - 6**

**Scalise**

**Combined Certified Hours and Federal Statement of Compliance**

Date: 02/09/23

Period Date: 02/07/2023 Year: 2023



**Co/Job:** 465 S221255 NMHS HVAC Upgrades  
**Address:** 1 N. Marlton Drive  
 Farmington  
 NJ 08031  
**State:** NJ  
**Zip Code:** 08031  
**Description:**

**Federal Employer Id:** 25-1334312  
**Work Comp Insurance Carrier:** Scalise Industries  
 55 Park Dr  
 Lawrence  
 PA 15060

Emp No	Emp Name	Emp Status	Emp Title	Emp Rate	Emp Hrs	Emp Gross	Emp Tax	Emp Social	Emp Medicare	Emp State	Emp Other	Emp Gross	Emp Tax	Emp Social	Emp Medicare	Emp State	Emp Other	Emp Gross	Emp Tax	Emp Social	Emp Medicare	Emp State	Emp Other
R				10.00	10.00	100.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00
O				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	0.00	0.00	0.00	0.00
D				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	0.00	0.00	0.00	0.00
<b>TOTALS</b> GROSS THRS JOB: 5,945.20 HOURS THRS JOB: 180.00 GROSS ALL CHECKS: 5,945.20 REIMBURSABLE ALL CHECKS: 0.00 FRINGES PAID TO EMPLOYEE: 0.00 EIC ALL CHECKS: 0.00 FEDERAL WH ALL CHECKS: 680.28 SOCIAL SECURITY ALL CHECKS: 398.59 MEDICARE ALL CHECKS: 85.21 STATE WH ALL CHECKS: 301.00 WORKERS COMP ALL CHECKS: 0.00 LOCAL WH ALL CHECKS: 1,625.28 OTHER DEDUCTIONS ALL CHECKS: 2,977.34 NET ALL CHECKS: 2,977.88																							

Day	Rate	Gross	Tax	Social	Medicare	State	Other	Gross	Tax	Social	Medicare	State	Other
TUE	10.00	100.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00
WED	10.00	100.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00
THU	10.00	100.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00
FRI	10.00	100.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00
SAT	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
SUN	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
MON	10.00	100.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00
TUE	10.00	100.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00
<b>GROSS</b> 1841.20 <b>FED WITHHOLDING</b> -38.02 <b>SOCIAL SECURITY WH</b> -101.75 <b>MEDICARE WH</b> -23.80 <b>WV STATE WH</b> -85.00 <b>DUES</b> -57.44 <b>APPRENTICE FUND</b> -0.80 <b>WV PIPE TRADES</b> -10.40 <b>WV BUILDING TRADES</b> -8.00 <b>SAVINGS INY</b> -319.60 <b>LIA ORGANIZING</b> -4.00 <b>MARKET RECOVERY</b> -20.00 <b>NET</b> 972.39													

Job	Rate	Gross	Tax	Social	Medicare	State	Other	Gross	Tax	Social	Medicare	State	Other
REG HRS @ 11.36 / HR =	180.00	2,044.80	0.00	0.00	0.00	0.00	0.00	2,044.80	0.00	0.00	0.00	0.00	0.00
REG HRS @ 9.10 / HR =	180.00	1,638.00	0.00	0.00	0.00	0.00	0.00	1,638.00	0.00	0.00	0.00	0.00	0.00
REG HRS @ 8.50 / HR =	180.00	1,530.00	0.00	0.00	0.00	0.00	0.00	1,530.00	0.00	0.00	0.00	0.00	0.00
REG HRS @ 0.95 / HR =	180.00	171.00	0.00	0.00	0.00	0.00	0.00	171.00	0.00	0.00	0.00	0.00	0.00
REG HRS @ 0.10 / HR =	180.00	18.00	0.00	0.00	0.00	0.00	0.00	18.00	0.00	0.00	0.00	0.00	0.00
REG HRS @ 0.10 / HR =	180.00	18.00	0.00	0.00	0.00	0.00	0.00	18.00	0.00	0.00	0.00	0.00	0.00
REG HRS @ 0.50 / HR =	180.00	90.00	0.00	0.00	0.00	0.00	0.00	90.00	0.00	0.00	0.00	0.00	0.00



**Payroll - Combined Certified WH-347 Report and Compliance Statement PE 02.07.23 - 6**

**Scallise**

**Combined Certified Hours and Federal Statement of Compliance**

Date: 02/09/23

Period Date: 02/07/2023 Year: 2023

Co/Job: 465 S221255 MMHS HVAC Upgrades  
 Address: 1 N. Main Drive  
 State: WV  
 Zip Code: 26071  
 Description:

Federal Employer Id: 25-1334312  
 Work Comp Insurance Carrier: Scallise Industries  
 Policy Number: Lawrence PA 15065  
 Effective Date:  
 Expiration Date:

Employer Number	Martial Status	Hours	Federal Exempts/Check or EIT	Total Hours	Federal Gross Wages	Federal Tax	Social Security Tax	All States Tax	All States DBL	All States Work Comp	All Local Tax	Other Deductions	Fringes Paid to Employee	Reimb	Net Fringes Not in Pay	State Calc Fringes Not in Pay	Union Fringes Not in Pay	Job Fringes Not in Pay
<b>TOTAL 4,696.00</b>																		

**Payroll - Combined Certified WH-347 Report and Compliance Statement PE 02.07.23 - 6**

**Scalise**

**Combined Certified Hours and Federal Statement of Compliance**

**Date: 02/09/23**

**Period Date: 02/07/2023 Year: 2023**



PROJECT: NHR#9 HVAC Upgrades

ADDRESS: 1 N. Marion Drive, Farmington, WV, 26571

I, **MARAH CARPENTER**,  
(NAME OF SIGNATORY PARTY)

**EXECUTIVE ASSISTANT**  
(TITLE)

DO HEREBY STATE:

(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 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

EXCEPTIONS (CRAFT) EXPLANATION

EXCEPTIONS (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE  
Marah Carpenter  
Executive Assistant

SIGNATURE

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

(1) THAT I PAY OR SUPERVISE THE PAYMENT OF THE PERSONS EMPLOYED BY SCALISE INDUSTRIES ON THE ABOVE DESCRIBED PROJECT; THAT DURING THE PAYROLL PERIOD COMMENCING ON THE 1ST DAY OF FEBRUARY 2023 AND ENDING ON THE 7TH DAY OF FEBRUARY 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 SCALISE INDUSTRIES 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 2 (29 CFR SUBTITLE A), ISSUED BY THE SECRETARY OF LABOR UNDER THE COPOLAND ACT, AS AMENDED (48 STAT. 949, 63 STAT. 106, 72 STAT. 867, 78 STAT. 357; 40 U.S.C. 3146), AND DESCRIBED BELOW:

FICA, FEDERAL WITHHOLDING, CITY OR STATE WITHHOLDING, DISABILITY, SAVINGS

(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 EXISTS IN A STATE, ARE REGISTERED WITH THE BUREAU OF APPRENTICESHIP AND TRAINING, UNITED STATES DEPARTMENT OF LABOR.

02 09 23 09



**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](http://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.

Rev. Dec. 2008

NAME OF CONTRACTOR  OR SUBCONTRACTOR   
 Scalise Industries Corporation dba EMCOR Services Scalise Industries

ADDRESS 55 Park Drive, PO Box 611, Lawrence, PA 15055

PROJECT AND LOCATION  
 Thrasher Project No. T60-11005  
 North Marion High School HVAC Upgrades  
 1 N. Marion Drive, Farmington, WV 26571

FOR WEEK ENDING 02/14/2023  
 PAYROLL NO. 22  
 OMB No.: 1235-0008  
 Expires: 07/31/2024

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	(2) EMPLOYEE'S STATUS M Full-time S Part-time O Other	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			W	T	F	S	S	S	S				FICA	WITH-HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			HOURS WORKED EACH DAY	HOURS WORKED EACH DAY	HOURS WORKED EACH DAY	HOURS WORKED EACH DAY	HOURS WORKED EACH DAY	HOURS WORKED EACH DAY	HOURS WORKED EACH DAY				HOURS WORKED EACH DAY	HOURS WORKED EACH DAY	HOURS WORKED EACH DAY		HOURS WORKED EACH DAY
See Attached			W	T	F	S	S	S	14								
			2	2	2	2	2	2									
			8	9	10	11	12	13	14								

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 information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room SSS02, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date 2/23/23  
 I, Mark E. Malencia President  
 (Name of Signatory Party) (Title)  
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by  
Scalise Industries Corporation dba EMCOR Services Scalise Industries on the  
 (Contractor or Subcontractor)  
North Marion High School HVAC Upgrades; that during the payroll period commencing on the  
 (Building or Work)  
8th day of February 2023, and ending the 14th day of February 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  
Scalise Industries Corporation dba EMCOR Services Scalise Industries from the full  
 (Contractor or Subcontractor)

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 C.F.R. 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 exists in a State, are registered  
 with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That  
 (e) 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 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

REMARKS:

NAME AND TITLE  
Mariah Carpenter, Payroll Specialist

SIGNATURE  


THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
 SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 8729 OF  
 TITLE 31 OF THE UNITED STATES CODE.



# Payroll - Combined Certified WH-347 Report and Compliance Statement PE 2.14.23 - 7

## Scallise

### Combined Certified Hours and Federal Statement of Compliance

Date: 02/16/23

Period Date: 02/14/2023 Year: 2023

Co/Job: 465 S221265 NIMHS HVAC Upgrades  
 Address: 1 N. Merion Drive  
 State: WV  
 Zip Code: 26571  
 Description: Farmington

Federal Employer Id: 26-1334812  
 Work Comp Insurance Carrier:  
 Policy Number:  
 Effective Date:  
 Expiration Date:

Scallise Industries  
 55 Park Dr  
 Lawrence  
 PA  
 15055

Employee Number	Amount Status	Marital Status	Race	Federal Exempts	First Chkd. or EFT	Total Hours	Total Gross Wages	Federal Tax	Social Security Tax	Medicare Tax	All States Tax	All States Work Comp	All States Tax	Other Deductions	Fringes Paid to Employees	Retiro	No.	Pay	State Calc	Union Fringes	Not in Pay	Job Fringes	Not in Pay
103314	Single	Male	White	0	2459993	40.00	1,641.20	271.93	108.33	25.33	92.00	0.00	0.00	0.00	433.95	0.00	0.00	815.68	0.00	0.00	1,224.00	0.00	

PW Skills:

FORE00

465152 - WV Plumbers and Pipefitters

SSN: \*\*\*-\*\*-6832

Name: Eric P Sigley

58 Ruth St  
Garbton WV 26354

DATE	DAY	HOURS	RATE	GROSS
02/08	WED	10.00	10.00	100.00
02/09	THU	10.00	10.00	100.00
02/10	FRI	00.00	00.00	00.00
02/11	SAT	00.00	00.00	00.00
02/12	SUN	00.00	00.00	00.00
02/13	MON	10.00	10.00	100.00
02/14	TUE	02.00	43.7800	87.5600

DATE	DAY	HOURS	RATE	GROSS
02/08	WED	10.00	10.00	100.00
02/09	THU	10.00	10.00	100.00
02/10	FRI	00.00	00.00	00.00
02/11	SAT	00.00	00.00	00.00
02/12	SUN	00.00	00.00	00.00
02/13	MON	10.00	10.00	100.00
02/14	TUE	02.00	43.7800	87.5600

DATE	DAY	HOURS	RATE	GROSS
02/08	WED	10.00	10.00	100.00
02/09	THU	10.00	10.00	100.00
02/10	FRI	00.00	00.00	00.00
02/11	SAT	00.00	00.00	00.00
02/12	SUN	00.00	00.00	00.00
02/13	MON	10.00	10.00	100.00
02/14	TUE	02.00	43.7800	87.5600

DATE	DAY	HOURS	RATE	GROSS
02/08	WED	10.00	10.00	100.00
02/09	THU	10.00	10.00	100.00
02/10	FRI	00.00	00.00	00.00
02/11	SAT	00.00	00.00	00.00
02/12	SUN	00.00	00.00	00.00
02/13	MON	10.00	10.00	100.00
02/14	TUE	02.00	43.7800	87.5600

CHIEFT: 2459993	GROSS	FED WITHHOLDING	SOCIAL SECURITY WH	MEDICARE WH	WV STATE WH	DUES	APPRENTICE FUND	WV PIPE TRADES	WV BUILDING TRADES	SAVINGS PM	UA ORGANIZING	MARKET RECOVERY	NET
032.00	1400.96	1747.20	-271.93	-108.33	-25.33	-92.00	-61.15	-10.40	-8.00	-229.80	-20.00	815.68	

CHIEFT: 2459993	GROSS	FED WITHHOLDING	SOCIAL SECURITY WH	MEDICARE WH	WV STATE WH	DUES	APPRENTICE FUND	WV PIPE TRADES	WV BUILDING TRADES	SAVINGS PM	UA ORGANIZING	MARKET RECOVERY	NET
032.00	1400.96	1747.20	-271.93	-108.33	-25.33	-92.00	-61.15	-10.40	-8.00	-229.80	-20.00	815.68	

CHIEFT: 2459993	GROSS	FED WITHHOLDING	SOCIAL SECURITY WH	MEDICARE WH	WV STATE WH	DUES	APPRENTICE FUND	WV PIPE TRADES	WV BUILDING TRADES	SAVINGS PM	UA ORGANIZING	MARKET RECOVERY	NET
032.00	1400.96	1747.20	-271.93	-108.33	-25.33	-92.00	-61.15	-10.40	-8.00	-229.80	-20.00	815.68	

CHIEFT: 2459993	GROSS	FED WITHHOLDING	SOCIAL SECURITY WH	MEDICARE WH	WV STATE WH	DUES	APPRENTICE FUND	WV PIPE TRADES	WV BUILDING TRADES	SAVINGS PM	UA ORGANIZING	MARKET RECOVERY	NET
032.00	1400.96	1747.20	-271.93	-108.33	-25.33	-92.00	-61.15	-10.40	-8.00	-229.80	-20.00	815.68	



**Payroll - Combined Certified WH-347 Report and Compliance Statement PE 2.14.23 - 7**

**Scallise**

**Combined Certified Hours and Federal Statement of Compliance**

Date: 02/16/23

Period Date: 02/14/2023 Year: 2023



Co/Job: 465 S221255 NMHS HVAC Upgrades  
 Address: 1 N. Merion Drive  
 State: Farmington WV 26031  
 Description: 26571

Federal Employer Id: 25-1354312  
 Work Comp Insurance Carrier: Scallise Industries  
 Policy Number: Lawrence PA 15065  
 Effective Date:  
 Expiration Date:

Employer Number	Marital Status	Race	Partial Smt Exempt	Check or C/T	Total Gross Hours	Total Federal Gross	Total State Gross	Total Social Security	Total Medicare	All States	All Local	Tax	Calc	Other	Fringes to Employer	Reimb	Net Pay	State Fringes	Fed Fringes	Union Fringes	Job Fringes
103462	Single	Male	0	2459993	40.00	911.60	73.20	56.52	13.22	39.00	0.00	0.00	0.00	250.71	0.00	0.00	478.95	0.00	0.00	1,224.00	0.00

WV STATE WH  
 MISC DEDUCTION -85.00  
 DUES -100.00  
 APPRENTICE FUND -67.44  
 WV PIPE TRADES -0.80  
 WV BUILDING TRADES -10.40  
 SAVINGS INV -319.80  
 UA ORGANIZING -4.00  
 MARKET RECOVERY -20.00  
 NET 688.16

103462 Single Male White 0 2459993 40.00 911.60 73.20 56.52 13.22 39.00 0.00 0.00 0.00 0.00 0.00 0.00 250.71 0.00 0.00 478.95 0.00 0.00 1,224.00 0.00

Name: Dillon E Pridle SSN: \*\*\*-\*\*-0920  
 1000 Engineering Blvd Morgantown WV 26501

Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union
465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters

Hours	Rate	Gross	Fringe	Net	Job	Union	State	Fed	Total
40.00	22.7900	911.60	0.00	911.60	0.00	0.00	0.00	0.00	911.60

Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union	Union
465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters	465152 - WV Plumbers and Pipefitters

**Payroll - Combined Certified WH-347 Report and Compliance Statement PE 2.14.23 - 7**



**Scalise**

Combined Certified Hours and Federal Statement of Compliance

Date: 02/16/23

Period Date: 02/14/2023 Year: 2023

**Ca/Job:** 485 5221259 NIMHS HVAC Upgrades  
**Address:** 1 N. Marion Drive  
 Farmington  
 WV  
 26571  
**State:** West Virginia  
**Zip Code:** 26571  
**Description:**

**Federal Employer Id:** 25-1334312  
**Work Comp Insurance Carrier:** Scalise Industries  
**Policy Number:** 55 Park Dr  
**Effective Date:** Lawrence  
**Expiration Date:** PA  
 15066

Employer Number	Employer Name	Rate	Federal Tax	State Tax	Social Security Tax	Medicare Tax	All States Tax	SUTA Tax	JBL	Work Comp	All Local Tax	Other Deductions	Fringes to Employee	Net Pay	State Fringes	Federal Fringes	Job Fringes
R	10.00	10.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00	41.0300	1641.20	1641.20				
D	00.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00	61.5450	0.00	0.00				
D	00.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00	82.0600	0.00	0.00				

WED	THU	FRI	SAT	SUN	MON	TUE	HOURS	RATE	GROSS
							040.00	41.0300	1641.20
								61.5450	0.00
								82.0600	0.00

**JOB TOTALS**

GROSS THIS JOB: 5,594.96  
 HOURS THIS JOB: 152.00  
 GROSS ALL CHECKS: 5,941.20  
 REIMBURSABLE ALL CHECKS: 0.00  
 FRINGES PAID TO EMPLOYEE: 0.00  
 ETC ALL CHECKS: 0.00  
 FEDERAL WH ALL CHECKS: 596.38  
 SOCIAL SECURITY ALL CHECKS: 388.35  
 MEDICARE ALL CHECKS: 86.15  
 STATE WH ALL CHECKS: 301.00  
 WORKERS COMP ALL CHECKS: 0.00  
 LOCAL WH ALL CHECKS: 1,625.14  
 OTHER DEDUCTIONS ALL CHECKS: 2,976.02  
 TOTAL DEDUCTIONS ALL CHECKS: 2,965.18  
 NET ALL CHECKS:

FRINGES PAID TO LOCAL UNION 465162  
 152.00 REG HRS @ 11.35 / HR = 1,725.20  
 152.00 REG HRS @ 9.10 / HR = 1,383.20  
 152.00 REG HRS @ 8.50 / HR = 1,292.00  
 152.00 REG HRS @ 0.96 / HR = 144.40  
 152.00 REG HRS @ 0.10 / HR = 15.20  
 152.00 REG HRS @ 0.10 / HR = 15.20  
 152.00 REG HRS @ 0.50 / HR = 76.00

GROSS 1641.20  
 FED WITHHOLDING 1,641.20  
 SOCIAL SECURITY WH -38.02  
 MEDICARE WH -23.90  
 WV STATE WH -85.00  
 DUES -57.44  
 APPRENTICE FUND -0.80  
 WV PIPE TRADES -10.40  
 WV BUILDING TRADES -8.00  
 SAVINGS JNY -319.60  
 UA ORGANIZING -4.00  
 MARKET RECOVERY -20.00  
 NET 972.38

GROSS 040.00  
 FED WITHHOLDING  
 SOCIAL SECURITY WH  
 MEDICARE WH  
 WV STATE WH  
 DUES  
 APPRENTICE FUND  
 WV PIPE TRADES  
 WV BUILDING TRADES  
 SAVINGS JNY  
 UA ORGANIZING  
 MARKET RECOVERY  
 NET

CHK/EFT: 2459583

# Payroll - Combined Certified WH-347 Report and Compliance Statement PE 2.14.23 - 7



## Scalise Combined Certified Hours and Federal Statement of Compliance

Date: 02/16/23

Period Date: 02/14/2023 Year: 2023

<b>Co/Job:</b> Address: 465 S221255 NIKKS HVAC Upgrades 1 N. Nelson Dr Farmington WV 26571	<b>Federal Employer Id:</b> Work Comp Insurance Carrier: Policy Number: Effective Date: Expiration Date:	26-1304312 Lawrence PA 15065	<b>Scalise Industries</b> 55 Park Dr
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Employee Number	Employee Name	Job Title	Rate	Hours	Wages	Federal Tax	State Tax	Local Tax	Medicare	Social Security	Retirement	Health Insurance	Dental Insurance	Vision Insurance	Life Insurance	Disability Insurance	Unemployment Insurance	Other Deductions	Net Pay	Job Title	Rate	Hours	Wages	Federal Tax	State Tax	Local Tax	Medicare	Social Security	Retirement	Health Insurance	Dental Insurance	Vision Insurance	Life Insurance	Disability Insurance	Unemployment Insurance	Other Deductions	Net Pay
TOTAL 4,961.20																																					

02 16 23



**Payroll - Combined Certified WH-347 Report and Compliance Statement PE 2.14.23 - 7**

**Scalise**

Combined Certified Hours and Federal Statement of Compliance

Date: 02/16/23

Period Date: 02/14/2023 Year: 2023

PROJECT: NMHS HVAC Upgrades

ADDRESS: 1 N. Marion Drive, Farmington, WV, 26571

1. MARIAH CARPENTER,  
(NAME OF SIGNATORY PARTY)

EXECUTIVE ASSISTANT  
(TITLE)

DO HEREBY STATE:

(1) THAT I PAY OR SUPERVISE THE PAYMENT OF THE PERSONS EMPLOYED BY SCALISE INDUSTRIES ON THE ABOVE DESCRIBED PROJECT; THAT DURING THE PAYROLL PERIOD COMMENCING ON THE 8TH DAY OF FEBRUARY 2023 AND ENDING ON THE 14TH DAY OF FEBRUARY 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 SCALISE INDUSTRIES 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 2 (29 CFR SUBTITLE A), ISSUED BY THE SECRETARY OF LABOR UNDER THE COPELAND ACT, AS AMENDED (48 STAT. 948, 83 STAT. 108, 72 STAT. 867, 76 STAT. 357; 40 U.S.C 3145), AND DESCRIBED BELOW:

FICA, FEDERAL WITHHOLDING, CITY OR STATE WITHHOLDING, DISABILITY, SAVINGS

(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 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

EXCEPTIONS (CRAFT) EXPLANATION

EXCEPTIONS (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE

Mariah Carpenter  
Executive Assistant

SIGNATURE

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

(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 EXISTS IN A STATE, ARE REGISTERED WITH THE BUREAU OF APPRENTICESHIP AND TRAINING, UNITED STATES DEPARTMENT OF LABOR.

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.



Rev. Dec. 2008

NAME OF CONTRACTOR  OR SUBCONTRACTOR

Scalise Industries Corporation dba EMCOR Services Scalise Industries

PAYROLL NO. 23

FOR WEEK ENDING 02/21/2023

PROJECT AND LOCATION  
North Marion High School HVAC Upgrades  
1 N. Marion Drive, Farmington, WV 26571

PROJECT OR CONTRACT NO.  
Thrasher Project No. T60-11005

OMB No.: 1235-0008  
Expires: 07/31/2024

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) SHOULD BE EXCLUDED FROM COLLECTION	(3) WORK CLASSIFICATION	(4) HOURS WORKED EACH DAY	(5) PAY PERIOD DATE							(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
				W	T	F	S	S	A	T			FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
See Attached				2	2	2	2	2	2	2							
				15													
				16													
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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 information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3146) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, gathering existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 2/23/23

I, Mark E. Malencia President  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by  
Scalise Industries Corporation dba EMCOR Services Scalise Industries on the  
(Contractor or Subcontractor)

North Marion High School HVAC Upgrades; that during the payroll period commencing on the  
(Building or Work)

15th day of February, 2023, and ending the 21st day of February, 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

Scalise Industries Corporation dba EMCOR Services Scalise Industries from the full  
(Contractor or Subcontractor)

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 C.F.R. Subpart 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 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 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

REMARKS:

NAME AND TITLE Mariah Carpenter, Payroll Specialist	SIGNATURE <i>Mariah Carpenter</i>
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	



Payroll - Combined Certified WH-347 Report and Compliance Statement PE 02.21.23 - 8

Scallise

Combined Certified Hours and Federal Statement of Compliance

Date: 02/23/23

Period Date: 02/21/2023 Year: 2023

Co-Job: 485 5221265 NMHS HVAC Upgrades  
Address: 1 N. Marlon Drive  
Federal Employer (id): 25-138432  
Work Comp Insurance Carrier:  
Policy Number:  
Effective Date:  
Expiration Date:

State: Farmington  
Zip Code: WV  
26571  
Lawrence  
PA  
15055

Employee: 103081  
Name: Erio P Sigley  
SSN: \*\*\*-\*\*-6832  
Race: White  
Sex: Male  
Marital Status: Single  
Employer: 0 2460000  
Total Hours: 40.00  
Total Gross: 1,747.20  
Total FICA: 271.93  
Total Social Security: 108.33  
Total Tax: 25.33  
Total State: 92.00  
Total Local: 0.00  
Total Federal: 0.00  
Total Unions: 0.00  
Total Other: 433.95  
Total Fringes: 0.00  
Total Net: 815.66  
Total Fringes: 0.00  
Total Union: 1,224.00  
Total Fringes: 0.00

Address: 56 Ruth St  
Grafton WV 26354  
Skills: FORE00  
Position: 485152 - WV Plumbers and Pipefitters

Table with columns: Date, Day, Hours, Rate, Gross, Deductions, Net. Includes weekly breakdown for 02/20 and 02/21.

Summary table for employee 103081 showing Gross (1400.96), Deductions (271.93), and Net (815.66).

Table for employee 103314 showing Gross (310.12), Deductions (0.00), and Net (310.12).

Summary table for employee 103314 showing Gross (310.12), Deductions (0.00), and Net (310.12).

Summary table for employee 103314 showing Gross (820.60), Deductions (82.28), and Net (615.66).



**Payroll - Combined Certified WH-347 Report and Compliance Statement PE 02.21.23 - 8**

**Scalise Combined Certified Hours and Federal Statement of Compliance**

Date: 02/23/23  
 Period Date: 02/21/2023 Year: 2023

Co/Job: 465 S221255 NIAHS HVAC Upgrades  
 Address: 1 N. Merion Drive  
 State: Farmington  
 Zip Code: WV 26571

Federal Employer Id: 25-1334312  
 Work Comp Insurance Carrier:  
 Policy Number:  
 Effective Date:  
 Expiration Date:

Scalise Industries  
 55 Point Dr  
 Lawrence  
 PA  
 15065

Employer Number	Employer Name	Rate	Federal Exempt	Federal Check	Total Hours	Total Gross Wages	Federal Tax	State Tax	Social Security Tax	Medicare Tax	All States Tax	Retire	Unempl	Disability	Life	Health	Other	State Calc	Fringes	Union	Job																																																																																										
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103462	Single Male	White	0	2460000	40.00	911.60	73.20	56.52	13.22	39.00	0.00	0.00	0.00	0.00	0.00	0.00	250.71	0.00	478.95	0.00	0.00	1,224.90	0.00																																																																																								
Name: Dillon E Pridle 1000 Engineering Blvd Morgantown WV 26501 SSN: ***-**-0920 Skills: APP02 Union: 465152 - WV Plumbers and Pipefitters PW Skills:																																																																																																															
<table border="1"> <thead> <tr> <th colspan="2">WV STATE WH</th> <th colspan="2">APP02</th> <th colspan="2">THIS JOB</th> </tr> <tr> <th>HOURS</th> <th>RATE</th> <th>GROSS</th> <th>HOURS</th> <th>RATE</th> <th>GROSS</th> </tr> </thead> <tbody> <tr> <td>04.00</td> <td>22.7900</td> <td>911.60</td> <td>04.00</td> <td>22.7900</td> <td>911.60</td> </tr> <tr> <td>00.00</td> <td>34.1850</td> <td>0.00</td> <td>00.00</td> <td>34.1850</td> <td>0.00</td> </tr> <tr> <td>00.00</td> <td>45.5800</td> <td>0.00</td> <td>00.00</td> <td>45.5800</td> <td>0.00</td> </tr> <tr> <td colspan="2">DUES</td> <td>04.00</td> <td colspan="2"></td> <td>911.60</td> </tr> <tr> <td colspan="2">MISC DEDUCTION</td> <td>-100.00</td> <td colspan="2"></td> <td>-100.00</td> </tr> <tr> <td colspan="2">DUES</td> <td>-28.72</td> <td colspan="2"></td> <td>-28.72</td> </tr> <tr> <td colspan="2">APPRENTICE FUND</td> <td>-0.40</td> <td colspan="2"></td> <td>-0.40</td> </tr> <tr> <td colspan="2">WV PIPE TRADES</td> <td>-3.20</td> <td colspan="2"></td> <td>-3.20</td> </tr> <tr> <td colspan="2">WV BUILDING TRADES</td> <td>-4.00</td> <td colspan="2"></td> <td>-4.00</td> </tr> <tr> <td colspan="2">SAVINGS JNY</td> <td>-169.80</td> <td colspan="2"></td> <td>-169.80</td> </tr> <tr> <td colspan="2">UA ORGANIZING</td> <td>-2.00</td> <td colspan="2"></td> <td>-2.00</td> </tr> <tr> <td colspan="2">MARKET RECOVERY</td> <td>-10.00</td> <td colspan="2"></td> <td>-10.00</td> </tr> <tr> <td colspan="2">NET</td> <td>352.42</td> <td colspan="2"></td> <td>352.42</td> </tr> </tbody> </table>																						WV STATE WH		APP02		THIS JOB		HOURS	RATE	GROSS	HOURS	RATE	GROSS	04.00	22.7900	911.60	04.00	22.7900	911.60	00.00	34.1850	0.00	00.00	34.1850	0.00	00.00	45.5800	0.00	00.00	45.5800	0.00	DUES		04.00			911.60	MISC DEDUCTION		-100.00			-100.00	DUES		-28.72			-28.72	APPRENTICE FUND		-0.40			-0.40	WV PIPE TRADES		-3.20			-3.20	WV BUILDING TRADES		-4.00			-4.00	SAVINGS JNY		-169.80			-169.80	UA ORGANIZING		-2.00			-2.00	MARKET RECOVERY		-10.00			-10.00	NET		352.42			352.42
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103511	Married Male	White	0	2460000	40.00	1,641.20	38.02	101.75	23.90	85.00	0.00	0.00	0.00	0.00	0.00	0.00	420.24	0.00	972.39	0.00	0.00	1,224.00	0.00																																																																																														
Name: Joshua D Sullivan 3653 Aurora Pike Terra Alta WV 26764 SSN: ***-**-1728 Skills: JOUR00 Union: 465152 - WV Plumbers and Pipefitters PW Skills:																																																																																																																					
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**Payroll - Combined Certified WH-347 Report and Compliance Statement PE 02.21.23 - 8**

**Scalise**

**Combined Certified Hours and Federal Statement of Compliance**

**Date: 02/23/23**

**Period Date: 02/21/2023 Year: 2023**



**Co/Job:** 486 S221265 NMHS HVAC Upgrades  
**Address:** 1 N. Marion Drive  
**State:** Ferrifington  
**Zip Code:** WY 26671  
**Description:**

**Federal Employer ID:** 25-1394312  
**Work Comp Insurance Carrier:**  
**Policy Number:**  
**Effective Date:**  
**Expiration Date:**

**Scalise Industries**  
**55 Park Dr**  
**Lanwanna**  
**PA**  
**15066**

Employee Number	Wanda's Gender	Social Security	Federal Tax	Social Security Tax	Medicare Tax	State Tax	FICA	Fringe	Union	Job	Gross Pay		Deductions		Net Pay		
											Net In	Net In	Net In	Net In	Net In	Net In	
R											1641.20	1641.20					
C											0.00	0.00					
O											0.00	0.00					
											<b>GROSS</b>	1641.20					
											<b>FED WITHHOLDING</b>	-38.02					
											<b>SOCIAL SECURITY WITH</b>	-101.76					
											<b>MEDICARE WITH</b>	-23.80					
											<b>WV STATE WITH</b>	-85.00					
											<b>DUES</b>	-57.44					
											<b>APPRENTICE FUND</b>	-0.80					
											<b>WV PIPE TRADES</b>	-10.40					
											<b>WV BUILDING TRADES</b>	-8.00					
											<b>SAVINGS JNY</b>	-319.60					
											<b>UA ORGANIZING</b>	-4.00					
											<b>MARKET RECOVERY</b>	-20.00					
											<b>NET</b>	972.39					

**JOB TOTALS**  
**GROSS THIS JOB:** 4,774.36  
**HOURS THIS JOB:** 132.00  
**GROSS ALL CHECKS:** 5,120.00  
**REIMBURSABLE ALL CHECKS:** 0.00  
**FRINGES PAID TO EMPLOYEE:** 0.00  
**ETC ALL CHECKS:** 0.00  
**FEDERAL WITH ALL CHECKS:** 446.43  
**SOCIAL SECURITY ALL CHECKS:** 317.48  
**MEDICARE ALL CHECKS:** 74.25  
**STATE WITH ALL CHECKS:** 249.00  
**WORKERS COMP ALL CHECKS:** 0.00  
**LOCAL WVR ALL CHECKS:** 0.00  
**OTHER DEDUCTIONS ALL CHECKS:** 1,415.02  
**TOTAL DEDUCTIONS ALL CHECKS:** 2,501.18  
**NET ALL CHECKS:** 2,618.42

**FRINGES PAID TO LOCAL UNION 486162**  
 132.00 REG HRS @ 11.35 / HR = 1,498.20  
 132.00 REG HRS @ 9.10 / HR = 1,201.20  
 132.00 REG HRS @ 8.50 / HR = 1,122.00  
 132.00 REG HRS @ 0.95 / HR = 125.40  
 132.00 REG HRS @ 0.10 / HR = 13.20  
 132.00 REG HRS @ 0.10 / HR = 13.20  
 132.00 REG HRS @ 0.50 / HR = 66.00

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**Payroll - Combined Certified WH-347 Report and Compliance Statement PE 02.21.23 - 8**

**Scalise**

**Combined Certified Hours and Federal Statement of Compliance**

**Date: 02/23/23**

**Period Date: 02/21/2023 Year: 2023**



**Co/Job:** 485 521255 NMHS HVAC Upgrades  
**Address:** 1 N. Mason Drive  
 Farmington  
 WV  
 26671  
**State:** West Virginia  
**Zip Code:** 26671  
**Description:**

**Federal Employer Id:** 25-1334312  
**Work Comp Insurance Carrier:** Sodise Industries  
 55 Park Dr  
 Lawrence  
 PA  
 15055

Employee Number	Plant Status	Race	Federal Exemptions	First Check or EFT	Total Hours	Total Gross Wages	Federal Tax	Social Security Tax	Medicare Tax	All States Tax	All States DBL	All States Work Comp	All State Tax	Deductions	Other Fringes to Employee	Union Fringes Net in Pay	State Calc Fringes Net in Pay	Proj Fringes Net in Pay	Job Fringes Net in Pay
<b>TOTAL</b>																			<b>4,039.20</b>

Payroll - Combined Certified WH-347 Report and Compliance Statement PE 02.21.23 - 8

Scalise

Combined Certified Hours and Federal Statement of Compliance

Date: 02/23/23

Period Date: 02/21/2023 Year: 2023



PROJECT: MHHS HVAC Upgrades

ADDRESS: 1 N. Marion Drive, Farmington, WV, 26571

I, MARIAM CARPENTER, EXECUTIVE ASSISTANT (TITLE)

(NAME OF SIGNATORY PARTY)

DO HEREBY STATE:

(1) THAT I PAY OR SUPERVISE THE PAYMENT OF THE PERSONS EMPLOYED BY SCALISE INDUSTRIES ON THE ABOVE DESCRIBED PROJECT; THAT DURING THE PAYROLL PERIOD COMMENCING ON THE 15TH DAY OF FEBRUARY 2023 AND ENDING ON THE 21TH DAY OF FEBRUARY 2023, ALL PERSONS EMPLOYED ON SAID PROJECT HAVE BEEN PAID THE FULL WEEKLY WAGES EARNED, THAT NO REBATE'S HAVE BEEN OR WILL BE MADE EITHER DIRECTLY OR INDIRECTLY TO OR ON BEHALF OF SAID SCALISE INDUSTRIES 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 2 (29 CFR SUBTITLE A), ISSUED BY THE SECRETARY OF LABOR UNDER THE COPELAND ACT, AS AMENDED (48 STAT. 948, 63 STAT. 106, 72 STAT. 867, 76 STAT. 357; 40 U.S.C 9146), AND DESCRIBED BELOW.

FICA, FEDERAL WITHHOLDING, CITY OR STATE WITHHOLDING, DISABILITY, SAVINGS

(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 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 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

Table with columns: EXCEPTIONS (CRAFT), EXPLANATION, REMARKS

I SIGNATURE: [Signature]

I NAME AND TITLE: Mariam Carpenter, Executive Assistant

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



February 1, 2023

Marion County Board of Education  
Dr. Donna Heston  
1516 Mary Lou Retton Drive  
Fairmont, WV 26554  
VIA E-mail: dheston@k12.wv.us

**RE:** East Fairmont Middle School  
Structural Evaluation, Marion County, West Virginia

Dear Dr. Heston

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

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

It is our understanding that the structure is exhibiting stress fractures within an interior wall in the cafeteria. TTG is proposing to sub-consult with Allegheny Design Services (ADS) to perform an onsite investigation of the structure and provide a conditions report to the BOE. Based upon the findings of this evaluation, TTG will provide a supplemental proposal for the design of the necessary repair.

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

##### **TASK 1: Structural Evaluation**

- » TTG will sub consult with ADS to perform an onsite field visit to visually inspect the current condition of the structure in the proposed repair area. TTG will provide ADS with any available original design plans and reports from the construction of the school. They will inspect the walls to determine the degree that they are out of plumb, observe the current connection between the roof, and the top of the wall. ADS will provide their evaluation of the cause of the damage as well as recommended repairs for the BOE.

#### **C. SCHEDULE:**

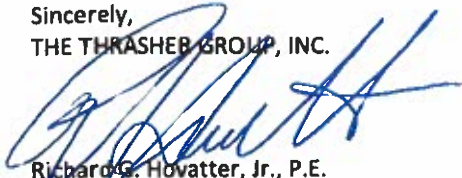
TTG proposes to perform the field evaluation of the structure the week within a week of receiving approval of this proposal. TTG will provide the BOE with the evaluation report and recommendations within 4 weeks of performing the site visit.

#### **D. PROPOSED FEES:**

Task 1: \$ 11,500 Lump Sum

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

Sincerely,  
THE THRASHER GROUP, INC.



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

**ACCEPTANCE:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the below signed and thereby accepts and agrees to this Proposal, and the Terms and Conditions attached hereto are incorporated herein by reference as if fully set forth herein, from The Thrasher Group, Inc. By signing below, you are creating a valid and binding contract between The Thrasher Group, Inc. and Marion County BOE. upon the terms and conditions of this Proposal and the Terms and Conditions attached hereto and made a part hereof.

By:

  
Signature

Donna Heston, Superintendent  
Name and Title

## TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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### **Hazardous Materials.**

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

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

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

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

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

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

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

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

#### USE OF DOCUMENTS:

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

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

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

**ELECTRONIC TRANSMITTALS:**

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

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



# Allegheny Design Services

*Consulting Engineers*

102 Leeway Street  
Morgantown, WV 26505  
Phone: (304)599-0771  
Fax: (304)212-2396  
E-Mail: [Dave@AlleghenyDesign.com](mailto:Dave@AlleghenyDesign.com)

February 22, 2023

Richard Hovatter, Jr., PE  
Senior Project Manager  
The Thrasher Group, Inc.  
600 White Oaks Blvd.  
Bridgeport, WV 26330

## **ENGINEERING INVESTIGATIVE REPORT**

RE: ADS Project No.: Thrasher 22-04S  
Mannington, Building Investigation

Dear Mr. Hovatter:

### **TASK:**

The purpose of this investigation is to make a structural evaluation of the front portion of the subject facility. The building consists of stone blocks which have settled and shifted over the last several decades.

### **INTRODUCTION:**

The building was built around 1902. The exterior consists of stone foundation and entry pedestals with multi-wythe brick up to the roof line. The front entry consists of brick arches. Over the entry portico there is a flat roof at around 17 feet above ground. The perimeter of this roof is bounded by a four-foot-high parapet. The parapet is covered with a stone capstone.

The front entry consists of stone slab floors with reinforced concrete steps, likely not original construction. The basement and first floor window openings are supported with stone lintels and the second-floor openings are supported by brick arches.

There is no existing documentation for the existing building. It is assumed that the walls bear on shallow foundations or bear on natural stone foundations. All results and opinions will be based on direct observation and analysis.

### **OBSERVATIONS:**

### **GEOTECHNICAL INVESTIGATION**

Several test borings were made by NGE to determine the composition of the underlying soils. Their findings are summarized in the report dated November 2022. Sandy clay extend to a depth of approximately eleven feet. Under the clay is about five feet of sand. It is estimated that the basement walls bear in the clay layer. The foundations for the front portico bear in the shallower sandy clay material.

### **EXTERIOR**

Areas of damage include the following:

1. There is noticeable settlement in many areas of the front portico. The straight-laid brickwork over the front arches has noticeably sagged. This indicates that the outside arches are spreading and sagging. The center arch appears stable.
2. Areas of loose and missing brick. Some brick has fallen out and presents a safety risk.
3. Loose and missing mortar joints. Settlement has caused the mortar to loosen.
4. Gaps opened between stonework and brickwork. Settlement has widened the joints
5. Front entry floor slab has settled. Ground subsidence has occurred.
6. Roof parapet has settled and shifted thus opening up joints. Water entry into the joints has allowed freeze-thaw action on the joints.
7. Wood ceiling under portico is rotted in sections. Leaks from the roof has rotted these areas.
8. Roof and drainage systems need redesigned and replaced. This is the source of the water damage to the front. The downspouts empty onto the ground thus saturating the ground and facilitating subsidence.
9. Some stone lintels over the basement windows are broken. Wear and tear over 100 years has allowed freeze-thaw weakening of the stone.
10. Entire portico needs repointed and cleaned.

### **ANALYSIS:**

Two preliminary investigations were conducted prior to this report. One would be the geotechnical report previously mentioned. The second was a point cloud survey. It is essentially a huge collection of tiny individual points plotted in 3D space. It's made up of a multitude of

points captured using a 3D laser scanner. Distortion patterns in the masonry can then be detected. The results of the scan have verified that the front portico structure has settled in relationship to the rest of the building. The rest of the building has a basement that bears in the ground at a greater depth. The portico bears at a relative shallower depth possibly leading to the settlement problem.

Upon reviewing the results of these investigations, the following opinion is arrived at.

1. The settlement of the front portico has ceased. Since the building is over 100 years old it is likely that the settlement occurred in the first few decades.
2. Continuous introduction of water from the downspouts has likely washed-out additional subsoils leading to more settlement.
3. The settlement of the structure has weakened the mortar joints between the bricks and stonework allowing water entry and subsequent freeze-thaw action. This led to the mortar joints falling out and eventually dislocation of bricks.
4. Leaking roof has allowed water to rot out the exterior wood ceilings and more water in the upper levels of masonry work.
5. The front stone floor slabs at the entry have also settled and will need to be reset.
6. The settlement of the brick over the two end arches indicates spreading of the base of the arch and lowering of the top of the arch. These two end arches have less resistance to the horizontal outward thrust at the base of the arches. The center arch has stronger resistance due to the presence of the two end arches.
7. The front steps are reinforced concrete and has exposed, rusted rebar due to salt deicers.
8. The downspouts from the roof will need to be tied in with a storm water system away from the building.

### **RECOMMENDATIONS:**

It is my opinion that the settlement of the structure has ceased. Therefore, the repairs should address patching, repointing, and cleaning of the masonry work. The distortion of the brick arches indicates horizontal movement of the bases of those arches. Moving the masonry back into the original position is not practical or economically feasible. By "locking in" the current positions with repointing, this will strengthen the bonds between the bricks and stone work.

Overall issues that should be addressed are as follows:

1. Repoint all masonry joints.

Commonly known as tuckpointing, "repointing" is the preferred term used to describe the process of cutting out deteriorated mortar joints in a masonry wall and filling in those joints with fresh mortar. The goals of a repointing job should be to remove and replace mortar in a way that will maintain the structural

- properties of the wall, improve the appearance of the wall, and form weathertight joints.
2. Install caulking with backer bars in wider joints in the stonework. This will remain flexible thus allowing small movements due to temperature changes.
  3. Reset all loose brick, replace any missing brick with matching brick or switch with brick in other less conspicuous areas.
  4. Replace broken stone lintels over basement and first floor windows.
  5. Replace roof over portico
  6. Redirect downspouts from roof.
  7. Remove front entry slab stones, level subbase, and reset. Seal all joints.
  8. Replace wood ceiling and wood trim under portico.
  9. Clean entire exterior of entry portico.

This document shall be used to acquire bids for the repair work. It is recommended that an Architect prepare the bidding documents. At this point I estimate the cost to do the work is in the \$350,000 to \$500,000 range.

### **CONCLUSIONS:**

Conclusions offered in this report are based upon observations and information available, known, and declared at the date and time of our investigation and/or at the time of preparation of this report. In the event that any additional information, fact or evidence is revealed after this report is issued, we reserve the right to revise our conclusions. This report is furnished as a privileged and confidential document to the addressee. Release to any other company, concern or individual is solely the responsibility of the addressee.

This concludes our investigation and reporting of the subject assignment. If there are any questions, please give me a call.

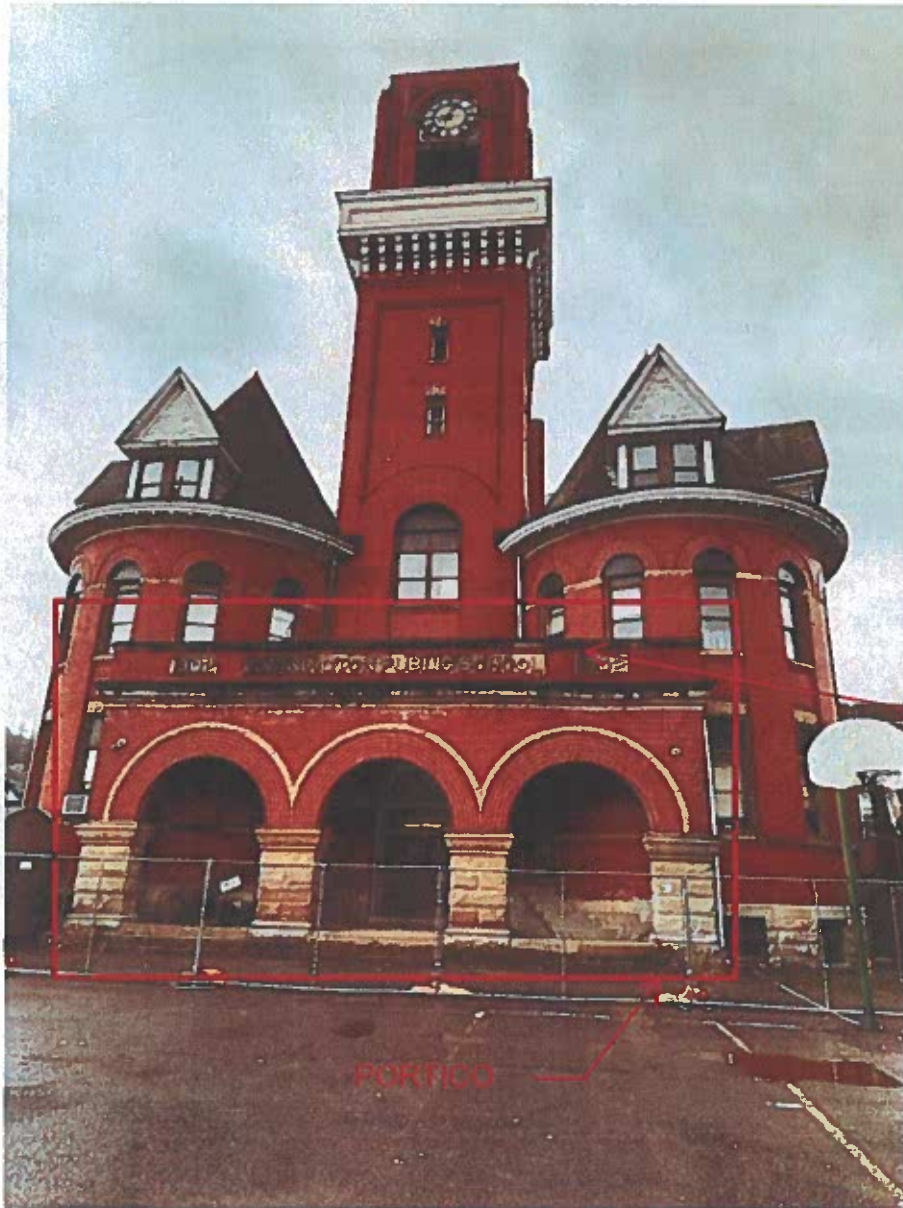
Sincerely,



David R. Simpson, P.E.,  
President







CLEAN AND  
REPOINT ALL  
EXPOSED  
SURFACES

PORTICO

EXHIBIT #1

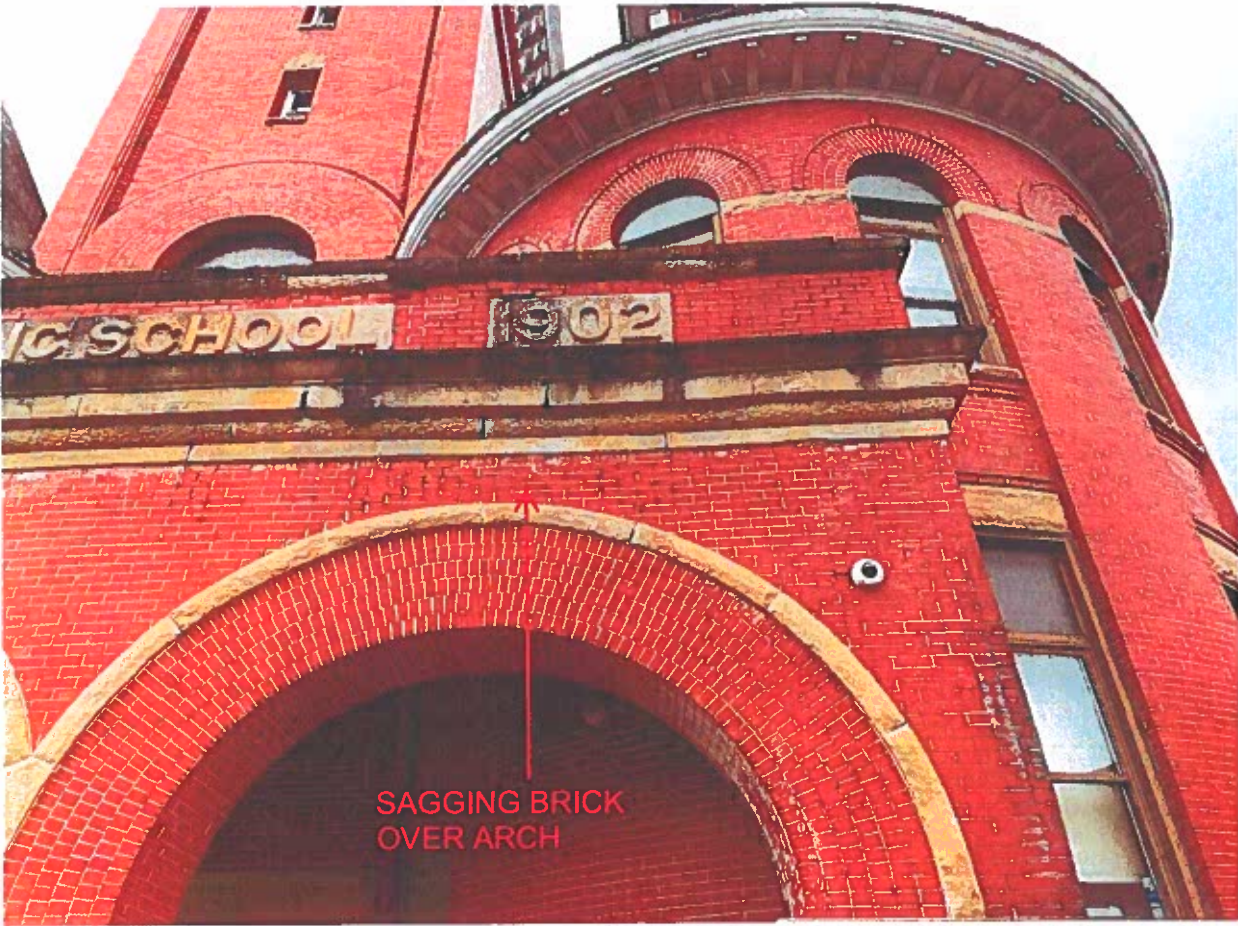


EXHIBIT #2

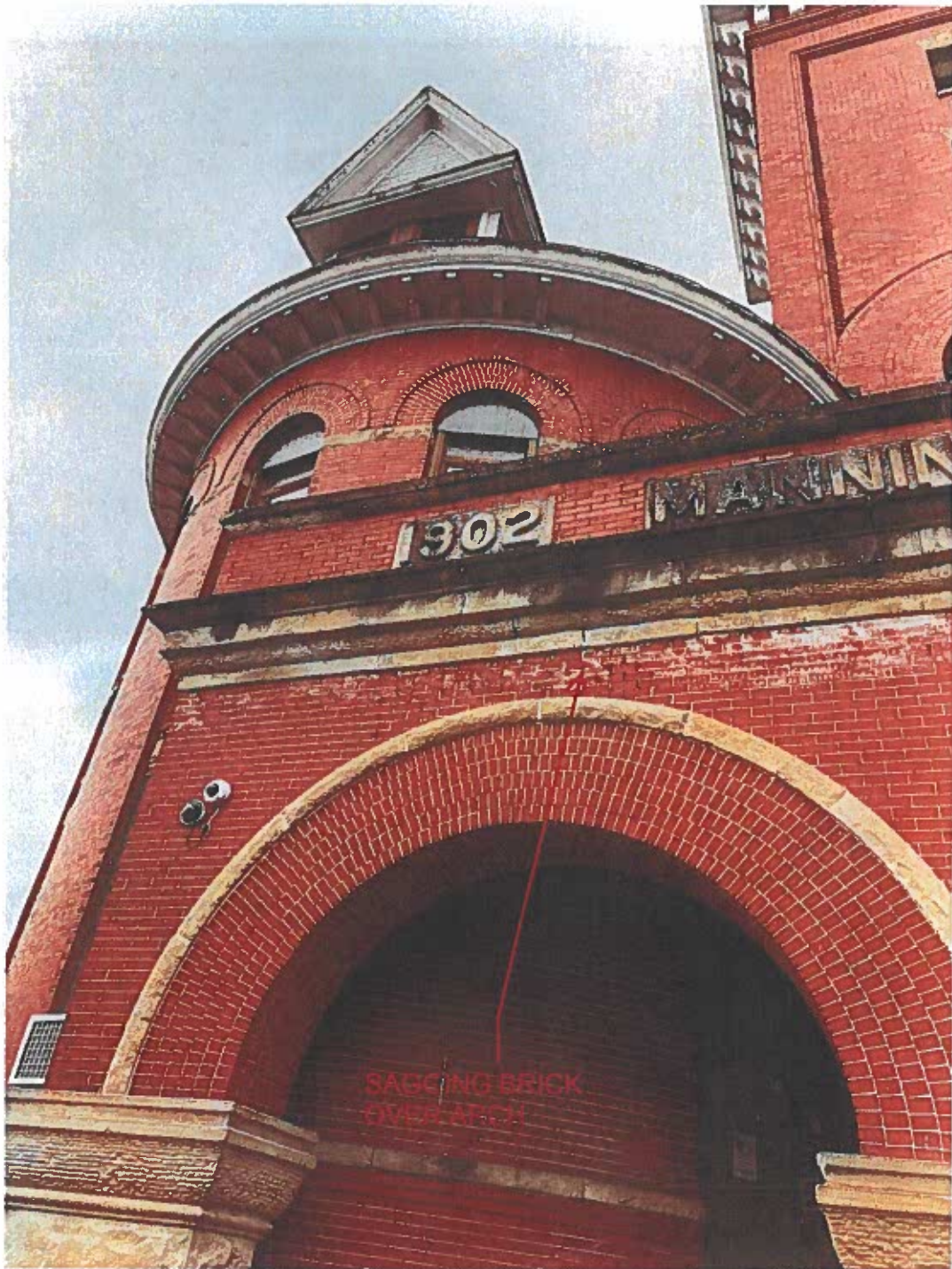


EXHIBIT #3

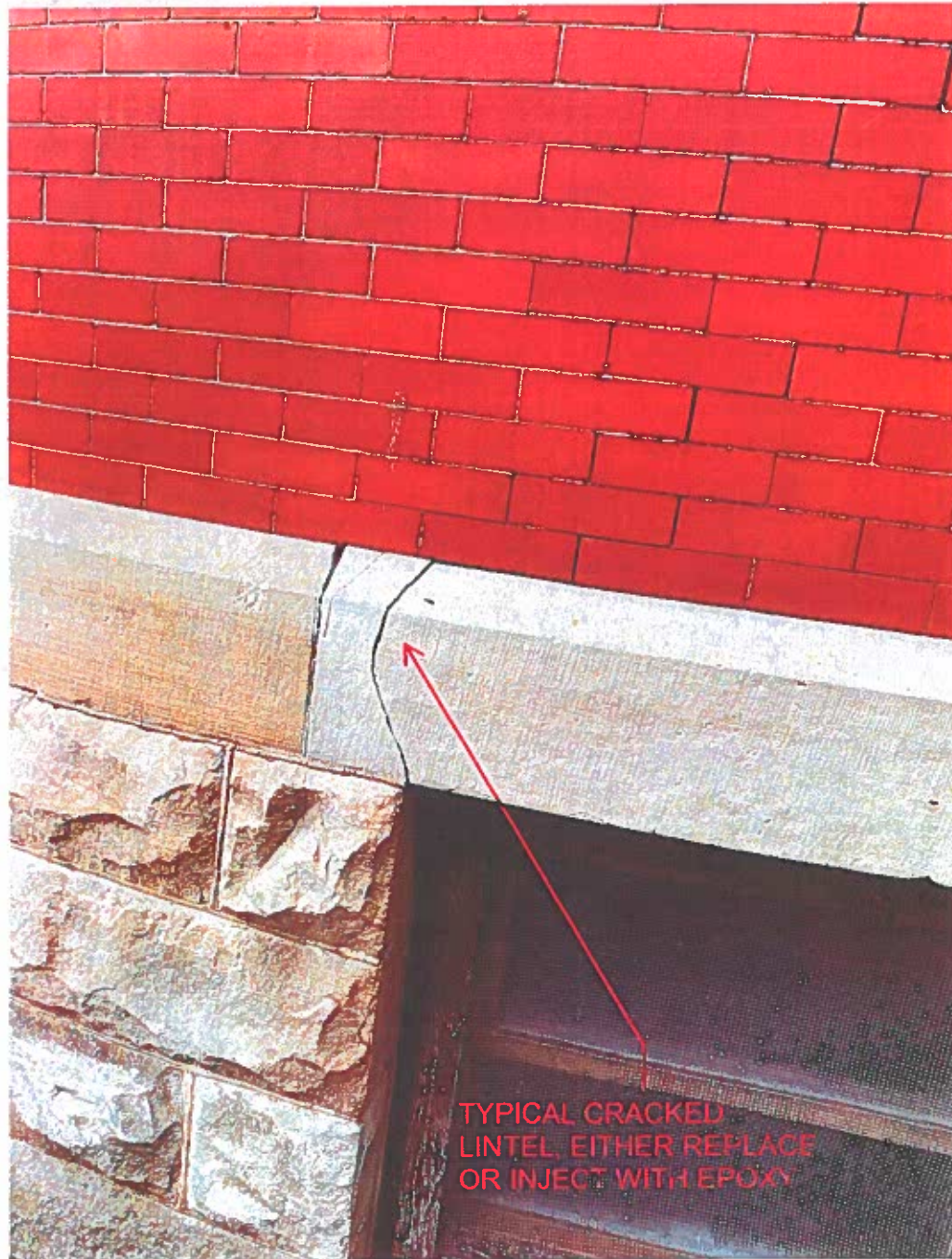


EXHIBIT #4

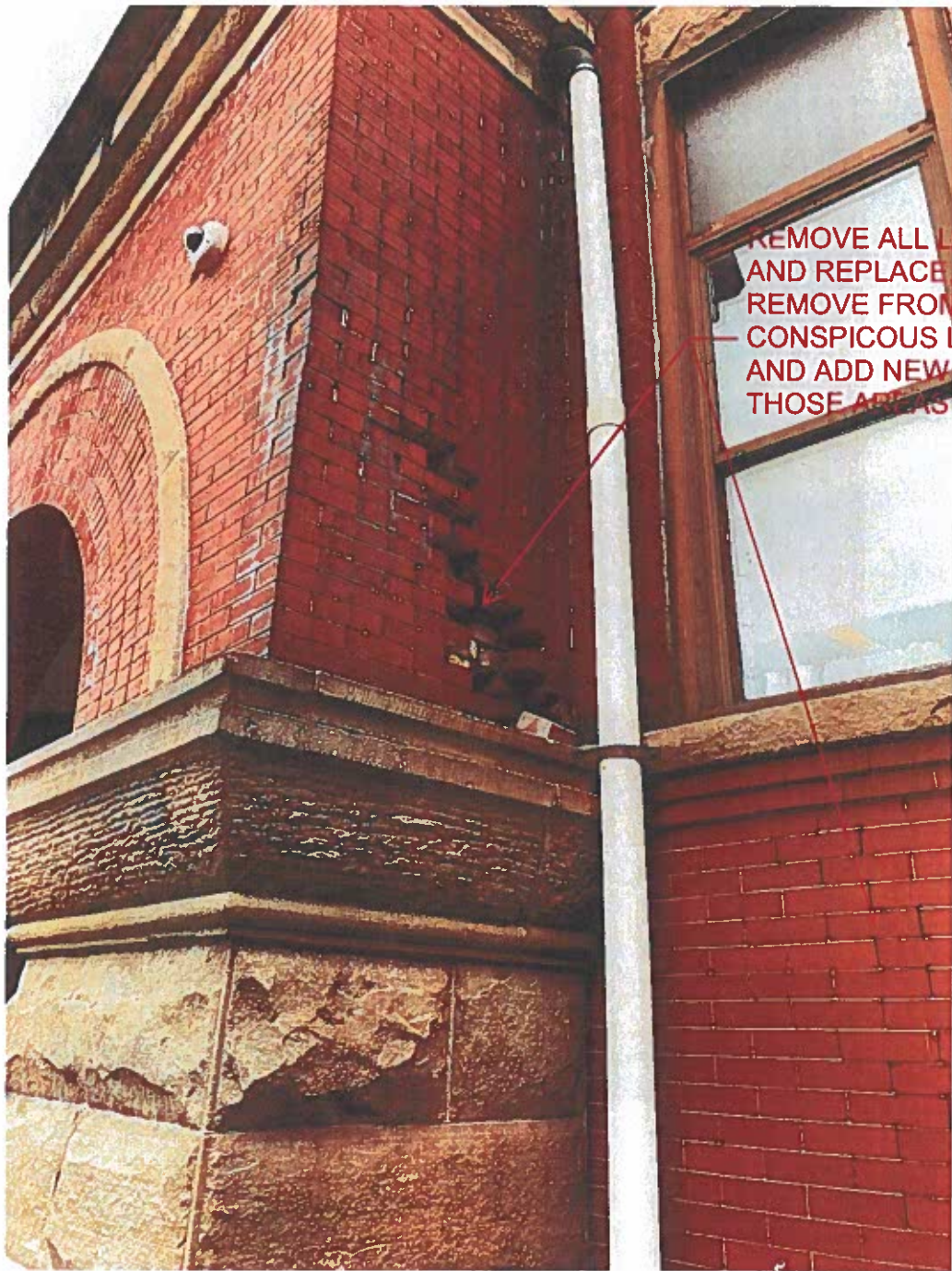


EXHIBIT #5

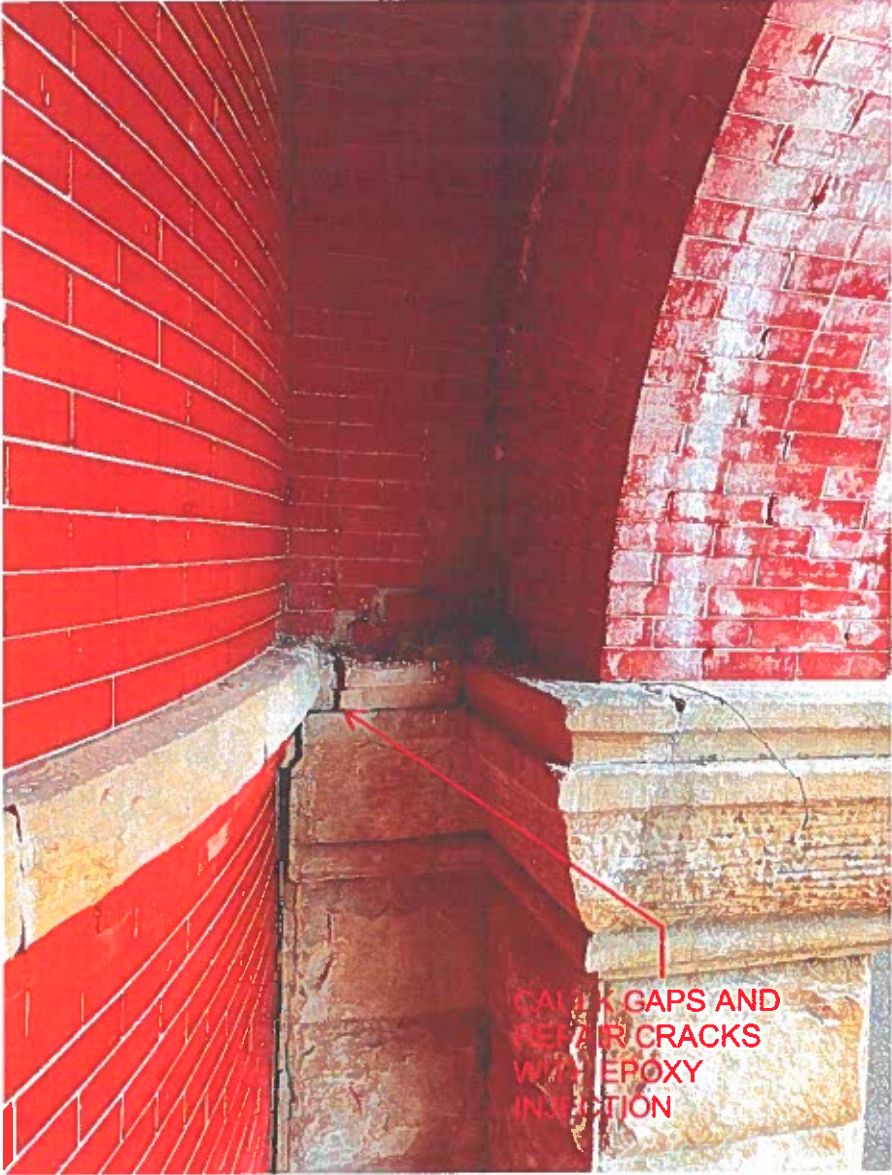


EXHIBIT #6



EXHIBIT #7



EXHIBIT #8





EXHIBIT #9

TYPICAL RESET  
BRICK AND  
REPOINT



EXHIBIT #10

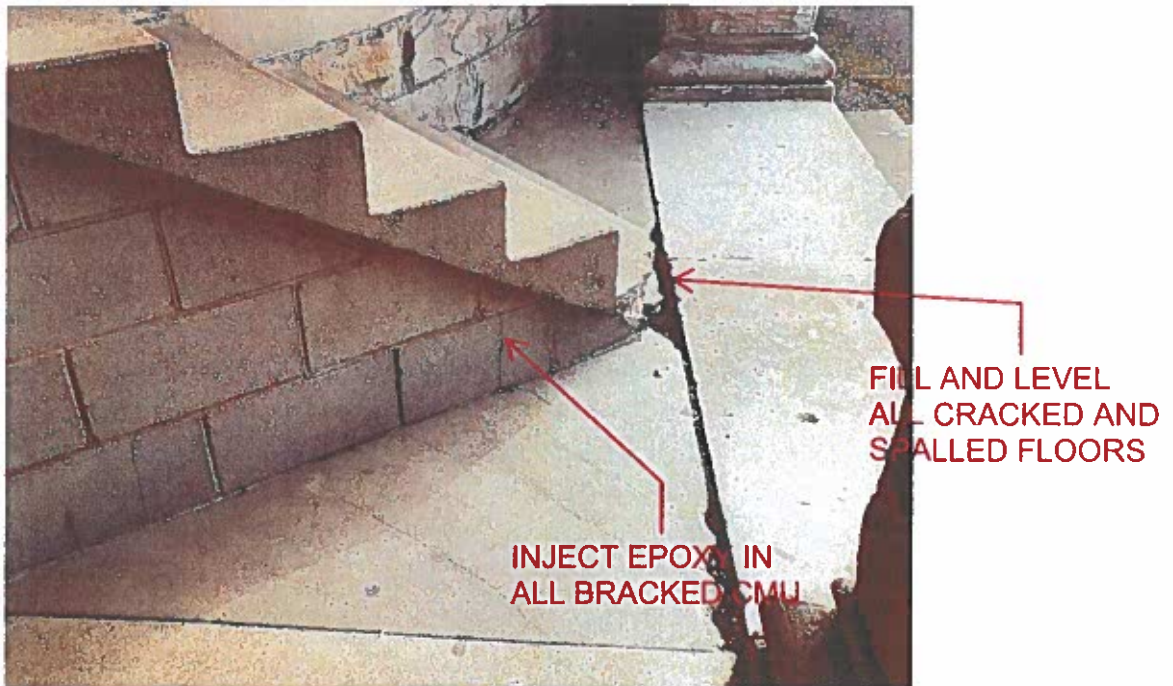


EXHIBIT #11



EXHIBIT #12



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

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

March 7, 2023  
 Project No: T30-11103.00  
 Invoice No: 1027171

			<b>Invoice Total</b>	<b>\$8,500.00</b>	
<b>Project</b>	T30-11103.00	Mannington Middle School			
<b>Fee</b>					
<b>Billing Phase</b>	<b>Fee</b>	<b>Percent Complete</b>	<b>Earned</b>	<b>Previous Fee Billing</b>	<b>Current Fee Billing</b>
Task 1	7,000.00	50.00	3,500.00	3,500.00	0.00
Task 2	14,000.00	100.00	14,000.00	14,000.00	0.00
Task 3	8,500.00	100.00	8,500.00	0.00	8,500.00
<b>Total Fee</b>	<b>29,500.00</b>		<b>26,000.00</b>	<b>17,500.00</b>	<b>8,500.00</b>
	<b>Total Fee</b>				<b>8,500.00</b>
			<b>Total this Invoice</b>	<b><u>\$8,500.00</u></b>	

Project Manager RICHARD HOVATTER



**STUDENT AFFILIATION AGREEMENT**

**THIS STUDENT AFFILIATION AGREEMENT (“Agreement”), by and between the WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS on behalf of WEST VIRGINIA UNIVERSITY and its SCHOOL OF MEDICINE, DEPARTMENT OF HUMAN PERFORMANCE AND APPLIED EXERCISE SCIENCE (“WVUSM”), and MARION COUNTY SCHOOLS (“Affiliate”).**

**WITNESSETH:**

**WHEREAS, the West Virginia University Board of Governors governs West Virginia University and its School of Medicine; and**

**WHEREAS, WVUSM is currently conducting educational programs in the Divisions of Exercise Physiology, Occupational Therapy, and Physical Therapy and desires to obtain clinical education or fieldwork for the students enrolled in such educational programs; and**

**WHEREAS, the object and purposes of this Agreement are in furtherance of WVUSM’s mission; and**

**WHEREAS, Affiliate desires to provide clinical education or fieldwork for the students of WVUSM in order to further educational activities within the service to promote continued improvement of patient care; and**

**WHEREAS, the parties share the mutual goal of optimum patient care and allied health education.**

**NOW, THEREFORE, in consideration of the premises and the covenants and conditions herein contained, WVUSM and Affiliate do hereby agree as follows:**

## **1. RESPONSIBILITIES OF WVUSM.**

1.1. Each WVUSM student will be supervised by a licensed or registered clinician or fieldwork person as follows:

Exercise Physiology	Exercise Physiologist with a Master's or PhD Degree
Occupational Therapy	Level I – OT Practitioner or Qualified Personnel
	Level II – Occupational Therapist
	Capstone - OT Practitioner or Qualified Personnel
Physical Therapy	Physical Therapist

Supervision shall be interpreted to mean that a responsible clinician or fieldwork person is on the premises with the students. The supervision of Occupational Therapy and Physical Therapy students will be in accordance with the state licensure law in which the student is completing the fieldwork experience. The supervising clinician or fieldwork person may arrange for the student to observe or assist another qualified health professional acceptable to WVUSM, but at no time will the student be allowed patient contact when a supervising clinician or fieldwork person is not on the premises, nor will the student be used in lieu of professional or non-professional staff.

1.2. WVUSM agrees to withdraw from Affiliate any student whose performance, behavior, or health is deemed by Affiliate to be detrimental to patients or staff or when student fails to abide by the policies and procedures established by Affiliate. Also, WVUSM and Affiliate agree to enter into early intervention and mediation if the student does not behave in a manner consistent with the policies, procedures and convention established by the profession, Affiliate, and WVUSM.

1.3. WVUSM agrees that, on certification of eligibility by the coordinator of clinical education or fieldwork of WVUSM, the clinical instructor(s) or fieldwork coordinator(s) of Affiliate's Exercise Physiology, Occupational Therapy or Physical Therapy service shall be entitled to use the library facilities of the educational program in Exercise Physiology,



Occupational Therapy or Physical Therapy and of the School of Medicine of the University, and to attend classes in the educational program in Exercise Physiology, Occupational Therapy or Physical Therapy at WVUSM with permission of the class instructor, and attend continuing education seminars for clinical educators and fieldwork instructors.

1.4. WVUSM shall advise the student(s) participating in the clinical rotations at Affiliate that they are responsible for complying with the applicable rules and regulations of Affiliate and shall provide to each student health, safety, and any other policy information provided by Affiliate to WVUSM.

1.5. WVUSM shall establish and maintain ongoing communications about the clinical experience with the program supervisor of Affiliate and other designated Affiliate personnel, including, but not limited to, a description of the curriculum, policies, faculty, and major changes to the information provided pursuant to Section 1.4 hereof. On-site visits may be arranged when feasible.

1.6. In accordance with applicable laws, regulations, and West Virginia University policy, WVUSM shall immediately notify Affiliate about any physical, mental, or emotional problem, including chemical dependency, which would serve to impair a student's performance and/or represent a threat to the health and safety of patients or Affiliate employees or physicians, in the event WVUSM becomes aware of such a problem. Also, WVUSM shall immediately notify Affiliate of any action taken because of substandard academic or clinical performance of any student when that substandard performance could have an adverse impact on patient care at Affiliate. In the event WVUSM cannot legally share such information, it shall immediately withdraw its student from Affiliate if such information could impair a student's performance and/or represent a threat to the health and safety of patients or Affiliate employees or physicians.

## **2. RESPONSIBILITIES OF AFFILIATE.**

2.1. Affiliate will assign the responsibility for the coordination of clinical education or fieldwork for the students of WVUSM to a licensed or registered clinical instructor or fieldworker that meets the criteria for the specific service to be provided (Exercise Physiology, Occupational Therapy, Physical Therapy) as outlined in section 1.1. The license(s) of the clinical instructor or fieldworker should cover all jurisdictions where students will be supervised. This individual, and any other clinical instructor or fieldworker responsible for the supervision and final evaluation of the WVUSM student, if acceptable to WVUSM, may be appointed by WVUSM to its faculty with the title of Clinical Instructor or Fieldworker of Exercise Physiology, Occupational Therapy, Physical Therapy, with all rights and privileges accorded by WVUSM to its other clinical faculty.

2.2. Affiliate will provide clinical education or fieldwork for students enrolled in the educational program in Exercise Physiology, Occupational Therapy or Physical Therapy of WVUSM. The number and level of students, their program of education within Affiliate, and the scheduling of their assignments to Affiliate shall be determined by mutual agreement between the coordinator of clinical education or fieldwork coordinator for the WVUSM Division of Exercise Physiology, Occupational Therapy or Physical Therapy and the clinical education coordinator and fieldwork coordinator of Exercise Physiology, Occupational Therapy or Physical Therapy of Affiliate.

2.3. Affiliate will provide the students with the rules, regulations and procedures of Affiliate and of the Exercise Physiology, Occupational Therapy or Physical Therapy service, patient care and other learning experiences, and access, as available, to parking, locker, cafeteria, and library facilities. This information will be sent prior to a clinical rotation or fieldwork placement.

2.4. In the event a student suffers an injury or experiences a health threatening exposure while on Affiliate's premises, Affiliate will provide emergency care including the administering of acute antiviral therapies or referral therefore as recommended by protocols adopted by the Centers for Disease Control and Prevention. Such care will be at the student's expense.

2.5. Affiliate shall notify WVUSM of any reported complaints about mistreatment of students in writing, upon occurrence. Affiliate shall provide mechanisms for reporting complaints that ensure that the complaints may be documented and investigated without fear of retaliation. In addition, Affiliate shall notify WVUSM immediately upon initiation of any investigation of a complaint related to a WVUSM medical student.

2.6. Affiliate agrees to provide clinical experience which meets the standards of the Program, the CAPTE, the ACOTE, recognized professional associations, and governmental or state agencies, as applicable.

2.7. Affiliate shall comply with all applicable laws, regulations, CAPTE requirements, and ACOTE requirements, as applicable, and shall notify WVUSM within five (5) days of receipt of notice that Affiliate is not in compliance with any such laws, regulations, or requirements.

### **3. MUTUAL RESPONSIBILITIES.**

3.1. Clinical and fieldwork education will include the supervision and instruction, as needed, of students in appropriate assessment, program planning, and treatment procedures for patients with a variety of disabilities, the prevention of disability, and other activities, as available, such as participation in ward rounds, staff meetings, in-service educational programs, special lectures, clinics, and similar activities, at the discretion of the primary clinical supervisor. The WVUSM agrees to inform Affiliate of the preparation that the students have received at

WVUSM. Affiliate agrees to evaluate each student's level of performance in Affiliate using criteria and forms provided by WVUSM.

3.2. The students will be assigned to Affiliate solely for the purpose of obtaining clinical education or fieldwork in Exercise Physiology, Occupational Therapy or Physical Therapy and will not be employees of Affiliate for purposes of compensation or for any other purposes or benefits having to do with an employment status. Since the students will not be employees of Affiliate, Affiliate will not be responsible for providing them with Social Security, unemployment compensation, or workers' compensation coverage while they are assigned as students to Affiliate's Exercise Physiology, Occupational Therapy or Physical Therapy service.

4. **TERM.** Unless terminated sooner as hereinafter provided, this Agreement shall be effective July 1, 2023, through June 30, 2024 [a one (1) year term], and may be renewed upon mutual written agreement of the parties.

5. **TERMINATION.**

5.1. Either party may terminate this Agreement for any reason upon ninety (90) days prior written notice. Any student already at Affiliate at the time of the termination of this Agreement will be allowed to complete the rotation at Affiliate in accordance with the terms of this Agreement.

5.2. Any party may terminate this Agreement for just cause. For purposes of this Agreement, just cause shall mean the failure of any party to comply with the material terms of this Agreement after notice by certified mail, return receipt requested, and a reasonable opportunity of not less than sixty (60) days to cure such breach.

6. **NO FEDERAL EXCLUSION.** Each party represents that to its knowledge neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the affiliation under this Agreement, have been excluded from participation

in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offence defined in 42 U.S.C. Section 1320a-7, and that to its knowledge it, its employees, and independent contractors are not otherwise ineligible for participation in federal health care programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal action) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

7. **NOTICES.** Any written notice required by this Agreement shall be sent by certified mail, return receipt requested, to the address given below or to such later address as may be specified in writing. Any prior written notice periods required by this Agreement shall be deemed to be effective if sent in accordance with this notice provision.

If to WVUSM:           Chancellor and Executive Dean of WVU Health Sciences  
                                  West Virginia University  
                                  Robert C. Byrd Health Sciences Center  
                                  P.O. Box 9000  
                                  Morgantown, WV 26506-9000

If to Affiliate:           Superintendent  
                                  Marion County Schools  
                                  1516 Mary Lou Retton Drive  
                                  Fairmont, WV 26554

8. **NON-DISCRIMINATION.** Each party hereby warrants that it is, and shall continue to be, in compliance with the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 as well as the applicable Federal, State, and local statutes, rules and regulations. No person shall, on account of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression, be unlawfully excluded

from participation in any programs sponsored by either of the parties to this Agreement.

**9. LIABILITY INSURANCE.** Professional and general liability coverage provided by the State of West Virginia will apply to students assigned under this agreement while they are acting within the scope of their approved assignment. The amount of coverage is One Million Dollars (\$1,000,000.00) per occurrence with no aggregate limit. Also, the students in the Occupational and Physical Therapy programs are covered under additional liability insurance for malpractice. WVUSM shall provide Affiliate with a copy of the Certificate of Insurance upon request.

**10. LIABILITY.** Each party agrees that it shall be responsible for all demands, claims, damages to persons and/or property, losses or liabilities, including reasonable attorney fees arising out of or caused by the party's negligence or intentional misconduct, if assessed by a court of competent jurisdiction to be the responsibility of that party.

**11. SEVERABILITY.** If any portion of this Agreement shall for any reason be invalid, illegal, unenforceable, or otherwise inoperative, the valid and enforceable provisions will continue to be given effect and to bind the parties.

**12. APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia, without regard to its conflicts of law provisions.

**13. USE OF NAME.** Neither party shall use the name or logo of the other party or its trade, assumed, or true names in any advertising, promotional, or other materials in any form of media without the prior written consent of that party. Requests to use WVUSM's name or logo should be sent to the Director of Brand and Trademark Licensing at [trademarklicensing@mail.wvu.edu](mailto:trademarklicensing@mail.wvu.edu).

**14. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the

parties as to this subject matter and supersedes any previous oral or written negotiations and/or agreement.

**15. HIPAA.** WVUSM states that it has trained or caused to be trained all individuals provided pursuant to the terms of this Agreement in the regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and its implementing regulations. In the event that Affiliate becomes aware of any breach of privacy by any student assigned to Affiliate, Affiliate will immediately notify WVUSM of such breach.

**16. COUNTERPARTS AND SIGNATURES.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but which together shall constitute one (1) and the same instrument. Facsimile or scanned images of signatures upon this Agreement shall be binding on the party so signing as if an original signature and shall have the full force and effect thereof.

**17. ASSIGNMENT.** This Agreement may not be assigned by either party without the written consent of the other party hereto; provided, that WVUSM may assign this Agreement to a successor board, agency or commission of the State of West Virginia by giving written notice to Affiliate.

**18. MODIFICATIONS AND AMENDMENTS.** This Agreement may be modified at any time upon mutual consent in writing of the parties signed by both the parties hereto. Any change must be made in writing to the other party and must be accepted in writing before it will be given effect.

**19. IMMUNIZATIONS AND TRAININGS.** WVUSM will assure and certify to Affiliate that the student has all necessary inoculations and vaccinations (Polio, Tetanus, MMR, Varicella, Hep B, PPD, CPR), required to provide direct patient care in the discipline for which

the student is being educated and trained. Also, the students will be trained in OSHA and HIPAA procedures and regulations, prior to doing any clinical work. No student will be allowed to provide direct patient care until these requirements are met.

**20. BACKGROUND CHECKS.** If required by Affiliate, the student will agree to being fingerprinted and have a background check completed. The procedure and results must be completed prior to the student starting their clinical rotation. The results will only be released to Affiliate, with student permission.

**21. FERPA.** Affiliate acknowledges that many students' education records are protected by the Family Educational Rights and Privacy Act ("FERPA" 34 CFR § 99.33(a)(2)) and that, in most instances, student permission must be obtained before releasing specific student data to anyone other than WVUSM. To the extent that Affiliate receives from WVUSM personally identifiable information from educational records as defined in FERPA, Affiliate agrees to abide by the limitation on re-disclosure set forth in FERPA, which states that the officers, employees, and agents of a party that receives education record information from WVUSM may use the information, but only for the purposes for which the disclosure was made. WVUSM agrees to provide guidance to Affiliate with respect to complying with FERPA.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURES TO FOLLOW ON NEXT PAGE.]**



**IN WITNESS WHEREOF**, the authorized parties have hereunto set their hands and seals on the date first written above.

**WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS**  
on behalf of **WEST VIRGINIA UNIVERSITY**,  
E. Gordon Gee, J.D., Ed.D., President, by

\_\_\_\_\_  
Clay B. Marsh, M.D.  
Chancellor and Executive Dean of WVU Health Sciences

\_\_\_\_\_  
Date

**MARION COUNTY SCHOOLS**

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

\_\_\_\_\_  
Date



**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

*C. Norman  
3/6/2023  
Thank you.*

March 6, 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 request consists of 10 Meraki/Cisco **MV22** 4 Megapixel HD Cameras – Indoor cameras to replace older malfunctioning security cameras.

This request consists of 10 Meraki/Cisco **MV72** 4 Megapixel HD Cameras – **Outdoor cameras** to replace older malfunctioning security cameras.

- 1) **Funding:** Marion County Schools Technology Department
- 2) **Product:** Meraki/Cisco MV22 and Meraki MV72 Cameras
- 3) **Amount:** \$25,366.60
- 4) **Additional Bids:**

**Alpha Technologies has been the provider and coordinated installation for the previous purchase of 700 plus Meraki Security Cameras and currently has a footprint with the operation and installation of the product.**

35-2403

alpha  
TECHNOLOGIES



Marion County Schools

**We have prepared a quote for you**

Meraki MX22 and MX72


Quote #1006486

Version 1


 304-201-7485

 [www.alpha-tech.us](http://www.alpha-tech.us)

## Hardware

Description	Price	Qty	Ext. Price
<p><b>MV22X-HW</b> <b>Cisco MV22 4 Megapixel HD Network Camera - Dome - 98.43 ft - H.264 - 2688 x 1520 - 3 mm- 9 mm Varifocal Lens - 3x Optical - CMOS - Junction Box Mount, Wall Mount, Pole Mount</b></p>  <p><b>GSA Advantage Contract Information</b></p> <ul style="list-style-type: none"> <li>● <b>Manufacturer:</b> Cisco</li> <li>● <b>Contract No.:</b> 47Q7CA21D008D (ends: Jun 21, 2026)</li> <li>● <b>MAS Schedule/SIN:</b> MAS/33411</li> <li>● <b>Price:</b> \$1,396.03/ea</li> </ul> <p><b>NOTE:</b> Per Policy 8200 within the <a href="#">WVDE - Purchasing Policies &amp; Procedures Manual for Local Educational Agencies</a></p> <p>WVDE - Purchasing Policies &amp; Procedures Manual for Local Educational Agencies</p> <p><b>Section 8: Alternative Procurement Procedures;</b></p> <p><b>8.1 --&gt; 8.1.5</b> "The LEA may purchase equipment &amp; other commodities or services directly from a vendor without competitive bidding, if any of the following conditions exist: The item is available from a General Services Administration (GSA) Schedule and the supplier is willing to sell to an LEA in the state at the same or lower price."</p> <p>Alpha Technologies is willing to provide equal to, or better, pricing for this item.</p>	\$869.12	10	\$8,691.20

Hardware

Description	Price	Qty	Ext. Price
 <p><b>MV72X-HW Cisco MV72 4 Megapixel HD Network Camera - Dome - 98.43 ft - H.264 - 2688 x 1520 - 3 mm- 9 mm Varifocal Lens - 3x Optical - CMOS - Junction Box Mount, Wall Mount, Pole Mount</b></p> <p><b>GSA Advantage Contract Information</b></p> <ul style="list-style-type: none"> <li>● Manufacturer: Cisco</li> <li>● Contract No.: GS-35F-03495 (ends: Apr 04, 2026)</li> <li>● MAS Schedule/SIN: MAS/33411</li> <li>● Price: \$1,543.06/ea</li> </ul> <p><b>NOTE:</b> Per Policy 8200 within the <a href="#">WVDE - Purchasing Policies &amp; Procedures Manual for Local Educational Agencies</a></p> <p><b>Section 8: Alternative Procurement Procedures;</b></p> <p>8.1 --&gt; 8.1.5 "The LEA may purchase equipment &amp; other commodities or services directly from a vendor without competitive bidding, if any of the following conditions exist: The item is available from a General Services Administration (GSA) Schedule and the supplier is willing to sell to an LEA in the state at the same or lower price."</p> <p>Alpha Technologies is willing to provide equal to, or better, pricing for this item.</p>	\$960.66	10	\$9,606.60
<p><b>LIC-MV-5YR Meraki Enterprise + 5 Years Enterprise Support - Subscription License - 1 Camera - 5 Year - Meraki MV Series Security Camera - License - 5 Year License Validation Period</b></p> <p><b>GSA Advantage Contract Information</b></p> <ul style="list-style-type: none"> <li>● Manufacturer: IPVIDEO CORP</li> <li>● Contract No.: 47QTCA21D00BD (ends: Jun 21, 2026)</li> <li>● MAS Schedule/SIN: MAS/511210</li> <li>● Price: \$353.44/ea</li> </ul> <p><b>NOTE:</b> Per Policy 8200 within the <a href="#">WVDE - Purchasing Policies &amp; Procedures Manual for Local Educational Agencies</a></p> <p><b>Section 8: Alternative Procurement Procedures;</b></p> <p>8.1 --&gt; 8.1.5 "The LEA may purchase equipment &amp; other commodities or services directly from a vendor without competitive bidding, if any of the following conditions exist: The item is available from a General Services Administration (GSA) Schedule and the supplier is willing to sell to an LEA in the state at the same or lower price."</p> <p>Alpha Technologies is willing to provide equal to, or better, pricing for this item.</p>	\$353.44	20	\$7,068.80

**Subtotal: \$25,366.60**

## Meraki MX22 and MX72

**Prepared by:**

**Alpha Technologies, Inc.**

James Stewart  
304-201-7485  
jstewart@alpha-tech.us

**Prepared for:**

**Marion County Schools**

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

**Quote Information:**

**Quote #: 1006486**

Version: 1  
Delivery Date: 03/06/2023  
Expiration Date: 04/05/2023

### Quote Summary

Description	Amount
Hardware	\$25,366.60
<b>Total:</b>	<b>\$25,366.60</b>

#### Alpha Technologies, Inc.

Signature: \_\_\_\_\_



Name: James Stewart

Title: Infrastructure Sales Engineer

Date: 03/06/2023

#### Marion County Schools

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Terms and Conditions

### Alpha Technologies, Inc. Quote Terms and Conditions

#### Alpha Technologies, Inc.

#### Quote Terms and Conditions

The following Terms and Conditions shall apply to the attached Quote and all Services provided by Alpha Technologies, Inc. ("Alpha") to ("Customer"), under this Quote:

#### Functionality:

The items on the above reference Quote have been proposed per the client's specifications. If the Customer's specifications are found to be inadequate or otherwise unsuitable, Alpha may incur additional costs in fulfilling the requirements of this Quote, in which case Customer shall bear the cost of any related re-work or additional effort required by Alpha at Alpha's Standard Rates.

#### Additional Terms:

- Customer shall pay to Alpha the fees and charges set forth in the Quotes ("Fees"), together with all applicable taxes, fees, duties, surcharges and other assessments of any kind ("Taxes") that Alpha is required by applicable law to collect or withhold. Customer shall pay all Fees and Taxes, in United States Dollars, without set-off, within fifteen (15) days of the date of Alpha's invoice or as otherwise specified in a Quote. 80% of the total upfront equipment and license costs shall be paid to Alpha in advance of placing related orders, and the remainder (net) of total upfront equipment and license costs shall be due and payable upon delivery.
- If client organization has Federal, State, or Local Government mandated state purchasing guidelines that prohibit advance payment/deposits; validated mandates will be honored/recognized by Alpha.
- A 15% restocking fee shall be due and payable by Customer if any related order or portion thereof is canceled after merchandise has been shipped.
- Tax and Shipping will be added to the invoice, and shall be the responsibility of Customer.
- If client is Tax Exempt, a Tax Exemption Certificate must be provided for the organization.
- Hardware delivery, installation, and set-up will be billed at our Standard Rates. Alpha travel expenses and mileage are based on current government travel rates, which are subject to change without notice.
- Alpha Technologies Inc., explicitly disclaims any warranties, expressed or implied (including any warranty of fitness and merchantability) as to the hardware listed in this Quote. Manufacturer's warranties shall apply.
- Hardware not under a maintenance contract is subject solely to the manufacturer's warranty.
- Software configuration, installation and training will be billed at our Standard Rates.
- Alpha Technologies Inc. makes no representation or warranty as to the capabilities of any listed software to satisfy any need or stated requirement of the client.
- All installation, configuration, and training hours listed in the Quote are estimates. Actual hours will be billed as incurred at our Standard Rates.
- Customer shall ensure that Alpha has access to all areas and facilities necessary to complete the work under this Quote. All time estimates are based on immediate access to equipment and to areas of installation. Costs incurred by Alpha due to delay's resulting from Customer's failure to provide access as required to complete the work under this Quote shall billed separately at Alpha's Standard Rates.
- Alpha shall not be liable for any indirect, special, or consequential damages or lost profits, arising from or related to this agreement or the performance or breach thereof, even if Alpha has been advised of the possibility thereof. Alpha's liability to the Customer hereunder, if any shall in no event exceed the total of the amounts paid to Alpha hereunder by



## Terms and Conditions

the Customer.

- Alpha and Customer agree, upon execution of this Quote, and for one year thereafter, that each party is prohibited from, and shall refrain from, soliciting any employee or contractor of the other party, or to hire any employee or contractor of the other party. Violation of this prohibition shall result in the violating party immediately paying the violated party the equivalent of the employee or contractor's salary for the period of one year.
- Invoices are due and payable upon receipt. A periodic rate of one and one-half percent (1.5%) of the outstanding balance shall be charged monthly, as a finance charge, on any balance past due by more than thirty (30) days. In any case, the minimum monthly finance charge shall be \$1.50.
- Alpha's Standard Rates are those hourly rates in effect at the time this Quote is accepted by Customer, which shall be the rates billed to Customer.

### General Notes:

Our Terms and Conditions and required hours have been estimated to keep the cost of the customized system and equipment competitive and to be able to propose the latest in technology to our clients. We do not normally stock computers and we desire a commitment from the client to eliminate costly restocking and handling fees. With our terms: "80 percent deposit required to order; net upon delivery and installation", we can achieve these ends.





35-2404

Omni Associates-Architects, Inc.  
207 Jefferson Street  
Fairmont, WV 26554  
(304)-367-1417

East Dale Elementary School  
robinhaught@k12.wv.us  
1516 Mary Lou Retton Drive  
Fairmont, WV 26554

Invoice number 7829  
Date 02/15/2023

Project 2020024 EAST DALE ELEMENTARY  
SCHOOL ADDITION

Celebrating Forty-One Years of Design Excellence

New construction eight classrooms and new office space.  
10,600 sf.

Description	Phase Breakdown	Percent Complete	Total Project To Date	Prior Billed	Current Billing	
<b>BASIC SERVICES</b>						
SCHEMATIC DESIGN	38,207.70	100.00	38,207.70	38,207.70	0.00	
DESIGN DEVELOPMENT	50,943.60	100.00	50,943.60	50,943.60	0.00	
CONSTRUCTION DOCUMENTS	101,887.20	100.00	101,887.20	101,887.20	0.00	
BIDDING & NEGOTIATION	12,735.90	100.00	12,735.90	12,735.90	0.00	
CONSTRUCTION ADMINISTRATION	169,014.26	89.00	150,422.69	91,920.14	58,502.55	
	<b>Subtotal</b>	<b>372,788.66</b>	<b>95.01</b>	<b>354,197.09</b>	<b>295,694.54</b>	<b>58,502.55</b>
<b>AMENDMENT NO. 1</b>						
	15,175.78	100.00	15,175.78	15,175.78	0.00	
	<b>Total</b>	<b>387,964.44</b>	<b>95.21</b>	<b>369,372.87</b>	<b>310,870.32</b>	<b>58,502.55</b>

Invoice total **58,502.55**

*\*INVOICING HAS BEEN UPDATED PER THE CONTRACT PERCENTAGES BASIS AS LISTED IN ARTICLE 11.1 PER AIA B101\**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
7793	01/04/2023	15,175.78		15,175.78			
7829	02/15/2023	58,502.55	58,502.55				
	<b>Total</b>	<b>73,678.33</b>	<b>58,502.55</b>	<b>15,175.78</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Please contact [billing@omniassociates.com](mailto:billing@omniassociates.com) with questions about this invoice.  
Payments are due in 30 days from the date of the invoice.  
A finance charge of 1.5% per month will be assessed on past due invoices..



35-2404

Omni Associates-Architects, Inc.  
207 Jefferson Street  
Fairmont, WV 26554  
(304)-367-1417

East Dale Elementary School  
robinhaught@k12.wv.us  
1516 Mary Lou Retton Drive  
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Invoice number 7829  
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DESIGN DEVELOPMENT	50,943.60	100.00	50,943.60	50,943.60	0.00	
CONSTRUCTION DOCUMENTS	101,887.20	100.00	101,887.20	101,887.20	0.00	
BIDDING & NEGOTIATION	12,735.90	100.00	12,735.90	12,735.90	0.00	
CONSTRUCTION ADMINISTRATION	169,014.26	89.00	150,422.69	91,920.14	58,502.55	
	Subtotal	372,788.66	95.01	354,197.09	295,694.54	58,502.55
<b>AMENDMENT NO. 1</b>						
		15,175.78	100.00	15,175.78	15,175.78	0.00
	Total	387,964.44	95.21	369,372.87	310,870.32	58,502.55

Invoice total **58,502.55**

*\*INVOICING HAS BEEN UPDATED PER THE CONTRACT PERCENTAGES BASIS AS LISTED IN ARTICLE 11.1 PER AIA B101\**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
7793	01/04/2023	15,175.78		15,175.78			
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	Total	73,678.33	58,502.55	15,175.78	0.00	0.00	0.00

Please contact [billing@omniassociates.com](mailto:billing@omniassociates.com) with questions about this invoice.  
Payments are due in 30 days from the date of the invoice.  
A finance charge of 1.5% per month will be assessed on past due invoices..



## MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made this 14<sup>th</sup> day of March, 2023, by and between the Marion County Board of Education and Valley HealthCare System ("Valley").

The above-stated organizations hereby enter into a Memorandum of Understanding (MOU) for the purpose of establishing a collaborative relationship to meet the needs of students of Marion County schools in need of behavioral healthcare services.

**WHEREAS**, Valley HealthCare System is a Comprehensive Behavioral Health Center, qualified to provide behavioral healthcare services to individuals residing in North Central West Virginia and surrounding areas.

**WHEREAS**, the goal of this Memorandum of Understanding is to develop collaboration on efforts to ensure the students of Marion County schools and their family members are able to access needed behavioral healthcare services.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements of the Parties herein contained and intending hereby to be legally bound, the Parties agree as follows:

1. Participate in meetings to address the needs of affected and at-risk individuals.
2. Improve communication across systems to decrease barriers to services for affected and at-risk individuals.
3. Assist in the development and execution of Individualized Educational Plans for students of Marion County Schools, as requested by the clients/families served by Valley.
4. Provide needed behavioral healthcare services, including, but not limited to individual and/or family therapy, individual and/or family counseling, and targeted case management services, to students of Marion County schools, as identified and referred to our agency.
5. This Agreement shall be effective for the period commencing on March 14, 2023. This Agreement shall be terminated on June 30, 2023. Either party shall have the right to terminate this Agreement without cause upon thirty days (30) advance written notice to the others. Any party may terminate this Agreement in the event of another party's breach of any term of this Agreement (a) upon receipt of written notice of the breach, should the breach be incapable of

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**Memorandum of Understanding Between**  
**Marion County Board of Education**  
**and**  
**Pierpont Community & Technical College**

This Memorandum of Understanding (MOU) between Pierpont Community & Technical College and Marion County Board of Education, including East Fairmont High School, Fairmont Senior High School, and North Marion High School, sets forth the services and expectations associated with the Pierpont College Academy *One Walk, Two Degrees* coursework and degree pathway for students to earn a Liberal Studies (Associate of Arts) degree concurrently with their high school coursework. This agreement is made between Pierpont Community & Technical College, as the sole provider, and the Marion County Board of Education for the academic year of 2023-2024 to support the first program cohort to degree completion.

**Responsibilities of Marion County Board of Education**

Marion County Board of Education agrees to:

1. Pierpont Community and Technical College will be the exclusive provider rights for all coursework contained in and required for the completion of the Liberal Studies Associate of Arts Degree pathway and its associated tracks.
2. Make its best effort to promote the Pierpont Liberal Studies (Associate of Arts) degree pathway in all Marion County high schools.
3. Pay the current dual enrollment tuition cost at the time of enrollment per credit hour per student per semester.
4. Pay textbook costs associated with each course for each student.
5. Provide Board of Education-issued electronic devices for instructional use, such as laptops, Chromebooks, or iPads.
6. Provide participating students full access to their Pierpont email, Pierpont Portal/Blackboard Learning Management System, and other student support services while on their Board of Education-issued devices.
7. Promote WV Kids Connect hubs as a resource for students.
8. Collect, report, and share student data as needed.
9. Adhere to the provisions in the Family Educational Rights and Privacy Act (FERPA) and any other local, state, or federal laws or regulations, as appropriate.
10. Recommend onsite faculty, who meet Pierpont's faculty credentialing standards, to teach dual enrollment courses.
11. Ensure participating faculty, who instruct college-level courses, adhere to Pierpont's standards and expectations for faculty.
12. Collaborate and cooperate with Pierpont outreach and marketing campaigns.
13. Provide an identified County liaison and an onsite liaison for each participating school.

**Responsibilities of Participating Students**

Participating Students will agree to:

1. Adhere to dual enrollment and program application and registration guidelines.
2. Follow the policies and guidelines outlined in the Pierpont Community Technical College student handbook and academic catalog.
3. Meet all course requirements and prerequisites.
4. Follow the college transcript request process, as applicable, and be responsible for any transcript fees.

## **Responsibilities of Pierpont Community & Technical College:**

Pierpont Community & Technical College agrees to:

1. Provide resources regarding the Liberal Studies (Associate of Arts) degree program pathway for all county high school administrators, counselors, faculty, interested parents, and students.
2. Provide a syllabus for course offerings which include course level objectives.
3. Provide appropriate learning assessments for all courses.
4. Provide onboarding, training sessions and mentoring opportunities for dual enrollment instructors and facilitators.
5. Evaluate all instructors for appropriate credentials for the courses being taught.
6. Waive Pierpont College Academy program fees and other non-dual enrollment fees for students participating in this degree pathway.
7. Provide high school students enrolled in the Liberal Studies degree pathway the same rights and responsibilities as on-campus students, including access to learning resources and student success support services.
8. Provide high school students enrolled in the Liberal Studies degree pathway with college readiness advising as part of our student support services to bridge students successfully into college course completion.
9. Provide grades and attendance records as required to the participating schools.
10. Provide a minimum of two Pierpont classes each semester (fall & spring). The courses offered will be sequenced and support the completion of the program as documented in Appendix A.
11. Provide students with access to libraries and electronic databases.
12. Provide tutoring support services including tutoring and success.
13. Collect and report degree completion data.
14. Support students who complete the Liberal Studies Associate of Arts degree program as outlined and who wish to matriculate to Pierpont for a second degree with a special Pierpont Foundation scholarship fund, as determined solely by Pierpont.
15. Invite Pierpont degree candidates to participate in Pierpont commencement exercises.

## **TERMS:**

1. This MOU is effective with the date of the fully executed document and shall continue until this MOU is terminated.
2. This MOU may be modified only in writing signed by the Pierpont Community & Technical College President and the Superintendent of Marion County Board of Education. Either party may terminate this MOU by providing one semester or 18-weeks, whichever is greater, written notice to the other party. Notwithstanding the foregoing, either party may terminate this MOU immediately if participation under this MOU may give rise to a violation of any requirements of federal or state law or regulation or the requirements of any accrediting agency having jurisdiction. Termination of this agreement may require Pierpont Community & Technical College and the Board of Education to develop a teach-out plan or strategies for students enrolled in the pathway.
3. Pierpont Community & Technical College reserves the right of first refusal regarding all dual enrollment coursework contained within the Liberal Studies, A.A. pathway, its concentrations, and tracks.
4. Nothing in this MOU shall create or be construed as creating a joint enterprise, joint venture, partnership, employment relationship, master servant relationship or principal-agent relationship between the parties.
5. This MOU shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of West Virginia.
6. The undersigned represent that they have the full power and authority to execute this MOU on behalf of their respective entities, and that no further votes, approvals, or authorities are required.



- 7. This MOU is the entire agreement between the parties on the subject matters on which it applies. It supersedes all prior oral or written understandings, agreements, memoranda, proposals, or other agreements with respect thereto.
- 8. Agreements may be executed by either electronic or facsimile transmission in one or more counterparts, each of which shall be deemed an original.

The following signatures indicate approval of the Memorandum of Understanding between Pierpont Community & Technical College and Marion County Board of Education, including East Fairmont High School, Fairmont Senior High School and North Marion High School.

**Marion County Board of Education**

By: \_\_\_\_\_

Printed Name: Dr. Donna Heston

Date: \_\_\_\_\_

Title: Superintendent

**Pierpont Community & Technical College**

By: \_\_\_\_\_

Printed Name: Dr. Kathleen Nelson

Date: \_\_\_\_\_

Title: Interim President

By: \_\_\_\_\_

Printed Name: Dr. Michael Waide

Date: \_\_\_\_\_

Title: Provost, Vice President of Academics & Student Services

## Appendix A: Sample Schedules

DRAFT

35-2407

# Memo

To: Dr. Donna Heston

From: Kathy Jacquez

Subject: Board Approval

Date: March 13, 2023

Please place the Committee for Children's Quote for 16 schools on the Board Agenda for the March 20<sup>th</sup> meeting. Committee for Children is the parent company of Second Step the social-emotional program used in our preK-8 classes in all elementary and middle schools in the county. The total amount of the quote is for \$32, 241.60 and the source of the funding is county funds.

11.12120.651.001.2400

35-2407



2815 Second Avenue, Suite 400  
Seattle, WA 98121-3207 USA  
800-634-4449 FAX: 206-343-1445  
orders@cfchildren.org

Quote	
Quote #	5034288
Date	3/3/2023
Customer ID	10110777

Bill To	Ship To
---------	---------

Marion County School District  
1516 Mary Lou Retton Drive  
Fairmont WV 26554  
United States

Kathy Jacquez  
Marion County School District  
1516 Mary Lou Retton Drive  
Fairmont WV 26554  
United States

Requested By	Ship To	Setup Admin	Entered By
Kathy Jacquez	Kathy Jacquez	Name: Stacey Oliver Email: <a href="mailto:stacey.oliver@k12.wv.us">stacey.oliver@k12.wv.us</a>	Patrick Starnier

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
904101	Second Step Grades K-8, Multi-Site Pricing, 1-Year Licenses		7/31/2023	7/31/2024	16	\$2,239.00	\$35,824.00
Renewing Subscription ID: 80022062							

Subtotal	\$35,824.00
Discount	(\$3,582.40)
Shipping & Handling	\$0.00
Sales Tax* (%)	\$0.00
<b>TOTAL</b>	<b>\$32,241.60</b>

Please remit in US Funds.

Make check payable to: Committee for Children

\*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <https://secondstep.org/license-agreements>

Prices valid for 30 days from quote date.

Please include quote ID:5034288 on your order to guarantee pricing.

# Memo

To: Dr. Donna Heston

From: Kathy Jacquez

Subject: Board Approval

Date: March 13, 2023

Please place the customer agreement with Newsela for the addition of Newsela Science for all elementary and middle schools. When I reviewed the usage of the Newsela Social Studies, more science than social studies teachers were using the social studies service. I would like to extend science content informational texts to these teachers for the next two years, the remaining time on our contract for social studies. The total amount of this addition is \$27, 621.20. County funds will be used to pay for this addition.

11..11111.651.001.2280



35-2408

Newsela Inc.  
500 5<sup>th</sup> Ave, FL 28  
New York, NY 10110

# Customer Agreement

**Billing Information:**

Billing Frequency: Upfront in full  
Payment Terms: Net 30  
Billing Schedule: Upon Contract Signature

**Customer Agreement No.** Q-101251  
**Newsela Sales Rep:** Lucia Cambria  
**Contact Email:** lucia.cambria@newsela.com  
**Offer Date:** March 7, 2023  
**Expiration Date:** June 30, 2023

**To:**  
Kathy Jacquez  
Marion County Schools  
1516 Mary Lou Retton Dr  
Fairmont, WV 26554-2204

Qty	Products/Services	List Price
1	Newsela	\$27,621.20
<b>Contract Grand Total</b>		<b>\$27,621.20</b>

\*See table above or Appendix for Product/Services details and License Dates.

The subscription for the above-identified Newsela Products/Services will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this agreement, the Customer agrees to the pricing per product and quantity breakdowns underlying this quote, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise.

Failure of the Customer to make use of the Products/Services during their respective License Dates specified herein will not extend Newsela’s obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a ‘Renewal Term’). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the PO to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to [billing@newsela.com](mailto:billing@newsela.com) and including “Customer Agreement No. Q-101251” in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela’s discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela’s Terms of Use, Newsela’s Privacy Policy and, where applicable, any Terms and Conditions, Master Services Agreement or other binding RFP or binding bid signed by and between the Parties (“Service Contract”).

**Terms of Use:** <https://newsela.com/pages/terms-of-use/>  
**Privacy Policy:** <https://newsela.com/pages/privacy-policy/>

The Service Contract constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, this Service Contract specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer’s internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

*Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to [salestax@newsela.com](mailto:salestax@newsela.com).*

**Purchase Order Information**

If you need a Purchase Order, please fill out the following information.

- PO Required: Yes
- PO Number:
- PO Amount:

**Billing Information**

Provide the billing service representative to whom the invoice should be addressed.

- Bill-To Name:** Donna Heston
- Bill-To Email:** dheston@k12.wv.us

By initialing here, I agree that the billing details stated above are current and accurate. \_\_\_\_\_

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature:	Date of Signature:
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**Appendix**

School	Products/Services	License Dates
BARRACKVILLE ELEMENTARY/MIDDLE SCHOOL	Newsela Science	07/01/23 - 06/30/25
BLACKSHERE ELEMENTARY SCHOOL	Newsela Science	07/01/23 - 06/30/25

EAST DALE ELEMENTARY SCHOOL	Newsela Science	07/01/23 - 06/30/25
EAST FAIRMONT MIDDLE SCHOOL	Newsela Science	07/01/23 - 06/30/25
EAST PARK ELEMENTARY SCHOOL	Newsela Science	07/01/23 - 06/30/25
FAIRVIEW ELEMENTARY SCHOOL	Newsela Science	07/01/23 - 06/30/25
FAIRVIEW MIDDLE SCHOOL	Newsela Science	07/01/23 - 06/30/25
JAYENNE ELEMENTARY SCHOOL	Newsela Science	07/01/23 - 06/30/25
MANNINGTON MIDDLE SCHOOL	Newsela Science	07/01/23 - 06/30/25
MARION COUNTY SCHOOLS	Individual Virtual Add-On Session	07/01/23 - 06/30/25
MONONGAH ELEMENTARY SCHOOL	Newsela Science	07/01/23 - 06/30/25
MONONGAH MIDDLE SCHOOL	Newsela Science	07/01/23 - 06/30/25
PLEASANT VALLEY ELEMENTARY SCHOOL	Newsela Science	07/01/23 - 06/30/25
RIVESVILLE ELEMENTARY/MIDDLE SCHOOL	Newsela Science	07/01/23 - 06/30/25
WATSON ELEMENTARY SCHOOL	Newsela Science	07/01/23 - 06/30/25
WEST FAIRMONT MIDDLE SCHOOL	Newsela Science	07/01/23 - 06/30/25
WHITE HALL ELEMENTARY SCHOOL	Newsela Science	07/01/23 - 06/30/25



# MEMORANDUM

*lets* 35-2409

TO: Dr. Donna Hage, Superintendent  
FROM: L.D. Skarzinski  
Cc: Heidi Kosik, Executive Secretary  
SUBJECT: Board Approval  
DATE: 3/13/23

~~DELIVERED MAR 08 2023~~

DELIVERED MAR 13 2023

This is a request for Marion County Board of Education to approve a payment of \$105,890.30 to Dodson Pest Control for services rendered in 2022.

Funds: Maintenance



# TERMITE SOIL TREATMENT ESTIMATE

First: Marion Co. Schools. Last Name: \_\_\_\_\_  
 Street: 1516 Mary Lou Retton Dr.  
 City: Fairmont State: WV Zip: 26554  
 Phone#: (304) 367-2160 Fax: \_\_\_\_\_ Date: 3/13/23  
 E-mail: lspoling@k12.wv.us

Thank you for the opportunity to submit the following estimate for the termite soil treatment.

Project Name: Marion County Schools  
 Service Street Address: All School Buildings  
 City: Fairmont State: wv Zip: 26554  
 Guarantee Period: 1 year

\* Estimated Sq. Ft. \_\_\_\_\_ Estimated Cost: \$105,890.30

\* Hold Harmless Agreements are subject to the approval of Dodson Bros.' insurer and may increase the estimated cost by 15% up to a maximum of \$300.

Dodson Bros. has been in business for over 70 years serving valued customers like you. During that time we have developed an outstanding reputation for doing quality work. We would appreciate your Valuable business and assure you that same quality and satisfaction. Copies of Labels, Material Safety Data Sheets, Licenses, and a Certificate of Insurance are available upon request.

Dodson Bros. is ready to provide service upon receipt of your acceptance. If there are any questions regarding this estimate, please call the number below.

Yours for service,

Dodson Bros. Exterminating Co., Inc.

Inspector: Ralliegh Engel  
 Phone#: (304) 622-7676 Fax#: (304) 622-8968



35-2409

P.O. Box 70  
Clarksburg, WV 26301  
Phone: 304-622-7676  
Fax: 304-622-7676

To Marion County Schools:

We Dodson Pest Control performed termite treatments on all of Marion County Schools properties in 2022. These treatments carry a 1-year renewable warranty. All the services we completed in 2022 with a remaining balance of \$105,890.38.

Please send payments to:

Dodson Pest Control  
Po Box 70  
Clarksburg, WV 26301

If you have any questions, please contact our office @ 304-622-7676.

Thank you,  
Michael Peiffley  
District Manager  
Dodson Pest Control



DODSON BROS. EXTERMINATING CO., INC.  
Corporate Office: Lynchburg, Virginia - Established 1944

Serving: Virginia, Maryland, North Carolina, Ohio, South Carolina, Tennessee, West Virginia, & District of Columbia





Task D – WV Department of Health AHERA Inspection Assistance (1/2 day on site with follow-up) is a not to exceed cost of \$1,200.00.

Task E – In-Service Asbestos, Safety, and Occupational Training at MCS for August 2023. Provide training materials, present in person training, and provide training certificates for each participant. Cost to be provided once the amount of in-service training needs is determined.

Task F – Indoor Air Quality Assessments as needed. Cost to be provided when the specific air contaminants and number of samples required to assess the issue have been determined.

Task G – Other work as needed will be performed with cost provided prior to performing the work.

This work will be performed on a time and materials basis in accordance with the hourly rate provided in Section 3 with the cost not to exceed \$ 13,300.00 for Tasks A through C. Should MCS desire to include other tasks in this acceptance the total for the Purchase Order can be increased as needed.

If other out of scope work is desired, Keeling will provide you with a cost for that work which will be based on the rates provided below.

The terms of this Agreement are Confidential and shall not be disclosed by you or our company.

### 3. STAFFING/BILLING PRACTICES

John Keeling, PE, CSP, CIH will be the Project Manager and will coordinate the project assigning staff to perform work as needed.

You agree to pay by the hour, at our prevailing rates, for time spent on your matter by our personnel. Our billing rates vary with the experience and skill of the personnel rendering the service. John's rate for this project is \$260.00 per hour, Rex Tennant, Environmental Chemist, is billed at \$195.00 per hour, Andy Palmer, Asbestos Inspector, is billed at \$95.00 per hour. Mileage for Vehicle use is at the Federal allowable rate of \$0.625/ mile. Other professional staff will be provided as needed for this project.

We will bill monthly, and all statements are due within 30 days of their date. We reserve the right to assess a late fee of 1.5% per month on all amounts unpaid for more than sixty (60) days from the date of billing, as well as the right to suspend or terminate services on account of nonpayment. Our policy is to discontinue service if invoices remain unpaid for more than ninety (90) days.

**4. EFFECTIVE DATE**

The effective date of this Agreement will be retroactive to the date we first performed services, if applicable. The date at the beginning of this Agreement is for reference only. Even if this agreement is not signed and returned, you will be obligated to the reasonable value of any services we may have performed for you and any reasonable costs incurred.

**5. ACCEPTANCE**

We look forward to working with you. If these terms are acceptable to you, please sign this letter and return it to me as a pdf. If you have any questions about this letter or the proposed project, please contact me.

Very truly yours,

S & J Environmental, LLC



By: \_\_\_\_\_  
John Keeling

Marion County Schools

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

By: \_\_\_\_\_  
(Signed) *Donna Heston*

By: \_\_\_\_\_  
(Printed Name) *Donna Heston*

## Marion County Schools – BOOSTER INFO / 2022-2023

School West Fairmont Middle School

Booster Group WFMS Softball Booster

### 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 Softball Booster

2) Booster Group FEIN (**MUST INCLUDE A COPY OF THE IRS FEIN VERIFICATION FORM**): 92-2583366

3) Booster Group by-laws submitted by August 1<sup>st</sup> of each year: (UPDATED)  
Date received 3-2-23

4) Date of the election of booster officers: 2-28-23

5) Name of booster President: JAMIE KRAEGERBRINK Phone # 304-365-1600

6) Name of booster Vice President: JIMMY FELTZ Phone # 304-433-6262

7) Name of booster Secretary: TRICIA OLIVETO Phone # 304-474-6585

8) Name of booster Treasurer: DANIELLE CIMAGLIA Phone # 304-612-7666

- 9) Booster fundraisers listed on school fundraiser calendar in the main office: JAH
- 10) Proof of booster Liability Insurance to principal (Must include Marion County Schools as an additional insured): JAH Date submitted: 3-2-23
- 11) Submit annual financial statement for year ending June 30, 2022 of the school support organization with this application: \_\_\_\_\_ Date submitted: New Boosters
- 12) Attach a copy of the Booster Annual Financial report/year ending bank statement as of June 30, 2022 New Boosters
- 13) Financial records submitted to the principal at the conclusion of the season: New Booster
- 14) Principal is to receive 2 copies of the annual financial statements by each school support organization: New Booster *Will submit @ end of this season.*
- 15) An inventory of all uniforms, equipment, and other team merchandise has been submitted to the school principal. JAH
- 16) All items provided to athletes and coaches to be returned at the end of the year. JAH

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 West Fairmont Middle School

Booster Group WFMS Softball Booster

\* Association created 2-27-23

*New Boosters*

Reconciled Beginning Balance as of July 1, 2021

Total Annual Income

Total Annual Expenses

Reconciled Ending Balance as of June 30, 2022

_____
_____
_____
_____

ADD

SUBTRACT

Booster President Signature

*James Kargerunk*

Date

2-28-23

Booster Treasurer Signature

*J. M. O. W.*

Date

2-28-23



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **35-2** 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(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> United Security Agency, Inc. 1207 Fairmont Ave Fairmont WV 26554	<b>CONTACT NAME:</b> Joni Wilson <b>PHONE (A/C, No. Ext):</b> 304-363-1660 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 304-363-5956
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> WFMS Softball Booster C/o: Jamie Kragenbrink 110 10th Street Fairmont WV 26554	<b>INSURER A : ERIE INSURANCE GROUP</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 806908083**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		Q27-5500044	3/5/2023	3/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Incl in Gen Aggr \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Marion County Board of Education is Additional Insured as Lessor of Premises

<b>CERTIFICATE HOLDER</b>  Marion County Board of Education 1516 Mary Lou Retton Drive Fairmont WV 26554	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Joni L. Wilson</i>
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Date of this notice: 02-27-2023

Employer Identification Number:  
92-2583366

Form: SS-4

Number of this notice: CP 575 E

WFMS SOFTBALL BOOSTER  
110 10TH ST  
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 92-2583366. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

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

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

