

46-2553

MINUTE  
 Marion County Board of Education  
 Regular Session  
 Monday, June 5, 2023  
**CENTRAL OFFICE**  
 6:00 pm

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

Mr. Pastor Wayde Wilson, Trinity Assembly of God gave the invocation and Mr. Lloyd White, led the Pledge of Allegiance.

The Marion County Board of Education met in a Regular Session on Monday, June 5, 2023 at 6:00 pm.

President Mrs. Costello called the meeting to order at 6:06 pm

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

**45-1000 INFORMATION – RECOGNITIONS – RECOMMENDATIONS – REPORTS**

- 1) Teacher of the Year – Ms. Reeseman, WFMS Gifts presented by Adams Office Supply
- 2) Service Personnel of the Year – Kathy Cyphers, Executive Secretary – Gifts presented by Adams Office Supply
- 3) M3T Teachers – Recognition
- 4) SREB Unit Design Collaboration – Recognition
- 5) 2023-2024 WV PBIS TIER 1 Model School – Jayenne Elementary
- 6) Lloyd White – Honorable Mention
- 7) Mrs. Kim Higgins, Principal, Monongah Elementary – Presentation on Student Achievement and Other Student Factors, Data, and Programs
- 8) PUBLIC RELATIONS: President Mrs. Costello is appointing the following person as MCBOE Representative to the following committee:  
**Marion County Public Library** – Connie Boggs effective July 1, 2023
- 9) Delegations
  - a) Chad and Johanna Gower – Personnel Matter
  - b) Nicole Walls – Grow Your Own Pathway Program

**NEW BUSINESS**

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

**45-2000 MINUTES – AGREEMENTS – CONTRACTS****2515 MINUTES**

The approval of the Official Minutes for a Special Meeting on May 8, 2023.

**2516 MINUTES**

The approval of the Official Minutes for a Regular Meeting on May 15, 2023.

**2517 READING HORIZONS-ELEVATE LITERACY SKILLS TOOLKITS – GRADE 4**

The approval of the quote from Reading Horizons to purchase Reading Horizon Elevate Literacy Skills Toolkits for all 4<sup>th</sup> Grade classrooms, in the amount of \$28,481.25. FUNDING: Title IV

**2518 HOOTEN EQUIPMENT COMPANY LLC – REFRIGERATOR - EFHS**

The approval of the quote from Hooten Equipment Company LLC to purchase a Pass Thru Refrigerator for EFHS, in the amount of \$11,126.05. FUNDING: Child Nutrition

OTHER BIDS: Stout Company - No Bid and Douglas Equipment - \$12,059.12

**2519 LIMINEX, INC DBA GOGUARDIAN – SUBSCRIPTION RENEWAL**

The approval of the subscription renewal with Liminex, Inc. DBA GoGuardian, in the amount of \$99,675.00. FUNDING: Technology and C & I Department

**2520 EMCOR/SCALISE INDUSTRIES – PAYMENT REQUEST - NMHS HVAC UPGRADES**

The approval of the Payment Request #S221255=07 from Emcor Services/Scalise Industries for the NMHS HVAC UPGRADES Period to 03-15-23, in the amount of \$184,050.00.

FUNDING: ESSRF 3

**2521 CDW-G – TEACHER PROJECTORS**

The approval of the quote from CDW-G to purchase 60 ViewSonic Projectors for teacher workstations, in the amount of \$33,028.00. FUNDING: Technology

OTHER BIDS: Alpha Technologies - \$34,570.80 & Zones - \$34,587.60

**2522 TATE COMMUNICATION – PHONE SYSTEM UPGRADE - JAYENNE**

The approval of the quote from Tate to upgrade the phone system at Jayenne, in the amount of \$28,335.75. FUNDING: Technology. OTHER BIDS: N/A-This product will match our current county wide phone system.

**2523 MOU – BARBOUR COUNTY BOE – MEDICAID SERVICES**

The approval of the Memorandum of Understanding for Marion County Board of Education ("Agent") to provide Medicaid Services with the Medicaid Auditor that is employed by the Southern Educational Services Cooperative ("SESC") to Barbour County Board of Education ("Client") for the 2023-2024 School Year.

**2524 MOU – DODDRIDGE COUNTY BOE – MEDICAID SERVICES**

The approval of the Memorandum of Understanding for Marion County Board of Education ("Agent") to provide Medicaid Services with the Medicaid Auditor that is employed by the Southern Educational Services Cooperative ("SESC") to Doddridge County Board of Education ("Client") for the 2023-2024 School Year.

**2525 MOU – GILMER COUNTY BOE – MEDICAID SERVICES**

The approval of the Memorandum of Understanding for Marion County Board of Education ("Agent") to provide Medicaid Services with the Medicaid Auditor that is employed by the Southern Educational Services Cooperative ("SESC") to Gilmer County Board of Education ("Client") for the 2023-2024 School Year.

**2526 MOU – HARRISON COUNTY BOE – MEDICAID SERVICES**

The approval of the Memorandum of Understanding for Marion County Board of Education ("Agent") to provide Medicaid Services with the Medicaid Auditor that is employed by the Southern Educational Services Cooperative ("SESC") to Harrison County Board of Education ("Client") for the 2023-2024 School Year.

**2527 MOU – LEWIS COUNTY BOE – MEDICAID SERVICES**

The approval of the Memorandum of Understanding for Marion County Board of Education ("Agent") to provide Medicaid Services with the Medicaid Auditor that is employed by the Southern Educational Services Cooperative ("SESC") to Lewis County Board of Education ("Client") for the 2023-2024 School Year.

**2528 MOU – MONONGALIA COUNTY BOE – MEDICAID SERVICES**

The approval of the Memorandum of Understanding for Marion County Board of Education ("Agent") to provide Medicaid Services with the Medicaid Auditor that is employed by the Southern Educational Services Cooperative ("SESC") to Monongalia County Board of Education ("Client") for the 2023-2024 School Year.

**2529 MOU – PRESTON COUNTY BOE – MEDICAID SERVICES**

The approval of the Memorandum of Understanding for Marion County Board of Education ("Agent") to provide Medicaid Services with the Medicaid Auditor that is employed by the Southern Educational Services Cooperative ("SESC") to Preston County Board of Education ("Client") for the 2023-2024 School Year.

**2530 MOU – TAYLOR COUNTY BOE – MEDICAID SERVICES**

The approval of the Memorandum of Understanding for Marion County Board of Education ("Agent") to provide Medicaid Services with the Medicaid Auditor that is employed by the Southern Educational Services Cooperative ("SESC") to Taylor County Board of Education ("Client") for the 2023-2024 School Year.

**2531 MOU – TUCKER COUNTY BOE – MEDICAID SERVICES**

The approval of the Memorandum of Understanding for Marion County Board of Education ("Agent") to provide Medicaid Services with the Medicaid Auditor that is employed by the Southern Educational Services Cooperative ("SESC") to Tucker County Board of Education ("Client") for the 2023-2024 School Year.

**2532 MOU – BARBOUR COUNTY BOE – AUDIOLOGY SERVICES**

The approval of the Memorandum of Understanding for Marion County Board of Education ("Service Provider") to provide Audiology Services to qualifying students to Barbour County Board of Education ("Client") for the 2023-2024 School Year.

**2533 MOU – WVU BOARD OF GOVERNORS – CVRP**

The approval of the Memorandum of Understanding for WVU Board of Governors and its School of Medicine, Department of Ophthalmology and Visual Sciences to provide two (2) Orientation and Mobility Specialist to provide vision rehabilitation services to blind and visually impaired School-age students for the 2023-2024 School Year. The Orientation and Mobility Specialist will be comparable to the WVDE Professional Salary Schedule based on years of experience and education plus \$18,600. FUNDING: IDEA

**2534 THE ROMAN CATHOLIC DIOCES OF WHEELING-CHARLESTON – LEASE RENEWAL**

The Superintendent recommends the approval of the renewal of the lease agreement with Bishop Mark E. Brennan, Bishop of the Roman Catholic Diocese of Wheeling-Charleston for use of the gymnasium for Monongah Middle School for the 2023-24 SY, in the amount of \$10,000.00.

FUNDING: County

**2535 HOUGHTON MIFFLIN HARCOURT – LITERACY R180 - RENEWAL**

The approval of the subscription renewal of Literacy R180 U Stage C/S44 NG Secondary (9-12) through Houghton Mifflin Harcourt, in the amount of \$34,816.25. FUNDING: IDEA Funds

**2536 CONTRACT – KIM MOSS – PSYCHOLOGY EVALUATIONS**

The approval of the contract with Kim Moss to provide Psychology Evaluations for the 2023-2024 School Year. The rate of services is \$350 per evaluation, \$50 per Supplemental data, \$200 per cognitive evaluation, \$150 per achievement evaluation, \$250 per ADOS-2/Autism Evaluation (Standalone evaluation) and \$150 per ADOS-2/Autism Evaluation as supplemental data. (See contract as attachment) FUNDING: County

**2537 TATE COMMUNICATION – PHONE SYSTEM – EAST DALE ELEMENTARY**

The approval of the quote from Tate Communication to replace the phone system at East Dale Elementary, in the amount of \$29,578.00. FUNDING: Technology. OTHER BIDS: N/A This system will match the county wide phone system.

**2538 OMNI/VERITAS – PAY REQUEST #20 (REVISED)**

The approval of the pay request #20 (Revised) from Omni/Veritas for work completed by Veritas from February 25 – April 25, 2023, in the amount of \$9,793.55 FUNDING: County

**2539 THE MCCABE LAND COMPANY - LEASE**

The Superintendent recommends the approval enter into a Lease agreement with McCabe Land Company for use of a certain building located at 320 Adams Street, Fairmont, WV from July 1, 2023 to June 30, 2024, in the amount of \$36,000.00 to be paid in equal monthly installments.

FUNDING: Adult Ed Grant

**2540 USE OF FACILITIES – EFHS – PATTY FEST**

The approval of the Use of Facilities form for EFHS for the Patty Fest, Inc to use the EFHS Commons area and Classrooms June 10, 2023.

**2541 USE OF FACILITIES – EFMS – WV SWARM**

The approval of the Use of Facilities form for EFMS for WV Swarm to use the Annex Gym May 8 - June 2, 2023.

**2542 FIELD TRIP –OUT-OF-STATE - PRIVATE AUTO**

The approval of the following:

**NMHS – Football**, requested permission to use private auto to travel to Washington Jefferson University, June 14, 2023 for 7/7.

Approximate number of students:20

Chaperone(s): Coach Hays. Students riding with their parents

Approximate Cost: \$175.00

Source of funds: Football Boosters

Number of school days lost: 0

**2543 FIELD TRIP – PRIVATE AUTO – OUT-OF-STATE**

The approval of the following:

**NMHS - Basketball**, requested permission to use a Private Auto to travel to Marietta College, June 10, 2023 to participate in basketball shootout.

Approximate number of students: 20

Chaperone(s): Coach Harbert – Students riding with their own parents

Approximate Cost: \$225

Source of funds: Basketball Boosters

Number of school days lost: 0

**2544 FIELD TRIP – OVERNIGHT– PRIVATE AUTO**

The approval of the following:

**NMHS –Basketball**, requested permission to use Private Auto to travel to Marshall University, June 16-17, 2023 for Basketball Camp.

Approximate number of students:30

Chaperone(s): Coach Harbert – Students riding with their own parents

Approximate Cost: \$1,200.00

Source of funds: Boosters

Number of school days lost:0

**2545 FIELD TRIP –COUNTY BUS – OVERNIGHT**

The approval of the following:

**EFHS– Band**, requested permission to use county buses to travel to Camp Cowen, August 5-10, 2023 for band camp.

Approximate number of students: 90

Chaperone(s): TJ Bean, Kelly Michael, Ronda Hopkins, Lisa Iya, Frederick Vincent Sr., Michele Vincent, Kevin Morris, Kelli Morris, Mary Lynn Westfall, Denzil W. Westfall Jr., Mandy L. Gobbert, Chandra Hartung, Paul Michael Swisher, David E. May, Barbara L. May, John L. Pethtel, Kimberly K. Pethtel, Edward E. Cale, Jennifer S. Shelton, David L Utt, Cindy L Utt, Draga W. Lindsey, James N. Nichols, Pamela S. Thorne

Approximate Cost: \$3,000.00

Source of funds: Boosters

Number of school days lost:0

**2546 FIELD TRIP – OVERNIGHT– PRIVATE AUTO**

The approval of the following:

**EFHS– GIRLS/BOYS SOCCER**, requested permission to use a Private Auto to travel to Doddridge Co Park, West Union, WV, July 26-29, 2023 for Training Camp.

Approximate number of students: 60

Chaperone(s): Ian Hayhurst, Eric Wright, Breana Vincent, Katey Sharpe, Keira Hill, Kyra Miller, Walt Larnard, Cassell Brandli, & Aiden Slusser, Kristy & Tim Cole, Ame & Ryan Church, Amber & Matt Fancher.

Approximate Cost: \$2,000.00

Source of funds: Boosters

Number of school days lost: 0

**2547 FIELD TRIP – OVERNIGHT– COUNTY BUS**

The approval of the following:

**EFHS– GIRLS/BOYS SOCCER**, requested permission to use a County Bus to travel to Sissonville High and Charleston Catholic, WV, August 18-19, 2023 for Games.

Approximate number of students: 50

Chaperone(s): Ian Hayhurst, Eric Wright, Breana Vincent, Katey Sharpe, Keira Hill, Kyra Miller, Walt Larnard, Cassell Brandli, & Aiden Slusser.

Approximate Cost: \$2,000.00

Source of funds: Boosters

Number of school days lost: 0

**2548 FIELD TRIP – PRIVATE AUTO – COMMERCIAL CARRIER – OUT-OF-STATE – OVERNIGHT**

The approval of the following:

**EFHS – Travel Club**, requested permission to use a Private Auto to travel to/from Pittsburg, PA, and use Commercial Carrier American Airline to travel to Costa Rica, July 12-20, 2023 to explore Costa Rica.

Approximate number of students: 7

Chaperone(s): Karen Morgan, RYANNE Morgan, Katey Sharpe

Approximate Cost: \$3500.00 per person

Source of funds: Self

Number of school days lost:0

**2549 FIELD TRIP – COUNTY BUS – OVERNIGHT**

The approval of the following:

**EFHS Football**, requested permission to use a county bus to Camp Kidd, Tucker County, July 31 – August 2, 2023 for a Football Mini Camp.

Approximate number of students: 60

Chaperone(s): Coach Eakle, Carter DeVault, Mike Sarsfield, Josh Kisner, Ron Martin, Ben Callaway, Charles Barta, Phil Wright, Will Sarsfield, Aden Slusser

Approximate Cost: \$300.00

Source of funds: Boosters

Number of school days lost:0

**2550 EMCOR/SCALISE INDUSTRIES – PAYMENT REQUEST - NMHS HVAC UPGRADES**

The approval of the Payment Request #S221255=08 from Emcor Services/Scalise Industries for the NMHS HVAC UPGRADES Period to 03-30-23, in the amount of \$253,125.00.

FUNDING: ESSRF 3

**2551 USE OF FACILITIES – 5<sup>th</sup> STREET GYM – MCYBA/WEST BASKETBALL**

The approval of the Use of Facilities form for 5<sup>th</sup> Street Gym for Marion County Youth Basketball Association(MCYBA)/West Basketball to use the 5<sup>th</sup> Street Gym June 1, 2023 – March 1, 2024.

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

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

**45-3000 FINANCIAL**

**3044** Vendor List dated May 30, 2023 are viewable in the attachments on the Marionboe.com website .

**3045** Budget Supplements and transfers dated May 30, 2023 are viewable in the attachments on the Marionboe.com website. .

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

Mr. Saunders made a motion, seconded by Mr. Pellegrin to go into executive session at 7:00 pm for a personnel matter.

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

Mr. Pellegrin made a motion, seconded by Mr. Boyles to return to regular session at 7:40 pm.

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

Mr. Pellegrin made a motion, seconded by Mr. Boyles to approve the following **EXCEPT FOR ITEMS 4484, 4485, 4486, and 4487, which must be voted on separately.**

**45-4000 PERSONNEL**

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

**4461 EMPLOYMENT – PAID COACHES**

The approval of the following coaching positions effective for the 2023-24 season pending WV certification and CIB verification if needed:

***Barrackville Elementary/Middle***

**C23 03 27 32**

Taylor Kerere      Volleyball/Assistant      SSAC

***East Fairmont High School***

**C23 03 27 01**

Shannon Beckman      Cheerleading/JV      SSAC

**C23 03 27 08**

Ian Hayhurst      Boys' Soccer      SSAC



**C23 03 27 04**Carissa Mullenax

Volleyball/Assistant

SSAC

**C23 03 27 05**David Webb

Golf

SSAC

**C23 03 27 10**Eric Wright

Girls' Soccer

SSAC

***East Fairmont Middle School*****C23 04 20 01**Clayton Brandli

Boys' Soccer

SSAC

**C23 03 27 34**Danelle Conaway

Girls' Cross Country

Sub Permit

**C23 03 27 33**Connie Conrad

Boys' Cross Country

SSAC

**C23 04 18 04**Erica Lawrence

Cheerleading/Assistant

Professional

**C23 04 20 03**Lucas Pammer

Girls' Soccer

SSAC

**C23 03 27 38**Jason VanGilder

Football/Assistant

SSAC

**C23 03 27 37**Scott Williams

Head Football

SSAC

***Fairmont Senior High School*****C23 03 27 19**Matthew Branch

Boys' Soccer/Assistant

SSAC

**C23 03 27 14**Desiree Hardway

Cheerleading/JV

SSAC

**C23 03 27 16**Scott Johnson

Head Volleyball

SSAC

**C23 03 27 22**Michael Mainella

Football/Assistant

SSAC

***Mannington Middle School*****C23 03 27 46**

<u>Vladimir Jean-Philippe</u>	Football/Assistant	SSAC
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**C23 03 27 45**

<u>Earl Layton</u>	Head Football	SSAC
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***North Marion High School*****C23 05 02 01**

<u>Alicia Cassell</u>	Volleyball/Assistant	SSAC
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**C23 03 27 28**

<u>Timothy Elliott</u>	Boys' Soccer	SSAC
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**C23 04 25 02**

<u>Samantha Hepner</u>	Cheerleading, Freshman	SSAC
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**C23 03 27 30**

<u>Kevin Masters</u>	Girls' Soccer/Assistant	SSAC
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**C23 03 27 26**

<u>Terry Starsick</u>	Football/Assistant	SSAC
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***West Fairmont Middle School*****C23 04 21 02**

<u>Collin Petonick</u>	Boy's Soccer/Assistant	Professional
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**C23 04 21 01**

<u>Andrew Wharton</u>	Boys' Soccer	SSAC
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**4462 VOLUNTEER - COACHES**

The approval of the following non-paid coaches effective for the 2023-24 season pending WV certification and CIB verification if needed:

***East Fairmont High School*****C23 03 27 66**

<u>Keira Hill</u>	Girls' Soccer/Volunteer	SSAC
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**C23 03 27 59**

<u>Kathleen Lantz</u>	Cheerleading/Volunteer	SSAC
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**C23 03 27 64**

<u>Ronald Martin</u>	Football/Volunteer	SSAC
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**C23 03 27 66**

<u>Kyra Miller</u>	Girls' Soccer/Volunteer	SSAC
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**C23 03 27 63**

Kevin Webb Golf/Volunteer SSAC

**C23 03 27 65**

Eric Wright Boys' Soccer/Volunteer SSAC

***East Fairmont Middle School***

**C23 05 18 01**

Tabitha Shupe Girls' Soccer/Volunteer SSAC

***Fairmont Senior High School***

**C23 03 27 67**

Jodi Arbogast Football/Volunteer SSAC

**C23 03 27 67**

John Wesley Ours Football/Volunteer SSAC

**C23 03 27 67**

Adam Pethtel Football/Volunteer SSAC

**C23 03 27 67**

Donnie Retton Football/Volunteer Professional

***North Marion High School***

**C23 04 06 72**

Cora Gum Girls' Soccer/Volunteer Professional

**4463 REASSIGNMENT – PAID COACHES**

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

From: To:

***Fairmont Senior High School***

<u>William Heston</u>	Tennis/Assistant	Boys' and Girl's Head Tennis <b>INTERIM</b> 2022-23 Season
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**4464 RESIGNATION – COACHES**

The approval of the following coaching resignations:

***Fairmont Senior High School***

Clara Deskins Boys' Tennis  
Effective: May 23, 2023

Clara Deskins Girls' Tennis  
Effective: May 23, 2023

**4465 PROFESSIONAL LEAVE**

The approval of the following:

Melinda Brown, Community Programs Facilitator, Barnes Learning Center, requests permission to attend Nita M. Lowey 21<sup>st</sup> CCLC 2023 Summer Symposium, in New Orleans, LA, from July 19, 2023-July 21, 2023.

To be funded by: 21<sup>st</sup> CCLC Summer Symposium

**4466 RESIGNATIONS – PROFESSIONAL PERSONNEL**

The approval of the professional resignations as follows:

Susan Brooks

Grade 2  
East Park Elementary School  
200 Days  
Effective: June 5, 2023

Alyssa Grubler

Grade 4  
Watson Elementary School  
200 Days  
Effective: June 30, 2023

Christine Holsopple

IEP Specialist/Special Education Liaison  
Central Office  
230 Days  
Effective: June 30, 2023

Loran Lowdermilk

Grade 6  
East Fairmont Middle School  
200 Days  
Effective: June 1, 2023

Salina Sherry

Sp Ed Multi Cat  
East Fairmont Middle School  
200 Days  
Effective: June 30, 2023

Amber Swiger

Social Studies  
Fairmont Senior High School  
200 Days  
Effective: June 1, 2023

Kristina Whitfield

Grade 4  
Watson Elementary School  
200 Days  
Effective: June 30, 2023

**4467 LEAVE OF ABSENCE – PROFESSIONAL PERSONNEL**

The approval of the following:

Olivia Bartic                      Teacher                      Monongah Middle School  
Request a leave of absence on May 5, 2023.

Brenda Cress                      Teacher                      North Marion High School  
Request a leave of absence on April 6, 2023, April 18-19, 2023, May 1, 2023, May 5, 2023, and May 15, 2023.

**4468 EMPLOYMENT – PROFESSIONAL PERSONNEL -SUMMER SOLE PROGRAM/EXTENDED SCHOOL YEAR/CREDIT RECOVERY/SUMMER CAMP PROGRAM**

The approval of the following:

***Blackshere Elementary School*****P23 05 23 01**

Karen Fox                                      Transitional Kindergarten AS NEEDED  
SUMMER CAMP PROGRAM

***East Fairmont High School*****P23 02 27 51**

Chad Davidson                      Teacher AS NEEDED  
CREDIT RECOVERY PROGRAM

***White Hall Elementary School*****P23 05 18 02**

Sarah Schwendeman                      Elementary Teacher AS NEEDED  
SUMMER SOLE PROGRAM

**4469 EMPLOYMENT – SUBSTITUTE TEACHER RENEWALS FOR THE 2023-24 SCHOOL YEAR**

The approval of the following substitute teacher renewals:

Harper, Micaela  
Shevchuck, Stacie

**4470 EMPLOYMENT – SUBSTITUTE TEACHERS FOR SUMMER PROGRAMS**

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

Charles Jordan                      Professional

Patricia Mascaro                      Professional

**4471 REASSIGNMENT – PROFESSIONAL PERSONNEL**

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

	From:	To:
<b><u>P23 05 09 01</u></b>	<b><i>Transfer List</i></b>	
<u>Tonya Moore</u>		Pre K Special Needs East Dale Elementary 200 Days Effective: 2023-24 SY

**4472 RESIGNATION – PROFESSIONAL PERSONNEL -CREDIT RECOVERY PROGRAM**

The approval of the following resignations:

<u>Barbara Haught</u>	Teacher AS NEEDED Credit Recovery Program East Fairmont High School Effective: May 11, 2023
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**4473 RESIGNATIONS – SERVICE PERSONNEL**

The approval of the service personnel resignations as follows:

<u>Melissa Kuhn</u>	Sp Ed Aide Monongah Elementary School 200 Days Effective: June 2, 2023
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<u>Virginia Starsick</u>	Custodian I/II Fairmont Senior High School 210 Days Effective: June 2, 2023
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**4474 LEAVE OF ABSENCE – SERVICE PERSONNEL**

The approval of the following:

<u>Amanda Dobbins</u>	Autism Mentor	East Park Elementary School
	Request a leave of absence from <u>May 23, 2023</u> to <u>June 1, 2023</u> .	

<u>Tina Hoffman</u>	Payroll Supervisor	Central Office
	Request a leave of absence from <u>May 18, 2023</u> to <u>May 19, 2023</u> .	

<u>Tina Hoffman</u>	Payroll Supervisor	Central Office
	Request a leave of absence on <u>May 26, 2023</u> .	

Jacob Hixenbaugh Custodian East Dale Elementary School  
Request a leave of absence on May 24, 2023.

Melanie Hughes LPN/Aide Fairview Elementary School  
Request a leave of absence **AS NEEDED** from February 9, 2023 to June 1, 2023.

Laura Frederick Cook East Fairmont High School  
Request a leave of absence on March 24, 2023, March 29, 2023, April 3, 2023, April 4, 2023, April 5, 2023, April 6, 2023, April 24, 2023, May 7, 2023-May 17, 2023 and May 18, 2023 to June 2, 2023.

Melissa Harr Cafeteria Manager West Fairmont Middle School  
Request a leave of absence on May 12, 2023.

Nichea Pyles Custodian Pleasant Valley Elementary School  
Request a leave of absence from May 19, 2023 to May 23, 2023.

Deborah Wright Custodian East Fairmont High School  
Request a leave of absence on May 26, 2023.

**4475 EMPLOYMENT – SERVICE PERSONNEL**

The approval of the following:

**S23 05 16 04**

Phoebe Brown Cook I/II-Half Time  
North Marion High School  
200 Days  
9:00 am-12:30 pm  
Effective: 2023-24 SY

**S23 05 16 03**

Rebecca Deusenberry Bus Operator #85  
Transportation Dept.  
200 Days  
5:55 am-8:20 am  
1:45 pm-4:15 pm  
Effective: 2023-24 SY

**4476 REASSIGNMENT – SERVICE PERSONNEL**

The approval of the following:

	From:	To:
<b><u>S23 05 09 01</u></b> <u>Kristina Ervin</u>	Autism Mentor-Itinerant West Fairmont Middle 200 Days 8:00 am-2:00 pm	ECCAT Pre-K East Dale Elementary 200 Days 8:00 am-3:30 pm Effective: 2023-2024 SY
<b><u>S23 05 16 01</u></b> <u>Janet Poling</u>	Secretary I/II West Fairmont Middle 220 Days 8:00 am-3:00 pm	Secretary/Accountant I/II West Fairmont Middle 220 Days 8:00 am-3:00 pm Effective: July 1, 2023
<b><u>S23 05 16 02</u></b> <u>Gary Pourbaix II</u>	Bus Operator #104 Transportation Dept. 200 Days 5:05 am-8:30 am 1:45 pm-4:30 pm	Bus Operator #58 Transportation Dept. 200 Days 5:40 am-8:45 am 2:00 pm-4:00 pm Effective: 2023-24 SY
<b><u>S23 05 09 01</u></b> <u>Amy Shipley</u>	<b><i>Transfer List</i></b>	ECCAT Pre-K East Dale Elementary 200 Days 8:00 am-3:30 pm Effective: 2023-2024 SY

**4477 EMPLOYMENT – SERVICE PERSONNEL- SUMMER SOLE PROGRAM/EXTENDED SCHOOL YEAR/CREDIT RECOVERY PROGRAM/SUMMER CAMP PROGRAM**

The approval of the following:

- AIDES      June 15, 2023-July 13, 2023**  
**(excluding June 19, June 20, and July 4)**  
**HOURS: 8:15 AM-2:15 PM**
  
- COOKS      June 14, 2023-July 12, 2023**  
**(excluding June 19, June 20, July 4<sup>th</sup>)**  
**HOURS 6:30 am-1:30 pm**



**CUSTODIANS June 15, 2023-July 13, 2022**  
**(excluding June 19, June 20, July 4)**  
**HOURS 8:00 AM-3:30 PM**

***Blackshere Elementary School***

**S23 05 11 01**

Samantha Efaw ECCAT-Itinerant AS NEEDED  
 SUMMER CAMP PROGRAM

***Jayenne Elementary School***

**S23 05 10 02**

Bailey James Aide-Itinerant AS NEEDED  
 SUMMER SOLE PROGRAM/ESY

***Monongah Elementary School***

**S23 05 23 01**

Petra Moore Aide-Itinerant AS NEEDED  
 SUMMER SOLE PROGRAM/ESY

***Pleasant Valley Elementary School***

**S23 05 05 02**

Nichea Pyles Custodian I/II AS NEEDED  
 SUMMER SOLE PROGRAM

**S23 05 10 06**

Shoshana Wilkinson LPN/Aide-Itinerant AS NEEDED  
 SUMMER SOLE PROGRAM/ESY

***Rivesville Elementary/Middle School***

**S23 05 03 07**

Seneka Teets Aide-Itinerant AS NEEDED  
 SUMMER SOLE PROGRAM/ESY

***Watson Elementary School***

**S23 05 10 10**

Ginger Arnett ECCAT-K-Itinerant AS NEEDED  
 SUMMER SOLE PROGRAM

**S23 05 10 10**

Jami Keener ECCAT-K-Itinerant AS NEEDED  
 SUMMER SOLE PROGRAM

**4478 EMPLOYMENT –SERVICE PERSONNEL -CTE PROGRAM**

The approval of the following:

**S23 05 05 01**

Michael Shane Efaw Custodian I/II AS NEEDED  
CTE PROGRAM  
Marion County Technical Center  
June 27, 2023-June 30, 2023  
8:00 am-3:30 pm

**4479 EMPLOYMENT – SUMMER SERVICE PERSONNEL-BUS OPERATORS**

The approval of the following:

**S23 05 12 01**

Glenn Beal Bus Operator AS NEEDED  
North Attendance Area  
SUMMER SOLE PROGRAM

**S23 05 05 06**

Daniel Thorn Bus Operator AS NEEDED  
West Attendance Area  
SUMMER SOLE PROGRAM

**4480 EMPLOYMENT – SUMMER SERVICE PERSONNEL-SUMMER MAINTENANCE**

The approval of the following:

<b>June 12-June 16</b>		<b>8 hour days</b>
<b>June 19-June 23</b>	<b>(excludes June 19 &amp; 20)</b>	<b>8 hour days</b>
<b>June 26-June 30</b>		<b>8 hour days</b>
<b>July 3-July 7</b>	<b>(excludes July 4)</b>	<b>8 hour days</b>
<b>July 10-July 14</b>		<b>8 hour days</b>
<b>July 17-July 21</b>		<b>8 hour days</b>
<b>July 24-July 28</b>		<b>8 hour days</b>
<b>July 31-August 4</b>		<b>8 hour days</b>

**HOURS: 7:30 am-3:30 pm**

**S23 04 20 01**

**Custodian IV-Floor Crew**

Jacob Sanson

**S23 05 19 01**

**Groundsman/General Maintenance**

Douglas Wyatt

**4481 REASSIGNMENT – SERVICE PERSONNEL-SUMMER SOLE PROGRAM**

The approval of the following:

	From:	To:
<u>Matthew Kerns</u>	<b><u>S23 04 26 02</u></b> Bus Operator AS NEEDED Fairmont Senior Attendance Area SUMMER SOLE PROGRAM	<b><u>S23 04 20 03</u></b> Groundsmans/ General Maintenance Maintenance Dept.
<u>Kelsie Villers</u>	<b><u>S23 04 25 01</u></b> Cook I/II AS NEEDED Watson Elementary SUMMER SOLE PROGRAM	<b><u>S23 05 11 02</u></b> ECCAT-Itinerant AS NEEDED Barrackville Elementary/Middle SUMMER CAMP PROGRAM

**4182 RETIREMENT – SERVICE PERSONNEL**

The approval of the service personnel retirements as follows:

Tammy Williams      Cook I/II-Half Time  
 White Hall Elementary  
 200 Days  
 Effective:    June 30, 2023

**4183 RESIGNATIONS – SUBSTITUTE SERVICE PERSONNEL**

The approval of the substitute service personnel resignations as follows:

Arthur Long      Substitute Bus Operator  
 Effective:    May 26, 2023

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

~~**PULLED 4484 SUSPENSIONS – PROFESSIONAL**~~

~~The approval of \_\_\_\_\_, \_\_\_\_\_, be suspended for 5 school days and to be served on May 22, 2023 – May 26, 2023 for Violation of the Employee Code of Conduct.~~

~~**PULLED 4485 SUSPENSIONS – PROFESSIONAL**~~

~~The approval of \_\_\_\_\_, \_\_\_\_\_, be suspended for 15 school days and to be served on May 22, 2023 – August 23, 2023 for Violation of the Employee Code of Conduct.~~

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

**4486 SUSPENSIONS – SERVICE**

The approval of Chad Groves, Custodian, to be terminated effective June 6, 2023 for Violation of the Employee Code of Conduct.

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

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

**4487 SUSPENSIONS – SERVICE**

The approval of Robert Pethal, bus driver, be suspended for 4 school days and to be served on May 24, 2023-May 30, 2023 for Leaving the driver's compartment with the keys in the ignition and students on the bus also leaving the scene of an accident.

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

**NAYS: 0**

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

***ITEMS 5063 – 5072 ONLY***

**42-5000 DISCUSSION – NEW POLICIES, REVISIONS & DELETIONS**

**First Review – 5-1-23**

**Second Review – 5-15-23**

**Third Reading – 6-5-23**

**5063- Policy 1662 - Anti-Harassment and Violence (New)**

**5064- Policy 3362 - Anti-Harassment and Violence (Revised)**

**5065- Policy 4362 - Anti-Harassment and Violence (Revised)**

**5066- Policy 5517 - Anti-Harassment and Violence (Revised)**

**5067- Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity (Revised)**

**5068- Policy 2260.01 – Section 504/ADA Prohibition Against Discrimination Based on Disability (Revised)**

**5069- Policy 3123 - Section 504/ADA Prohibition Against Disability Discrimination in Employment (Revised)**

**5070- Policy 4123 - Section 504/ADA Prohibition Against Disability Discrimination in Employment (Revised)**

**5071- Policy 3122 – Nondiscrimination and Equal Employment Opportunity (Revised)**

**5072- Policy 4122 – Nondiscrimination and Equal Employment Opportunity (Revised)**

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

**NAYS: 0**

REVIEW ONLY

**43-5000 DISCUSSION – NEW POLICIES, REVISIONS & DELETIONS**

**First Review – 5-15-23**

**Second Review – 6-5-23**

**Third Reading – 6-16-23**

**5073- Policy 1130 - Conflict of Interest (Revised)**

- 5074- Policy 3113 - Conflict of Interest (Revised)**
- 5075- Policy 4113 - Conflict of Interest (Revised)**
- 5076- Policy 6110 - Federal Funds (Revised)**
- 5077- Policy 6111 - Internal Controls (New)**
- 5078- Policy 6112 - Cash Management of Grants (New)**
- 5079- Policy 6114 - Cost Principles - Spending Federal Funds (New)**
- 5080- Policy 6116 - Time & Effort Reporting (New)**
- 5081- Policy 6325 - Procurement - Federal Grants/Funds (New)**
- 5082- Policy 6550 - Travel Payment & Reimbursement (Revised)**
- 5083- Policy 7300 - Disposition of Real Property (Revised)**
- 5084- Policy 7310 - Disposition of Surplus Property (Revised)**

REVIEW ONLY

**45-5000 DISCUSSION – NEW POLICIES, REVISIONS & DELETIONS**

**First Review – 6-5-23**

**Second Review – 6-16-23**

**Third Reading – 7-5-23**

- 5085- Policy 0141.2 - Conflict of Interest (Revised)**
- 5086- Policy 0148.1 – Board-Staff Communications (Revised)**
- 5087- Policy 0149 – Access to Records (Revised)**
- 5088- Policy 0142 – Qualifications (Revised)**
- 5089- Policy 5111.01 – Homeless Students (Replacement Policy)**
- 5090- Policy 8651 – Nonroutine Use of School Busses (Revised)**

**45-6000 SUPERINTENDENT’S REPORT**

- 2022 Scores – Meeting State Benchmarks**
- Growth Levels in Curriculum**
- Security Check Points – Update**
- Marion County Chamber – Young Leaders**
- Meeting with FSU – Dr. Davis**
- Teacher Cadet Program**
- Bids HVAC Project – EFMS**
- HVAC Project – NMHS – Update**
- 6 New buses added to Fleet**
- Enrollment – update**
- Employment – update**
- East West Statement – Project updates**

**45-7000 MATTERS FROM THE BOARD**

46-2553

**45-8000 LEGAL UPDATE**

**45-9000 FUTURE MEETINGS**

<b>DATE</b>		<b>PURPOSE</b>	<b>TIME</b>	<b>PLACE</b>
<b>June 16</b>	<b>Fri</b>	Regular Session	<b>1:00 pm</b>	Central Office
<b>July 5</b>	<b>Wed</b>	Regular Session	5:30 pm	Central Office
July 17	Mon	Regular Session	5:30 pm	Central Office
Aug 7	Mon	Regular Session	5:30 pm	Central Office
Aug 21	Mon	Regular Session	5:30 pm	Central Office

**ADJOURNED**

*Mr. Saunders made a motion, seconded by Mr. Pellegrin to adjourn at 8:15 pm.*

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

\_\_\_\_\_  
***Mrs. Donna Costello, President***

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

\_\_\_\_\_  
***Robin Haught, Executive Secretary***

State of West Virginia  
County of Marion

**REAL ESTATE LEASE AGREEMENT**

**WITNESSETH:**

This Lease Agreement (this " Lease") is made effective as of the 1st day of July, 2021 for the 2021-22 SY by and between Eric Efaw (Landlord"), and the Marion County Board of Education ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments and mutual covenants provided for in this Lease, does lease and demise to Tenant, and the Tenant in consideration of the use of the premises and the mutual covenants provided for in this Lease, does lease and take as tenant from the landlord the parking lot situated on certain land at High Street and Virginia Ave., Mannington, West Virginia and being more particularly described as " Property A".

**PREMISES DESCRIPTION.** A sketch of the Premises subject to this Lease is attached as an exhibit. The Premises consists of the parking lot with access from Virginia Ave. and having bordered by High St., the railroad right of way and a black structure owned by Hudson Funeral Home. The Premises consists only of the described parking lot. Any improvements situated on said P remises are reserved to the use of the Landlord or such tenant(s) as to which the Landlord shall lease said improvements (Landlord's other Tenant(s)).

**TERM.** The initial term of this Lease shall be for a period of One (1) year. The lease term will begin on July 01, 2019 at 12:01 a.m., and will terminate on June 30, 2024 and will continue as a series of one (1) year contracts until one party desires a change.

**RENEWAL TERMS:** The Tenant, not having been found in default of any of the terms of this Lease, shall have the right to renew this lease for an unlimited number of additional one (1) year terms. The tenant shall give written notice to the Landlord no later than sixty (60) days prior to the expiration of the term of the Lease or any renewal period there of if its intent to renew. The Lease terms and conditions during such renewal term shall be the same as those contained in this Lease.

**LEASE PAYMENTS.** Year one – The tenant shall pay to Landlord equal monthly payments of Four Hundred Dollars (400.00) per month, payable in advance on the first day of each month, for a total annual lease payment of Four Thousand Eight Hundred Dollars (\$4,800.00). Year two (2) through year three (3) – The tenant shall pay to Landlord equal monthly payments of Four Hundred Fifty Dollars (450.00) per month, payable in advance on the first day of each month, for a total annual lease payment of Four Thousand Eight Hundred Dollars (\$5,400.00). Year four (4) through year five (5) – The tenant shall pay to Landlord equal monthly payments of Five Hundred Dollars (500.00) per month, payable in advance on the first day of each month, for a total annual lease payment of Four Thousand Eight Hundred Dollars (\$6,000.00). The Tenant may, at their option, choose to pay the full annual lease payment for the term of the lease at the commencement of then current term, in lieu of making monthly payments. In the event that the Term of the Lease shall commence or terminate on a day other than the first or last day of a month, the rent for such partial month shall be prorated. Lease payments

shall be made to the Landlord at 42 Paige Dr., Mannington n, West Virginia 26582, which address may be changed from time to time by the Landlord.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. The Premises shall be in the same condition as at the commencement of the term, normal wear and tear excepted, and Tenant shall remove from the Premises all of its property.

**HOLDOVER.** If Tennant maintains possession of the Premises for any period after the termination of initial term or any renewal term of Lease (" Hold over Period"), Tenant shall pay to the Landlord a lease payment for the Holdover Period equal to Five Percent (5%) over the then current payment rate. If such holdover period occurs, the tenancy shall be continued month to month and shall be terminable by either party upon Thirty (30) days written notice to the other party.

**USE OF PREMISES.** Tenant may use the Premises only for the purpose of daily employee, school bus, Board of Education vehicle parking. The Premises may not be used for any other purpose without the prior written consent of Landlord, which shall not be unreasonably withheld.

**ASSIGNABILITY/SUBLETTING.** Tennant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

**TENANT'S PROPERTY.** All property placed on the Premises by, at the direction of, or with the consent of the Tenant, its employees, agents, licenses or invitees shall be at the risk of Tenant or the owner thereof; and Landlord shall not be liable for any loss of/or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of the negligent or willful acts or omissions of Landlord, it's agents, employees, or contactors.

**PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and their property, if any, located on the Premises. Landlord shall be named as an insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord' s interest in the Premises.

**LIABLITY INSURANCE.** Tenant shall maintain liability insurance through West Virginia Board of Risk and Insurance Management. If requested, Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

#### **MAINTENANCE.**

Landlord's obligations for maintenance shall include:

All other items of maintenance not specifically delegated to Tenant under this Lease.

Tenant's obligations for maintenance shall include:

The parking lot and side walk along Virginia Ave., including snow and ice removal and keeping the parking lot free of rubbish and other deleterious matter.



**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows: REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

**PERSONAL TAXES.** Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

**CONDEMNATION.** If the whole or any part of the Premises shall be taken or condemned for the remainder of the time in any term of this lease by any competent authority for any public or quasi-public use or purpose such as to render the Premises unsuitable for Tenant's use, then the term shall be terminated as of the date of acquisition of title by the condemning authority and rentals shall be apportioned accordingly. In such case, the condemnation award shall be paid to the Landlord. If the whole or any part of the Premises shall be taken or condemned for only a portion of any term of this lease and such period shall end before the expiration of that term, Tenant shall be entitled to the condemnation award or other compensation for the taking, but rent shall not abate.

**QUIET ENJOYMENT.** Notwithstanding any other provision of this Lease, Landlord agrees that Tenant shall quietly have, hold and enjoy the Premises for the term as herein stated, so long as Tenant is not in default.

**TERMINATION UPON INTENT TO SELL THE PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate Lease upon One Hundred and Twenty (120) days' written notice to Tenant of the intent to sell the Premises and documentation of the Landlord's receipt of a bona fide offer to purchase the property.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound, if Tenant files or has filed against it any petition or action for relief under any creditors, if Tenant enters receivership, or if the leasehold interest of Tenant is attached or levied upon. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within Ten (10) days (or any other obligation within Fifteen (15) days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (any right to which is hereby waived by Tenant), without prejudicing Landlord's right to seek damages and pursue its remedies at law or in equity, to recover all rents and additional rents due or thereafter accruing and pursue all other damages as are caused by Tenant's default. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all cost, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Landlord shall be in default of this Lease if Landlord fails to fulfill any lease obligation or term by which Landlord is bound and fails to cure such breach within Thirty (30) days after written notice of such default is provided by Tenant to Landlord. At Tenant's option, Tenant may terminate Lease immediately upon written notice of termination to Landlord. Tenant may cure the default by performing Landlord's obligation and Landlord shall become liable for all costs incurred in correcting the default within Thirty (30) days of the date of the invoice, or Tenant may seek equitable relief, including but not limited to specific performance. Tenant may recover all damages and expenses (including reasonable attorney

fees and expenses) suffered by Tenant by reason of Landlord's defaults and pursue any other remedies at law or in equity. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**MITIGATION.** In the event Landlord, shall terminate this Lease or otherwise take possession of the Premises due to default by Tenant, Landlord shall make every reasonable effort to relet the Premises and otherwise mitigate its damages, and any sums received from such reletting shall serve to reduce the amount due from Tenant.

**CUMULATIVE RIGHTS.** The rights of the parties under this lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**LANDLORD'S WARRANTY.** Landlord hereby represents and warrants that, as of the commencement date of this lease, Landlord owns fee simple or has obtained by separate lease or ongoing agreement, the right to use and/or lease to third parties the lands that constitute the demised premises and that Landlord has the full right, authority and power to enter and perform its obligations under the terms of this Lease. To the extent permitted by Law, Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Tenant may suffer or incur in connection with Landlord's breach of Landlord's obligations herein.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged Twenty-Five Dollars (\$25.00) for each check that is returned to Landlord for lack of sufficient funds.

**ALTERATIONS & IMPROVEMENTS; SIGNS.** Tenant shall have the obligation to conduct any modifications or improvements (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such improvements shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall have the right to erect reasonable and appropriate signage in accordance with the reasonable rules and regulations of the Landlord. All erections, additions, fixtures and improvements, except the movable property of the Tenant, shall become the Landlord's property and shall remain on the Premises, without compensation to the Tenant, upon termination, unless otherwise directed by Landlord as provided for in this paragraph. At the end of the lease term, if, and only if, Landlord request such, Tenant shall be obligated to remove such fixtures (at Tenant's expense), and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**ACCESS BY LANDLORD TO PREMISES.** Landlord shall have access to the Premises to make inspections, provide necessary services, make repairs or improvements or show the Premises to prospective buyers, mortgagees, tenants or workers.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use or misuse of the Premises. Tenant agrees to pay Landlord promptly for any damage to the Premises arising out of the Tenants use of the Premises.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or any bio-hazardous or other dangerous material that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics Liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that all such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

**CONTROVERSY:** The parties agree that any controversy or claim relating to this contract, including the construction or application of the contract will be heard in the Circuit Court of Marion County, West Virginia.

**SUBORDINATION OF LEASE.** This Lease is subordinate to the lien or encumbrance of any ground lease, mortgage or deed of trust that now exists, or may be given later by Landlord, with respect to the Premises.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by certified mail, postage prepaid, return receipt requested, and addressed as follows:

**LANDLORD:**

Name: Eric Efaw  
Address: 42 Paige Drive  
Mannington, WV 26582

**TENANT:**

Name: Marion County Board of Education  
Address: c/o the Superintendent of Schools  
Marion County Board of Education  
200 Gaston Avenue  
Fairmont, WV 26554

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**SUCCESSORS AND ASSIGNS.** The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective successors, heirs, legal representatives and assigns.

**MUTUAL WAIVER OF SUBROGATION.** For the purpose of waiver of subrogation, the parties mutually release and waive unto the other, all rights to claim damages, cost or expense for any injuries to persons (including death) or property caused by casualty of any kind in or about the Premises, if the amount of such damages has been paid by any insurance policy. All policies carried with respect to this Lease, to the extent permitted by law, shall contain a provision whereby the insurer waives, prior to loss, all rights of subrogation against either Landlord or Tenant.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of West Virginia.

46-2504

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by authorized representatives of both parties. The terms and conditions of this Lease supersede all previous agreements, oral or written.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

IN WITNESS WHEREOF the parties hereto have duly executed this Lease Agreement and have here to set their hands and seals as of the day and year first above written.

LANDLORD:

BY:

\_\_\_\_\_  
Eric Efaw, Landlord

DATE: \_\_\_\_\_

TENANT: Marion County Board of Education

BY:

\_\_\_\_\_  
Randall D. Farley, Superintendent  
For Marion County Board of Education

DATE: \_\_\_\_\_

BOARD APPROVED

AUG 15 2022

WITNESS:

\_\_\_\_\_

AGENDA  
Marion County Board of Education  
Special Session  
Wednesday, May 31, 2023  
**CENTRAL OFFICE**  
4:00 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 Wednesday, May 31, 2023 at 4:00 pm.

President Mrs. Costello called the meeting to order at 4:00 pm

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

**44-4000 PERSONNEL- HEARING**

**Mr. Pellegrin made a motion, seconded by Mr. Boyles to go into executive session at 5:18.**

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

**Mr. Pellegrin made a motion, seconded by Mr. Boyles to return to regular session at 5:32.**

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

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

**44-4460 PERSONNEL**

The Superintendent recommends that Marcie Rennie not be added to the Amended List of Renewal of Contracts-Professional Personnel for the 2023-2024 School Year as submitted and approved by the board on May 1, 2023.

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

**44-9000 FUTURE MEETINGS**

DATE	PURPOSE	TIME	PLACE
June 5	Mon Regular Session	6:00 pm	Central Office
<b>June 16</b>	<b>Fri</b> Regular Session	<b>1:00 pm</b>	Central Office
<b>July 5</b>	<b>Wed</b> Regular Session	6:00 pm	Central Office
July 17	Mon Regular Session	6:00 pm	Central Office

**ADJOURNED**

*Mr. Pellegrin made a motion, seconded by Mr. Saunders to adjourn at 5:40 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***

46-255

## INVOICE

**Date:** June 12,2023

**From:** Mannington Board of Parks & Recreation  
PO Box 143  
Mannington, WV 26582

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

**Amount:** \$12,000.00

This invoice is a request for the annual payment from Marion County Board of Education to the Mannington Board of Parks and Recreation in the amount of \$12,000.00.

Thank You,



Heather Fluharty

Accounts Payable- Mannington Park Board

46-255

**St. Patrick Catholic Church  
204 Furbee Avenue  
Mannington, WV 26582**

**2023-2024 LEASE AGREEMENT – PARKING LOT**

St. Patrick Catholic Church agrees to lease the parking lot on the corner of Furbee Ave. and Locust Street to the Marion County Board of Education, 1516 Mary Lou Retton Drive, Fairmont, WV 26554 for the 2023-2024 School Year.

Cars may be parked from 7:00 am to 4:00 pm on school days from August 1, 2023 through June 30, 2022. Exceptions are when the church has a funeral, or another church function. The church secretary will call the school on the day before to advise teachers not to use the lot until the afternoon because of the funeral. Other church function will be reported to the school secretary on the day before. On the six Thursdays of Lent the Churches of Mannington use the Catholic church hall to provide a Lenten Luncheon from 12:00 to 1:00 pm. Teachers will be able to use the lot after the function. No overnight parking will be permitted. The parking spaces against the main church building will be reserved for the church secretaries and other Parish business. The lot may also be used for after school activities such as PTC, Show Stoppers concerts, and evening rehearsals.

The agreed sum of \$200 per month for the entire lot will be satisfactory. The rent price will be negotiated on a yearly basis.

\_\_\_\_\_ Date \_\_\_\_\_ Pastor

\_\_\_\_\_ Date \_\_\_\_\_ Superintendent

\_\_\_\_\_ Date \_\_\_\_\_ Principal

St. Patrick Catholic Church will not be responsible for accidents or theft or damage.



11.19541.441.214  
**REAL ESTATE LEASE AGREEMENT**

**WITNESSETH:**

This Lease Agreement (this "Lease") is made effective as of the First day of July, 2019 by and between Knights of Pythias ("Trustees"), and the Marion County Board of Education ("Tenant"). The parties agree as follows:

**PREMISES.** Trustees, in consideration of the lease payments and mutual covenants provided for in this Lease, does lease and demise to Tenant, and the Tenant in consideration of the use of the premises and the mutual covenants provided for in this Lease, does lease and take as tenant from the Trustees, the parking lot situated by Watson Elementary, 1579 Mary Lou Retton, Fairmont, West Virginia and being more particularly described as "Property A".

**PREMISES DESCRIPTION.** The Premises consists of the parking lot with access from Mary Lou Retton Drive. The Premises consists only of the described parking lot. Any improvements situated on said Premises are reserved to the use of the Trustees or such tenant(s) as to which the Trustees shall lease said improvements Trustees', Other Tenant(s).

**TERM.** The initial term of this Lease shall be for a period of One (1) year. The lease term will begin on July 01, 2019 at 12:01 a.m., and will terminate on June 30, 2024 and will continue as a series of 1 year contracts until one party desires a change.

**RENEWAL TERMS.** The Tenant, not having been found in default of any of the terms of this Lease, shall have the right to renew this lease for an unlimited number of additional one (1) year terms. The tenant shall give written notice to the Trustees no later than sixty (60) days prior to the expiration of the term of the Lease or any renewal period there of if its intent to renew. The Lease terms and conditions during such renewal term shall be the same as those contained in this Lease.

**LEASE PAYMENTS.** Tenant shall pay to Trustees equal monthly payments of Four Hundred Dollars (\$400.00) per month, payable in advance on the first day of each month, for a total annual lease payment of Four Thousand Eight Hundred Dollars (\$4,800.00). The Tenant may, at their option, choose to pay the full annual lease payment for the term of the lease at the commencement of then current term, in lieu of making monthly payments. In the event that the Term of the Lease shall commence or terminate on a day other than the first or last day of a month, the rent for such partial month shall be prorated. Lease payments shall be made to the Trustees at Knights of Pythias, 1573 Mary Lou Retton Drive, Fairmont, W.V. 26554, which address may be changed from time to time by the Trustees.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Trustees on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. The Premises shall be in the same condition as at the commencement of the term, normal wear and tear excepted, and Tenant shall remove from the Premises all of its property.

**HOLDOVER.** If Tennant maintains possession of the Premises for any period after the termination of initial term or any renewal term of Lease ("Holdover Period"). Tenant shall pay to the Trustees a lease payment for the Holdover Period equal to Five Percent (5%) over the then current payment rate. If such holdover period occurs, the tenancy shall be continued month to month and shall be terminable by either party upon Thirty (30) days written notice to the other party.

**USE OF PREMISES.** Tenant may use the Premises only for the purpose of visitors, daily employees, school bus, Board of Education vehicle parking. The Premises may not be used for any other purpose without the prior written consent of Trustees, which shall not be unreasonably withheld.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises without the prior written consent of Trustees, which shall not be unreasonably withheld.

**TENANT'S PROPERTY.** All property placed on the Premises by, at the direction of, or with the consent of the Tenant, its employees, agents, licenses or invitees shall be at the risk of Tenant or the owner thereof; and Trustees shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of the negligent or willful acts or omissions of Trustees, its agents, employees, or contractors.

**PROPERTY INSURANCE.** Trustees and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and their property, if any, located on the Premises. Trustees shall be named as an insured in such policies. Tenant shall deliver appropriate evidence to Trustees as proof that adequate insurance is in force. Trustees shall have the right to require that the Trustees receive notice of any termination of such insurance policies. Tenant shall also maintain any other insurance which Trustees may reasonably require for the protection of Trustees' interest in the Premises.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance through West Virginia Board of Risk and Insurance Management. If requested, Tenant shall deliver appropriate evidence to Trustees as proof that adequate insurance is in force. Trustees shall have the right to require that the Trustees receive notification of any termination of such insurance policies.

**MAINTENANCE.**

Trustees' obligations for maintenance shall include:

All other items of maintenance not specifically delegated to Tenant under this Lease.

Tenant's obligations for maintenance shall include:

The parking lot and sidewalk along Mary Lou Retton Drive, including snow and ice removal and keeping the parking lot free of rubbish and other deleterious matter.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Trustees shall pay all real estate taxes and assessments for the Premises.

**PERSONAL TAXES.** Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

**CONDEMNATION.** If the whole or any part of the Premises shall be taken or condemned for the remainder of the time in any term of this lease by any competent authority for any public or quasi-public use or purpose such as to render the Premises unsuitable for Tenant's use then the term shall be terminated as of the date of acquisition of title by the condemning authority and rentals shall be apportioned accordingly. In such case, the condemnation award shall be paid to the Trustees. If the whole or any part of the Premises shall be taken or condemned for only a portion of any term of this lease and such period shall end before the expiration of that term, Tenant shall be entitled to the condemnation award or other compensation for the taking, but rent shall not abate.

**QUIET ENJOYMENT.** Notwithstanding any other provision of this Lease, Trustees agrees that Tenant shall quietly have, hold and enjoy the Premises for the term as herein stated, so long as Tenant is not in default.

9-1  
TERMINATION UPON INTENT TO SELL THE PREMISES. Notwithstanding any other provision of this Lease, Trustees may terminate Lease upon One Hundred and Twenty (120) days' written notice to Tenant of the intent to sell the Premises and documentation of the Trustees' receipt of a bona fide offer to purchase the property. 46-250

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound, if Tenant files or has files against it any petition or action for relief under any creditors, if Tenant enters receivership, or if the leasehold interest of Tenant is attached or levied upon. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within Ten (10) days (or any other obligation within Fifteen (15) days) after written notice of such default is provided by Trustee to Tenant. Trustees may take possession of the Premises without further notice (any right to which is hereby waived by Tenant), without prejudicing Trustees' right to seek damages and pursue its remedies at law or in equity, to recover all rents and additional rents due or thereafter accruing and pursue all other damages as are caused by Tenant's default. In the alternative, Trustees may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all cost, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Trustee by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Trustees shall be in default of this Lease if Trustees fails to fulfill any lease obligation or term by which Trustees is bound and fails to cure such breach within Thirty (30) days after written notice of such default is provided by Tenant to Trustees. At Tenants option, Tenant may terminate Lease immediately upon written notice of termination to Trustees. Tenant may cure the default by performing Trustees' obligation and Trustees shall become liable for all costs incurred in correcting the default within Thirty (30) days of the date of the invoice, or Tenant may seek equitable relief, including but not limited to specific performance. Tenant may recover all damages and expenses (including reasonable attorney fees and expenses) suffered by Tenant by reason of Trustees' defaults and pursue any other remedies at law or in equity. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

MITIGATION. In the event Trustees, shall terminate this Lease or otherwise take possession of the Premises due to default by Tenant, Trustees shall make every reasonable effort to relet the Premises and otherwise mitigate its damages, and any sums received from such reletting shall serve to reduce the amount due from Tenant.

CUMULATIVE RIGHTS. The rights of the parties under this lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

TRUSTEES' WARRANTY. Trustees hereby represents and warrants that, as of the commencement date of this lease, Trustees owns fee simple or has obtained by separate lease or ongoing agreement, the right to use and/or lease to third parties the lands that constitute the demised premises and that Trustees has the full right, authority and power to enter into and perform its obligations under the terms of this Lease. To the extent permitted by Law, Trustees agrees to indemnify, hold harmless, and defend Tenant from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Tenant may suffer or incur in connection with Trustees' breach of Trustees' obligations herein.

NON-SUFFICIENT FUNDS. Tenant shall be charged Twenty-Five Dollars (\$25.00) for each check that is returned to Trustees for lack of sufficient funds.

ALTERATIONS & IMPROVEMENTS; SIGNS. Tenant shall have the obligation to conduct any modifications or improvements (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such improvements shall be undertaken and such fixtures may be erected only with the prior written consent of the Trustees which shall not be unreasonably withheld.

Tenant shall have the right to erect reasonable and appropriate signage in accordance with the reasonable rules and regulations of the Trustees. All erections, additions, fixtures and improvements, except the movable property of the Tenant, shall become the Trustees' property and shall remain on the Premises, without compensation to the Tenant, upon termination, unless otherwise directed by Trustees as provided for in this paragraph. At the end of the lease term, if, and only if, Trustees request such, Tenant shall be obligated to remove such fixtures (at Tenant's expense), and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**ACCESS BY TRUSTEES TO PREMISES.** Trustees shall have access to the Premises to make inspections, provide necessary services, make repairs or improvements or show the Premises to prospective buyers, mortgagees, tenants or workers.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Trustees from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Trustees may suffer or incur in connection with Tenant's use or misuse of the Premises. Tenant agrees to pay Trustees promptly for any damage to the Premises arising out of the Tenants use of the Premises.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or any bio-hazardous or other dangerous material that might be considered hazardous by a responsible insurance company, unless the prior written consent of Trustees is obtained and proof of adequate insurance protection is provided by Tenant to Trustees.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that all such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

**CONTROVERSY.** The parties agree that any controversy or claim relating to this contract, including the construction or application of the contract will be heard in the Circuit Court of Marion County, West Virginia.

**SUBORDINATION OF LEASE.** This Lease is subordinate to the lien or encumbrance of any ground lease, mortgage or deed of trust that now exists, or may be given later by Trustees with respect to the Premises.

**NOTICE** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by certified mail, postage prepaid, return receipt requested, and addressed as follows

**TRUSTEES:**

Name: Knights of Pythias  
Address: 1573 Mary Lou Retton Dr.  
Fairmont, WV 26554  
304-366 6190

**TENANT:**

Name: Marion County Board of Education  
Address: c/o the Superintendent of Schools  
Marion County Board of Education  
1516 Mary Lou Retton Drive  
Fairmont, WV 26554

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**SUCCESSORS AND ASSIGNS** The provisions of this Lease shall bind and inure to the benefit of Trustees and Tenant, and their respective successors, heirs, legal representatives and assigns.

**MUTUAL WAIVER OF SUBROGATION.** For the purpose of waiver of subrogation, the parties mutually release and waive unto the other, all rights to claim damages, cost or expense for any injuries to persons

(including death) or property caused by casualty of any kind in or about the Premises, if the amount of such damages has been paid by any insurance policy. All policies carried with respect to this Lease, to the extent permitted by law, shall contain a provision whereby the Insurer waives, prior to loss, all rights of subrogation against either Trustees or Tenant.

46-255

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of West Virginia.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by authorized representatives of both parties. The terms and conditions of this Lease supersede all previous agreements, oral or written.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

IN WITNESS, WHEREOF the parties hereto have duly executed this Lease Agreement and have here to set their hands and seals as of the day and year first above written.

TRUSTEES:  
BY:

\_\_\_\_\_  
FRED BURCH

DATE: \_\_\_\_\_

\_\_\_\_\_  
LYLE DALLISON

DATE: \_\_\_\_\_

\_\_\_\_\_  
ALLEN COLE

DATE: \_\_\_\_\_

TENANT: Marion County Board of Education

BY:

\_\_\_\_\_  
RANDALL D. FARLEY, SUPERINTENDENT  
FOR MARION COUNTY BOARD OF EDUCATION

DATE: \_\_\_\_\_

✓N/3071

46-255

LEASE 9676.71

10.15.20 11:40

To: Marion County Board of Education

From: Knights of Pythias, Fairmont Lodge #15

Date: August 12, 2020

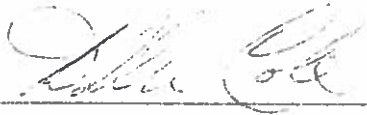
Re: Addendum to lease agreement

At this time as the trustee appointed for the Knights of Pythias, Fairmont Lodge #15 I am writing this for the purpose of an addendum to the lease agreement for the parking lot located at 1573 Mary Lou Retton Drive, Fairmont, WV. It was previously agreed that the payment would be made to our lodge. I wish for this to be changed to Hope Temple #71, Pythian Sisters from here forward. The new check should be mailed to Stacia DeMoss, 120 Joy Way, Fairmont, WV 26554.

If this should change in the future I will again provide written notice.

Thank you,

Allen Cole



K of P Lodge # 15

46-255

# INVOICE



**Scalise Industries**  
 PO Box 611  
 Lawrence, PA 15055  
 Phone: 724.746.5400 Fax: 724.746.5410  
 www.scaliseindustries.com

**INVOICE #:** 955001525  
**INVOICE DATE:** 03/02/23  
**CUSTOMER NUMBER:** 1030248  
**INVOICE TOTAL:** \$ 116,176.00  
**DUE DATE:** 04/01/23  
**TERMS:** NET 30

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

**For work performed at:**  
 East Dale Elementary School  
 57 E Dale Road,  
 Fairmont, WV 26554

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<b>SERVICE ORDER #:</b>	<b>55001382</b>	<b>PO NUMBER:</b>	<b>Quote</b>
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**QUOTED PRICE:** 116,176.00

*S*  
*6/5/23*

**Description of Work/Comments:**  
 SV 220481 Add Eastdale to the county IVU page. connect VAV boxes. to IVU system.  
 Provide and install 1 carrier controller for integration into the new Daikin RTU  
 0 RTU and BACnet card provided by others. Provide and install system level  
 graphics for the RTU-VAVs and the electric heat panels. Provide a Carrier  
 controller for EF-2 Start-Stop and status. Start test and tune the control  
 system. Provide 2 hours of owner training. Provide a 1 year warranty. Fire alarm  
 work. Dampers VFDs and HVAC equipment

**SERVICE ORDER TOTAL:** 116,176.00  
**NET INVOICE AMOUNT:** 116,176.00

**REMIT TO: EMCOR Services Scalise Industries PO Box 611, Lawrence, PA 15055**

Payments will be made within thirty (30) days of the date invoiced. Late payments received after the date on which they are due will be subject to interest at a rate of one percent (1%) per month, or any part thereof until payment is received.

DELIVERY METHOD: Email





46-255



# CHILD NUTRITION

*Terri Atha  
School Nutrition Program Director  
Marion County Board of Education  
Marionboe.com*

To: Dr. Donna Heston, Superintendent  
DATE: June 6, 2023  
SUBJECT: RFP Ground Beef

The following were received for the RFP for Ground Beef for Marion County for the 23-24 school year.

Chapman Farms LLC – No RFP  
Wayne Cattle Co. – No RFP  
Keen Quality Meats – No RFP  
Short Family Farm – RFP \$4.15 per pound plus \$75 delivery fee (\$4.25 per pound)

Terri Atha  
School Nutrition Program Director



# CHILD NUTRITION

Marion County Board of Education  
 Office of Child Nutrition  
 500 11<sup>th</sup> Street  
 Fairmont, West Virginia 26554

Terri Atha  
 School Nutrition Program Director  
 304-367-2106  
[www.mcbechildnutrition.com](http://www.mcbechildnutrition.com)

June 2, 2023

## SCORING MATRIX FOR LOCAL BEEF PROPOSALS

CRITERIA	VENDOR 1	VENDOR 2	VENDOR 3	VENDOR 4
Vendor Name	Chapman Farms LLC	Wayne Cattle Co.	Keen Quality Meats	Short Family Farm
License Provided - 15 Points				15
80/20 Product Quote - 15 Points				15
Ability to Deliver as Requested- 15 Points				15
Packaging Specified - 15 Points				15
Cost			40	\$4.15 # (.0980) \$ + \$75 delivery fee = 4.25 #
Total Points	0	0	0	100

2.3-24

Sharon Bay

### Individual Soliciting Information

Vendor Name, Address Phone	Individual's Name and Position	Description of Goods and Services Including Quantity and other Pertinent Terms	Date of Contact	Method of Contact	Discussion with Vendor	Price Quote	Final Price
Chapman Farms LLC 322 Chapman Rd Duck, WV 25073	Farm manager	5 Deliveries - Sept., Nov., Jan., March, May Ground Chuck 80/20 760# per delivery - one drop location	5-5-23	Phone 304-618- 0670	Specifics of product & Delivery	email: Chapman Farms LLC @ gmail.com	Farmers @ gmail.com
<del>Wayne</del> Wayne Cattle Co. 8976 Charpie Rd Cassaway WV 26624	Sara Wayne owner	5 Deliveries - Sept., Nov, Jan, March, May - Ground Chuck 80/20 - 760# per delivery Drop @ maintenance	5-5-23	Phone 304-689- 6305	Specifics on product & delivery also price of previous vendor	Saved by @ rocket mail.com	9MEC 08 @ rocket mail.com
Keen Quality Meats 645 Trace Rd. Newton, WV 25266	Jeremy Keen owner	5 Deliveries - Sept., Nov, Jan, March, May - Ground Chuck 90/20 - 760# per delivery drop @ maintenance	5-5-23	Phone 304-665- 2200	Specifics on product & delivery - distance between countries	skcen@frontier.net	skcen@frontier.net, net
Short Farms	Elden Short owner	5 Deliveries Sept., Nov, Jan, March May, Ground Chuck 80/20 760# per delivery one drop	5-5-23	304-940- 1993	Specifics on product / delivery	shortsfamilyfarm19 @ gmail.com	shortsfamilyfarm19 @ gmail.com

46-2559

23-24 beef bid

Eldon Short <shortsfamilyfarm19@gmail.com>

Fri 5/26/2023 10:39 AM

To: Terri Atha <tlrichar@k12.wv.us>

📎 2 attachments (4 MB)

West Virginia Department of Agriculture.pdf; 9322.jpg;

[EXTERNAL SENDER]: Do not click links, open attachments or reply to this email unless you recognize the sender and know the content is safe.

Short's Family Farm would like to submit our bid of \$4.15 per pound with a \$75 delivery fee for the 2023-2024 school year. We will make five deliveries of 760 pounds 80/20 ground beef on the projected dates. It will be vacuumed packed in 10 pound bags with 4 to a case for a total of 19 cases. We are licensed with the meat and poultry distributors (see attachment), inspected, and insured. Our farm is located at 2382 Left Fork Crane Run Road Troy, WV 26443. Thanks

**MEMORANDUM OF UNDERSTANDING**

46-2560

**WVEIS TECHNICAL SUPPORT SERVICES**

The Harrison County Board of Education and The Marion County Board of Education

This Agreement made and entered into on this \_\_\_\_ day of \_\_\_\_\_ between the Harrison County Board of Education (hereinafter called "Service Provider"), and the Marion County Board of Education (hereinafter called "Board").

WHEREAS, the Board desires to contract with Service Provider for services in conjunction with WVEIS Technical Support and Assistance;

NOW, therefore, based upon the mutual promises contained herein, it is hereby agreed that Service Provider will provide the following contracted services:

**Service Provider's responsibility for WVEIS technical services including but not limited to WVEIS 2.0; EMS, HMS and FMS:**

1. Assist with user ID's and menu access
2. Assist with passwords
3. Assist with creating and running Sequel queries
4. Assist with creating and running Formsprints
5. Assist technicians with device numbers and printing issues
6. Assist with import/export functionality
7. Assist with integration and troubleshooting issues with other Board approved systems (i.e. PowerSchool, TSSI, E-school Mall, etc.)
8. Train county personnel on systems and use of WVEIS as needed.
9. Other WVEIS issues as agreed upon

**The Board's responsibility:**

- Pay a quarterly service fee of \$ 1,213.00 (Sept 30, Dec 31, March 31, June 30). Total annual fees approximate \$4852.
- Reimburse any travel related costs directly to the person providing the training session.

The term of this agreement shall commence **07/01/2023** and continue through and including **06/30/2024** during which time Service Provider shall perform the services provided herein.


**This Agreement supersedes all previous agreements, oral or written between the parties, and/or any other agreements concerning the services mentioned herein, and embodies the complete agreement between the parties.**

\_\_\_\_\_  
Superintendent/Marion County Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent/Harrison County Schools

\_\_\_\_\_  
Date



46-2561

**MEMORANDUM**

06/06/23

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

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

**SUBJECT:** BOARD APPROVAL

**CC:** KATHY CYPHERS

**REQUEST:** to provide WVEIS training

**VENDOR:** Christine Holsopple

**AMOUNT:** \$37.94 hourly not to exceed 180 hours

**FUNDING SOURCE:** IDEA Funds





# MARION COUNTY BOARD OF EDUCATION

1516 Mary Lou Retton Drive, Fairmont, WV 26554

Special Services Department

304-367-2139 Fax: 304-367-8976

## Terms of Service

This agreement made and entered into on the \_\_\_ day of \_\_\_\_\_, 2023 by and between **Christine Holsopple**, party of the first part, hereinafter referred to as "Service Provider" and Marion County Board of Education, 1516 Mary Lou Retton Drive, Fairmont, WV 26554, party of the second part, hereinafter referred to as "County."

**WHEREAS**, the Service Provider hereby agrees to provide consultative services to the pupil services department to provide assistance and training with the West Virginia Education Information System and other duties assigned by the Supervisor of Pupil Services.

**PERIOD OF TERM:** Beginning July 1, 2023 through August 30, 2023

**Calculation of Fees/Compensation:** Payment will be made upon receipt of an itemized billing statement documenting the date, project task, consultative meeting and/or professional development provided. These statements shall be delivered to the Marion County Board of Education Department of Pupil Services on a monthly basis. Fees for professional services are calculated on the time spent by the Service Provider multiplied by the relevant hourly rate. The hourly rate is applied to all work done on the Boards behalf. The hourly rate for Service Provider's professional service is \$37.94. The contract shall not exceed the contract total of 180 hours. The Service Provider will be compensated for travel from the central office to any schools aligned with the LEAs compensation for travel. Services will be paid monthly from IDEA funds upon submission of invoice.

### **Services Provided:**

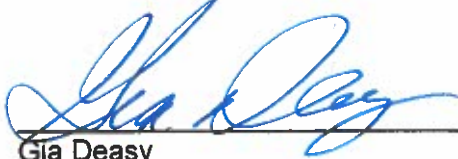
1. Perform all of the required services as aforementioned in an efficient and appropriate manner.
2. The Service Provider agrees to provide services and documentation aligned with those predetermined tasks by the Supervisor of Pupil Services.
3. The Service Provider will submit a monthly mileage report from the Central Office to designated schools. In county travel expenses will be aligned with the current rate.
4. The Service Provider will work in contact with and report all activities to the Marion County Board of Education Supervisor of Pupil Services.

5. The Service Provider will maintain communication with the county via email and face to face meetings to ensure accurate timelines for projects and services.
6. The Service Provider agrees to abide by the West Virginia Regulations for the Education of Exceptional Students and the Federal Individuals with Disabilities Education Act, and any revisions or modifications thereto.
7. The Service Provider will be responsible for maintaining appropriate confidentiality for all information. Breaches of confidentiality will be grounds for the immediate termination of the contract.
8. **THIS AGREEMENT** constitutes the entire contract between the service provider and the County with respect to services covered by the agreement and no representation or statements not expressed herein shall be binding. The terms and conditions herein shall prevail notwithstanding any variance.

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

  
\_\_\_\_\_  
Christine Holsopple  
Professional Service Provider

6-7-23  
Date

  
\_\_\_\_\_  
Gia Deasy  
Administrative Assistant of Special Services

6-6-23  
Date

\_\_\_\_\_  
Dr. Donna Heston  
Superintendent

Date

\* Services are funded through the Federal Idea Funds.





46-2562

**MEMORANDUM**

06/06/23

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

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

**SUBJECT:** BOARD APPROVAL

**CC:** KATHY CYPHERS

**REQUEST:** to provide contracted services

**VENDOR:** Gia Deasy

**AMOUNT:** \$54.31 per hour not to exceed 240 hours

**FUNDING SOURCE:** IDEA Funds





# MARION COUNTY BOARD OF EDUCATION

1516 Mary Lou Retton Drive, Fairmont, WV 26554

Special Services Department

304-367-2139 Fax: 304-367-8976

## Terms of Service

This agreement made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between **Gia Deasy**, party of the first part, hereinafter referred to as "Service Provider" and Marion County Board of Education, 1516 Mary Lou Retton Drive, Fairmont, WV 26554, party of the second part, hereinafter referred to as "County."

**WHEREAS**, the Service Provider hereby agrees to provide consultative services to the pupil services department in the areas of: data submissions, staffing considerations, special education services, professional development, budget alignments, procedures and protocols for ensuring compliance in the area of 504 plans, IEPs, evaluations, homebound, and nursing services.

**PERIOD OF TERM:** Beginning July 1, 2023 through June 30, 2024

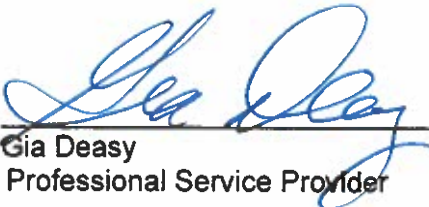
**Calculation of Fees/Compensation:** Payment will be made upon receipt of an itemized billing statement documenting the date, project task, consultative meeting and/or professional development provided. These statements shall be delivered to the Marion County Board of Education Department of Pupil Services on a monthly basis. Fees for professional services are calculated on the time spent by the Service Provider multiplied by the relevant hourly rate. The hourly rate is applied to all work done on the Boards behalf. The hourly rate for Service Provider's professional service is \$54.31. The contract shall not exceed the contract total of 240 hours. The Service Provider will be compensated for travel from the central office to any schools aligned with the LEAs compensation for travel. Services will be paid monthly from IDEA funds upon submission of invoice.

### **Services Provided:**

1. Perform all of the required services as aforementioned in an efficient and appropriate manner.
2. Perform tasks and provide data related to the county's obligation in addressing compliance, achievement, reporting, and professional development for students with exceptionalities and special needs.
3. The Service Provider agrees to provide services and documentation aligned with those predetermined tasks by the Supervisor of Pupil Services.

4. The Service Provider will submit a monthly mileage report from the Central Office to designated schools. In county travel expenses will be aligned with the current rate.
5. The Service Provider will work in contact with and report all activities to the Marion County Board of Education Supervisor of Pupil Services.
6. The Service Provider will maintain communication with the county via email and face to face meetings to ensure accurate timelines for projects and services.
7. The Service Provider agrees to abide by the West Virginia Regulations for the Education of Exceptional Students and the Federal Individuals with Disabilities Education Act, and any revisions or modifications thereto.
8. The Service Provider will be responsible for maintaining appropriate confidentiality for all information. Breaches of confidentiality will be grounds for the immediate termination of the contract.
9. **THIS AGREEMENT** constitutes the entire contract between the Service Provider and the County with respect to services covered by the agreement and no representation or statements not expressed herein shall be binding. The terms and conditions herein shall prevail notwithstanding any variance.

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

  
\_\_\_\_\_  
Gia Deasy  
Professional Service Provider

6/6/23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Donna Heston  
Superintendent

\_\_\_\_\_  
Date

\* Services are funded through the Federal Idea Funds.





# Precision Services, Inc.

46-2563

*For Quality You Can Depend On, Guaranteed!*

## JOB ESTIMATE

Date 6/7/2023

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

Attn: Robin Haught

We are pleased to submit the following Job Estimate:

**JOB DESCRIPTION: Image 13 file cabinets and 13 Boxes of Personnel Records**

QUANTITY	DESCRIPTION	PRICE	TOTAL
288,600.00	Estimated # of Documents - 8.5"x11" Scanning *	0.0840	24,242.40
485.00	Estimated Document Preparation Hours	10.622	5,151.67
3.00	Estimated Master DVD's	45.74	137.22
3.00	Estimated Duplicate DVD's	15.52	46.56
411,840.00	Estimated # keystrokes - Indexing **	0.0090	3,706.56
103.00	Estimated Document Shredding - Optional	6.28	646.84
0.00	Transportation of Documents - per mile	0.64	0.00
	<b>Total Estimated Cost</b>		<b>33,931.25</b>

**NOTES: FIRM PRICES Per Unit of work performed: \$0.084(per scan), \$10.622(per hour), and etc.**

**This is only an estimate and the actual cost to image these records may be more or less.**

\* Estimated 288,600 pages (1,443 inches x 200 pages/inch)

\*\* Estimated 411,840 keystrokes (8,580 files x 24 keystrokes/file x 2 (for DBI))  
DBI = Double Blind Indexing

483 Elk River Road - Gassaway, WV 26624 - (304) 364-3500, Fax (304) 364-3501

46-2564



*C. Norman*  
*6/12/2023*

**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

June 12, 2023

Ms. Haught,

Please place the following item on the Marion County Board of Education Agenda for board approval as a request from the Transportation Department to purchase radios for our newly purchased Blue Bird Buses.

This request consists of the purchase of a

- a. 6 new radios
- b. 6 GPS mounts
- c. 6 Mobile Mic's
- d. 6 Antenna Rods
- e. Installation (See Attachment)

1) **Funding:** Marion County Schools Transportation Department

2) **Product:** Bearcom/Motorola

3) **Amount:** \$12,297.50

4) **Additional Bids:** The new bus radio system will need to match our current county wide bus radio system. We utilized the Motorola Bus Representative for our regional area.

# Proposal

Quote Number: 590523  
 Quote Date: 2023-06-05  
 Branch: 20150

Printed On: 2023-06-05 9:29:41  
 Page: 1

**Customer/Prospect Number - 1658385**

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

<b>Customer Contact:</b>	JOE BOSNICK	<b>Customer Email:</b>	joseph.bosnick@k12.wv.us
<b>Phone Number:</b>	(304) 3043672161,2	<b>Delivery Instr:</b>	

Quantity	Part Number	Unit Price	Extended Price
6	AAM28JQN9RA1AN MOT XPR5550E VHF 45W 136-174 BT/GNSS/WIFI CD	1,400.00	8,400.00
6	NMOKHFCX TES LARSEN 3/4 INCH MOUNT 459439	19.50	117.00
6	GPSNMO02 TES LARSEN 5V GPS ANT-BLACK 450022	78.00	468.00
6	901-9878-RFX TES SMA MALE CRIMP 416579	6.50	39.00
6	TGB34 MAXRAD 3/4 TRUNK L BRACKET TES 79784	8.50	51.00
6	0183938B03 MOTOROLA VHF ANT ROD 152-162MZ	3.75	22.50
6	RKN4136 MOT IGNITION SWITCH CABLE	40.00	240.00
6	RMN5053 MOT TRBO HEAVY DUTY MOBILE MIC	85.00	510.00
6	INSTALLATION MATERIALS	40.00	240.00
6	INSTALL INSTALLATION SERVICES	340.00	2,040.00
2	TRIPCHARGE TRAVEL FEE	85.00	170.00

Quote valid until:	2023-07-05	Confidential and Proprietary	Sub Total	12,297.50	
X _____ Customer Signature			Shipping and Handling	TBD	Estimate
			Tax	TBD	
			Total	12,297.50	

ERIC FECAT  
 Account Executive  
 Eric.Fecat@BearCom.com

WHEELING Branch Office: 800-999-3723  
 FAX: 304-232-5698



**MARION COUNTY BOARD OF EDUCATION**  
 1516 MARY LOU RETTON DRIVE  
 FAIRMONT, WV 26554

*C. Norman*  
 6/6/2023

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

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

June 6, 2023

Superintendent Heston, Executive Secretary Ms. Haught,

The Marion County Schools Transportation Department is requesting the purchase of the 6 buses to be placed on the Marion County BOE Agenda for **Monday, June 16<sup>th</sup>**.

- a) 4 buses – 77 Passenger – Blue Bird "Vision" – conventional school buses, with air conditioning and GateKeeper Digital Surveillance System.  
 (\$137,171.00 each) totaling **\$548,684.00**.
- b) 2 buses – 47 Passenger – Blue Bird "Vision" – conventional special education school buses, with air conditioning and GateKeeper Digital Surveillance System.  
 (\$153,414.00 each) totaling **\$306,828.00**

---

6 New buses totaling	<b>\$855,512.00</b>
Minus the 2020-2021 State Transportation Allowance	<b>\$765,899.00</b>
Minus Marion County Schools Transportation Department contribution	<b>\$89,613.00</b>

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**Balance of \$0.00**



**FINAL COMPUTATIONS  
PUBLIC SCHOOL SUPPORT PROGRAM  
STEP 4 TRANSPORTATION ALLOWANCE  
FOR THE 2023-24 YEAR**

46-2565

County	A	The total allowance without additional buses, column Q of the Transportation Allowance detail schedule, minus the current replacement value of the bus fleet, column G of the Transportation Allowance detail schedule.	B	Column G1 of the Transportation Allowance detail schedule.  HB206 that was passed during the 2019 legislative session removed all restrictions from Step 4 funding.	C	Column R of the Transportation Allowance detail schedule	D
	Step 4 Allowance for Transportation Excluding Allowance For Buses		Step 4 Allowance for Bus Replacement		Step 4 Allowance for Additional Buses		Sum of column A, column B and column C Step 4 Total Allowance for Transportation
Barbour	538,289		251,072		-		789,361
Berkeley	5,297,716		2,028,519		-		7,676,926
Boone	807,610		480,819		-		1,268,429
Braxton	361,363		218,314		-		579,677
Brooke	659,191		343,847		-		1,003,038
Cabell	2,188,162		1,007,979		-		3,196,141
Calhoun	281,859		172,423		-		454,282
Clay	661,239		262,734		-		923,973
Doddridge	458,923		233,450		-		692,373
Fayette	2,138,375		616,856		119,904		2,875,135
Gilmer	251,938		137,686		-		389,624
Grant	359,278		171,190		-		530,468
Greenbrier	1,052,216		574,128		-		1,626,344
Hampshire	1,051,242		419,237		-		1,470,479
Hancock	897,771		364,074		-		1,261,845
Hardy	717,994		210,086		131,625		1,059,705
Harrison	1,780,141		779,014		-		2,559,155
Jackson	999,232		445,659		-		1,444,891
Jefferson	1,621,786		813,821		-		2,435,607
Kanawha	3,471,857		1,377,392		-		4,849,249
Lewis	615,174		297,731		-		912,905
Lincoln	1,134,975		469,914		-		1,604,889
Logan	1,520,898		573,651		-		2,094,549
Marion	1,753,801		785,899		-		2,519,700
Marshall	959,727		715,799		-		1,675,526
Mason	946,412		476,597		-		1,423,009
McDowell	1,277,562		320,949		-		1,598,511
Mercer	1,319,112		710,523		-		2,029,635
Mineral	1,130,739		469,738		-		1,600,477
Mingo	1,131,706		432,821		-		1,564,527
Monongalia	2,727,779		1,046,142		116,810		3,890,731
Monroe	570,432		240,663		-		811,095
Morgan	630,457		235,940		-		866,397
Nicholas	1,104,762		367,220		-		1,471,982
Ohio	1,342,383		510,947		-		1,853,330
Pendleton	462,655		113,111		-		575,766
Pleasants	300,330		131,042		-		431,372
Pocahontas	364,032		164,852		-		528,884
Preston	1,010,249		555,216		-		1,565,465
Putnam	1,690,204		829,518		-		2,519,722
Raleigh	2,391,859		1,087,484		116,897		3,596,240
Randolph	861,264		349,713		-		1,210,977
Ritchie	372,056		190,121		-		562,177
Roane	518,883		291,684		-		810,567
Summers	531,797		220,538		-		752,335
Taylor	603,116		246,377		-		849,493
Tucker	292,710		127,246		-		419,956
Tyler	574,806		289,522		-		864,328
Upshur	876,737		435,321		-		1,312,058
Wayne	1,702,617		749,314		-		2,451,931
Webster	396,528		201,142		-		597,670
Wetzel	700,583		377,301		-		1,077,884
Wirt	213,389		148,875		-		362,264
Wood	1,966,775		670,677		-		2,637,452
Wyoming	876,835		397,900		-		1,274,735
<b>Total</b>	<b>60,469,526</b>		<b>26,099,788</b>		<b>835,927</b>		<b>87,405,241</b>

2-order



4 306,828.<sup>00</sup>  
718,341.<sup>00</sup>

May 26 2023

Specifications prepared for **Marion County Schools** for one (1) or more new 2025 Blue Bird 65-passenger gasoline powered "Vision" conventional special education school buses. **(Actual capacity – 59 seated)**

**Chassis Specifications:**

- 252" wheel base
- 10,000 lb. front axle and springs
- 21,000 lb. rear axle with 5.29 to 1 ratio
- Hendrickson rear air ride suspension
- Front and rear shocks
- Full air brake system: 16.5" x 5" front lining, 16.5" x 7" rear lining
- Dust shields
- Bendix-Westinghouse AD-IP air dryer
- Heater water pump
- 4-channel A.B.S. braking system
- Automatic traction control
- Brake interlock for parking brake
- 13.2 cfm compressor
- Automatic slack adjusters
- Front axle oil seals, synthetic lube 75 W/90
- Heavy duty bumper – 15"
- Brake interlock for wheelchair lift door
- Ford 7.3 ltr V8 gasoline engine, 350 horsepower with 468 ft.lb. torque
- Ford 6R140 Torqueshift automatic transmission, 6-speed
- Engine alarm system
- 8.25 x 22.5 hub-piloted wheels
- **255/70R x 22.5 tubeless radial tires, highway front and traction rear – Goodyear 16-ply, Endurance RSA/Fuelmax RTD**
- Battery disconnect switch
- Two (2) Group 31 batteries, 1400 cca
- 280 amp "brushless" alternator – Leece/Neville
- AC prep package

**Chassis Specifications continued:**

- Dual horns
- 60-gallon fuel tank mounted between frame rails
- Fiberglass tilt hood with fender mounted LED turn signals
- Voltmeter/ammeter
- Tachometer
- Front and rear tow hooks
- Telescopic/tilt steering column
- Daytime running lights
- Halogen headlights
- Engine hour meter
- Transmission temperature gauge
- Silver grille
- Trip odometer
- Digital dash clock
- Cruise control
- Cooling hoses with constant torque clamps
- Anti-freeze protected to -34 degrees
- Circuit breakers
- Power steering with 50 degrees wheel cut
- **Left side exit exhaust forward of rear wheels**
- Multi-Plex wiring with L.E.D. readout in dash
- 5-year/unlimited-mile engine and transmission warranty

**Body Specifications:**

- Dual heater cut-off valves
- Complete insulation
- Locking fuel tank door
- Latching battery compartment
- Aluminized interior side panels
- Extended seat and window rub rails
- Bumper rub rail
- 4-applied side body rub rails
- Two (2) side emergency push-out windows, one (1) per side
- 4-piece tinted/shaded windshield
- Dash mounted glove box
- Lower glass rear emergency door
- Two (2) roof escape/hatch ventilators

**Body Specifications continued:**

- Sound deadening spray
- Heavy duty DOT construction
- 12" rear bumper
- **Flat floor construction**
- 77" interior headroom with 12" split sash windows
- 3-step stepwell with rubber stud step treads
- Wheelchair lift door – right rear overhang (58.5" high x 45" wide)
- Outward opening entrance door – air operated
- Two (2) exterior side mounted locking tool compartments
- Aluminum aisle trim
- Fuel sender plate
- Rubber body isolators front and rear
- 20-gauge steel exterior side panels – fluted
- Vandal locks for service and emergency doors

**Electrical Specifications:**

- Two (2) auxiliary windshield defroster fans
- 90,000 BTU left front heater/defroster; 50,000 BTU recessed stepwell heater; 80,000 BTU rear wall mounted heater; full-width windshield and driver's window defroster; 3-speed defroster and driver's heater switches; cleanable filter
- 7" stop and turn signals, LED
- Skirt mounted electrical compartment for AC wiring
- Interior dome lights – double row, 15 candlepower
- Side body directional signals, LED
- Hooded 8-lamp warning system – strobing LED lamps (individual hoods)
- Air operated side body stop-arm with L.E.D. strobe lights
- L.E.D. clearance lights
- Exterior light monitor system
- Child minder system
- Roof mounted LED strobe light
- 4" LED stop and tail lights
- Skirt mounted LED back up lights behind rear wheels
- Drivers dome light, 15 candlepower
- Air operated crossing control arm
- Master switch with red pilot light
- Exterior entrance door and wheelchair lift door approach lights, LED
- Clearance, cluster, I.D., and 8-way warning lights wired hot

**Electrical Specifications continued:**

- **AM/FM/USB/MP3 compatible/PA system with four (4) interior speakers and one (1) exterior speaker**
- **Pre-wire for 2-way radio**
- **Pre-wire for video camera**
- **Wig/wag headlights**
- Constant torque heater hose clamps
- Utility plug-in
- **Gatekeeper surveillance system**
- Back-up alarm
- Body solenoid switch
- Interior lift area light
- Step well light – 15 candle power
- 7" back-up lights, LED (also activate with rear emergency door open)
- Dash mounted green pilot light to alert for lift door open
- Buzzer for rear emergency door
- Automatic resetting circuit breakers
- Color- and number-coded wiring
- Back-up monitor in dash

**Paint and Lettering Specifications:**

- N.S.B.C. exterior – polyurethane
- Astro-white interior color
- **White roof**
- All required "School Bus" lettering
- 3M Diamond-grade reflective tape
- "Handicap" decal

**Seating Specifications:**

- Fully-padded DOT high-back seats and barriers
- **Left side seating front to back: One (1) 39" track mounted UCRA "Latch" seat, , Nine (9) 39" high back track mounted seats, One (1) 30" high back seat, track mounted**
- **Right side seating front to back: One (1) 39" track mounted UCRA "Latch" seat, Eight (8) 39" high back seats, track mounted**
- Heavy duty brown upholstery
- National adjustable high-back air driver's seat with fabric insert, arm rest and retractable shoulder harness seat belt

**Seating Specifications continued:**

- **One (1) set of wheelchair tie downs – QRT Deluxe retractable 4-point with lap and shoulder belt**
- **All seat frames are seat belts ready**
- **Seat belt cutter**
- **Tilt-up seat cushions**
- **All seats are Blue Bird “NextGen” convertible, lap belt ready**
- **59-passenger capacity**

**Accessory Specifications:**

- All required safety and emergency equipment
- Header pads for service door and emergency door
- Front and rear mud flaps
- Forward grab rail
- 5/8” marine grade plywood sub-floor, screwed down
- Tan rubber transit floor and step treads
- Molded exterior rear rubber fenders
- 6” x 30” clear interior mirror and 6” x 30” Plexiglass visor
- **28% bronze tint for all side and rear glass**
- Wet-arm wiper blades
- **Cup holder**
- Dual electric windshield wipers with intermittent switch
- Full-length acoustical headliner
- **Braun NCL1000FIB3451-2, 1000 lb capacity automatic wheelchair lift with belt kit**
- **Rosco heated remote controlled rearview exterior mirrors – with extended warranty**
- Heated crossview mirrors with bell mount brackets and extended warranty
- Stainless steel mirror brackets
- **Locking drivers storage compartment above drivers window**
- **MCC/Carrier 120000 BTU air conditioning system with front and rear in-wall evaporators and skirt mounted condensers**
- 5-year/100,000-mile limited warranty

Marion County Schools

May 26 2023

<b>Total Cost, per unit, per bid</b>	<b>\$126,597.00</b>
<b>Additional options</b>	<b>\$ 25,317.00</b>
<b>Delivery</b>	<b>\$ <u>1,500.00</u></b>
<b>Sale Price</b>	<b>\$153,414.00</b>

\_\_\_\_\_  
Agreed to by Customer:

\_\_\_\_\_  
Agreed to by Blue Bird of West Virginia:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

### Limitations and Exclusions

In addition to the limitations described on the previous pages, items specifically not covered include, but are not limited to:

- Engines, automatic transmissions, wheelchair lifts, air conditioners (other than Blue Bird Air™ systems), tires, and batteries. The limited warranties for these components are provided solely by and are the responsibility of the component manufacturers and are not a part of Blue Bird's limited warranty.
- Loss of use and incidental consequential expenses, including but not limited to commercial loss, loss of commercial fares, driver time or pay, lease or rental of substitute vehicle, storage, lodging, meals, telephone calls, and other travel costs.

- Any parts or components which must be repaired, replaced, or adjusted during the warranty period due to wear, tear-out, or consumption, including but not limited to brake pads and linings, drums and rotors, wiper blades, light bulbs, filters, lubricants, fluids, bolts, bearings other than those specifically covered by the limited warranty, suspension pins and bushings, batteries, worn seat covers, worn streptreads and floor covering, worn door and window seals, discharged fire extinguishers, damaged (scratched, cracked) gauge and light lenses, and tires. Wear not only includes friction-type wear but can also include environmental deterioration including but not limited to surface corrosion on exhaust pipes or clamps and brake drums or rotors, as well as fading, cracking, or discoloration of seat covers caused by UV.
- Maintenance including but not limited to tightening loose fasteners, axle and wheel alignments, wheel-balancing, tightening body tie-downs, door adjustments, tightening hose clamps, and sealing or caulking windows, doors, roof hatches, and lights.

- Any parts or components which must be repaired, replaced or adjusted during the warranty period as a result of accident damage, abnormal operation, misuse, or abuse, including but not limited to excessive operation on unpaved or unmaintained roads, operation on cross-country trails or off-road conditions, collision, fire, vandalism, explosion, objects striking the vehicle, theft, freezing, riot, or flood.

- Paint adhesion, gloss, or color failures resulting from accidents or abrasions, road chemicals, caustic detergents or cleaners, or improper maintenance. Paint adhesion failures, whether warrantable defects or non-warrantable events, which are not repaired immediately upon discovery of the failure, may deteriorate the finish or panels underneath. Surface corrosion or other progressive deterioration resulting from failure to paint adhesion failures immediately is not covered by this warranty. Contact your Blue Bird Dealer before making any repairs to the paint finish.

### Controlling Law and Severability

This limited warranty shall be governed by, and construed in accordance with the laws of the State of Georgia, U.S.A. The Owner-Operator agrees and consents to the exclusive jurisdiction of the courts of the State of Georgia for all purposes regarding this limited warranty, and further agrees and consents that venue of any action involving this limited warranty or any other alleged warranty, including any claim for rescission or revocation of

- Paint gloss and color failures without evidence of proper care and maintenance, as recommended in the Driver Handbook, or repairs to correct paint gloss or color failures without preapproval by Blue Bird. Contact your Blue Bird Dealer before making any repairs to the paint finish.

- Vehicle modifications or equipment installations performed without the written approval of Blue Bird. To the extent the modification, or equipment installations adversely affect other vehicle components or performance, Blue Bird shall not accept any product liability or claims under the terms of the limited warranty. These claims become the sole responsibility of the company performing the modifications or installations.

- Transportation expenses to deliver the bus to a Blue Bird Dealer or nearest qualified repair facility, including but not limited to, fuel, driver time or pay, mileage and towing.

- Repairs to parts or components which have been previously replaced with parts not obtained from Blue Bird or failures not performed by or approved by a Blue Bird Dealer.

- Excessive labor hours, premium labor costs, overtime labor costs, or local taxes. This limited warranty covers reasonable labor to perform replacement or repair.

- Defects not reported to a Blue Bird Dealer and repaired during the warranty period. Repairs are to be made immediately upon discovery of the defect.

- Damage caused by using improper or contaminated fluids, including but not limited to fuels, lubricants, and coolants.

- Damage caused by using fluids which do not meet Blue Bird's or the Manufacturer's minimum recommendations. Damage caused by the lack of fluids or improper fluid maintenance.

- Using non-Blue Bird service parts. Usage of non-Blue Bird parts will affect future warranty coverage.

- Overloading beyond the normal seated and standee capacity voids all warranties.

Blue Bird reserves the right to make changes in design and changes or improvements upon its products without imposing any obligations upon itself to install the same upon products theretofore manufactured. Any suit alleging a breach of this limited warranty or of any other alleged warranty, including any claim for rescission or revocation of acceptance, must be filed within one year of breach.

Acceptance shall be exclusively in Peach County, Georgia. Owner-Operator hereby submits to personal jurisdiction in Peach County, Georgia and waives any objection or argument related to venue, personal jurisdiction forum non-convenience, or transfer. If any portion hereof is found to be void or unenforceable, the remaining provisions of the limited warranty shall remain in full force and effect.



BLUE BIRD<sup>®</sup>

# Standard Limited Warranty

North America (USA and Canada)



## Standard Limited Warranty North America (USA and Canada)

This warranty is applicable to Blue Bird bus products TYPE, TDR6 and B8CV built specifically for and operated in the United States of America, Canada, Puerto Rico, U.S. Virgin Islands, Guam, and American Samoa.

Blue Bird Body Company (Blue Bird) warrants each bus to be free from defects in material and workmanship under normal use and service within the specified limits below. The warranty period begins either on the Delivery Date of the bus or the original use or on the Manufacture Date of the bus, as specified below. Blue Bird's obligation is limited to the repair or replacement of such parts as shall, under normal use and service, appear to be defective in workmanship or material.

- For ten years from Delivery Date:
    - Front steer axle, including kingpin assembly, steering arm assembly, and upper and lower steering knuckle assembly, excluding ballpin bushings, tiepin wear, thrust bearings, tie rods and tie rod ends, brakes, and axle end components.
  - For five years from Delivery Date:
    - Paint adhesion, interior and exterior body shell (components forming side walk, roof, front and rear sections), doors (entrance, exit, emergency compartments), B8CV hoods, and front and rear bumpers)
    - Blue Bird radio, speakers and microphone
  - For five years from Delivery Date, or 100,000 miles (160,000 km), whichever occurs first:
    - Chassis frame rails and cross-members, structural integrity (breakage or cracking).
    - Body shell (metal components welded or riveted together to form floor, side walk, roof, front and rear sections), structural integrity (breakage or cracking).
    - School bus seat frames and barrier frames, structural integrity (breakage or cracking).
    - Blue Bird emissions components comply with U.S. federal emissions regulations effective at the Manufacture Date and free of defects in material or workmanship which would cause them to fail to meet U.S. federal emissions regulations, which may exceed the minimum U.S. federal emissions regulations, whichever occurs first.
  - For one year from Delivery Date, or 12,000 miles (20,000 km), whichever occurs first:
    - All other components not specified above, excluding engines, propane fuel systems, automatic transmissions, wheelchair lifts, non-Blue Bird air conditioners, and batteries. The warranties of the excluded components are the responsibility of the respective manufacturers, and are not a part of Blue Bird's limited warranty.
- Your Blue Bird Dealer will register the bus with Blue Bird and can assist with registering components that are warranted by the component manufacturers. During the warranty period, this warranty is transferable to subsequent Owners/Operator in the U.S.A. or Canada.

**THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED AND ALL OTHER OBLIGATIONS OR LIABILITIES, NO PERSON, INCLUDING SALES PERSONS, DEALERS, OR FACTORY REPRESENTATIVES OF BLUE BIRD, IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING BLUE BIRD PRODUCTS EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY. BLUE BIRD MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BLUE BIRD SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

## Obtaining Warranty Service

Contact your Blue Bird Dealer immediately upon discovery of a defect and within the warranty period. Your Blue Bird Dealer will help arrange for repairs by the Dealer or another qualified repair facility. Defects must be repaired immediately upon discovery and within the warranty period.

It is the responsibility of the Owner/Operator to return the bus to the Blue Bird Dealer at a qualified repair facility authorized by the Blue Bird Dealer. The Owner/Operator is responsible for operating and maintaining the bus as described in the Driver Handbook and Service Manual. The Owner/Operator shall retain all maintenance records, and present them to the Blue Bird Dealer at the component manufacturer, if requested.

If the defective component is warranted by Blue Bird and the repair is performed by the Blue Bird Dealer, the Blue Bird Dealer will prepare and submit a warranty claim to Blue Bird.

If the defective component is warranted by Blue Bird and the repair is performed by the Owner/Operator or another qualified repair facility, detailed labor and parts invoice must be sent to the Blue Bird Dealer not later than 30 days after the repair date. The Blue Bird Dealer will prepare and submit a warranty claim to Blue Bird.

If the defective component is warranted by the component manufacturer and the repair is performed by the component manufacturer's authorized repair facility, the repair facility will prepare and submit a warranty claim to the component manufacturer.

## Warranty Coverage At A Glance

ASSEMBLED BY BLUE BIRD*	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	10 YEARS
Front Steer Axle Assembly	100,000 mi / 160,000 km	100,000 mi / 160,000 km	100,000 mi / 160,000 km	100,000 mi / 160,000 km	100,000 mi / 160,000 km	100,000 mi / 160,000 km
Paint Adhesion, Interior and Exterior Body Shell (components forming side walk, roof, front and rear sections), doors (entrance, exit, emergency compartments), B8CV hoods, and front and rear bumpers)	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km
Blue Bird radio, speakers and microphone	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km
Chassis frame rails and cross-members, structural integrity (breakage or cracking)	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km
Body shell (metal components welded or riveted together to form floor, side walk, roof, front and rear sections), structural integrity (breakage or cracking)	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km
School bus seat frames and barrier frames, structural integrity (breakage or cracking)	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km	50,000 mi / 80,000 km
Blue Bird emissions components comply with U.S. federal emissions regulations effective at the Manufacture Date and free of defects in material or workmanship which would cause them to fail to meet U.S. federal emissions regulations, which may exceed the minimum U.S. federal emissions regulations, whichever occurs first	12,000 mi / 20,000 km	12,000 mi / 20,000 km	12,000 mi / 20,000 km	12,000 mi / 20,000 km	12,000 mi / 20,000 km	12,000 mi / 20,000 km
All other components not specified above, excluding engines, propane fuel systems, automatic transmissions, wheelchair lifts, non-Blue Bird air conditioners, and batteries. The warranties of the excluded components are the responsibility of the respective manufacturers, and are not a part of Blue Bird's limited warranty	12,000 mi / 20,000 km	12,000 mi / 20,000 km	12,000 mi / 20,000 km	12,000 mi / 20,000 km	12,000 mi / 20,000 km	12,000 mi / 20,000 km



**BLUE BIRD**

\* This chart is for reference only. It does not replace the limited warranty statement. Refer to the Blue Bird website (www.bluebird.com) for complete coverage, exclusions, and limitations. For complete details, refer to the Blue Bird Dealer's limited warranty statement. All rights reserved. © 2010 Blue Bird Corporation. All rights reserved.

B4-order (4)

540,684.<sup>00</sup>  
411,513.<sup>00</sup>



May 12 2023

77 pass gasoline

Specifications prepared for Marion County Schools for one (1) or more new 2025 Blue Bird 77-passenger "Vision" conventional school buses.

**Chassis Specifications:**

- 280" wheel base
- 10,000 lb. front axle
- 23,000 lb. rear axle – 6.17 to 1 ratio
- Hendrickson rear air ride suspension
- Front and rear shocks
- Full air brake system: 16.5" x 5" front lining, 16.5" x 7" rear lining
- Dust shields
- Bendix-Westinghouse AD-IP air dryer
- Automatic traction control (ATC) with Electronic stability control (ESC)
- Low idle, 5-minute shut down
- 4-channel A.B.S. braking system
- 13.2 cfm compressor
- Front axle oil seals – synthetic lube 75 W/90
- Automatic slack adjusters
- Heavy duty front bumper – 15"
- Heater water pump
- Battery disconnect switch
- Ford 7.3 ltr V8 gasoline engine, 350 horsepower with 468 ft.lb. torque
- Ford 6R140 Torqueshift automatic transmission, 6-speed
- Engine alarm system
- 8.25 x 22.5 hub-piloted wheels
- **11R x 22.5 tubeless radial tires, highway front and traction rear – Kumho 16-ply, KRS12E/KRD23**
- Two (2) Group 31 batteries, 1400 cca
- 280 amp "brushless" alternator – Leece/Neville
- Park brake interlock
- Dual horns
- 100-gallon fuel tank mounted between frame rails
- AC prep package

**Chassis Specifications continued:**

- Voltmeter/ammeter
- Tachometer
- Front and rear tow hooks
- Telescopic/tilt steering column
- Daytime running lights
- Halogen headlights with wig/wag feature
- Engine hour meter
- Transmission temperature gauge
- Trip odometer
- Digital dash clock
- Cruise control
- Cooling hoses with constant torque clamps
- Silver grille
- Fiberglass tilt hood with fender mounted LED turn signals
- Anti-freeze protected to -34 degrees
- Circuit breakers
- Power steering with 50 degrees wheel cut
- **Left side exit exhaust forward of rear wheels**
- Multi-Plex wiring with L.E.D. readout in dash
- 5-year/unlimited mile engine and transmission warranty

**Body Specifications:**

- Dual heater cut-off valves
- Complete insulation
- Locking fuel tank door
- Latching battery compartment
- Aluminized interior side panels
- Extended seat and window rub rails
- 4-applied side body rub rails
- 4-piece tinted/shaded windshield
- Lower glass rear emergency door
- Four (4) side emergency push-out windows, two (2) per side – Vertical hinge
- Skirt mounted electrical compartment for A/C wiring

**Body Specifications continued:**

- 3-step stepwell with rubber stud step treads
- 12" rear bumper
- 77" interior headroom with 12" split sash windows
- Two (2) roof escape hatch/ventilators
- Sound deadening spray
- Heavy duty DOT construction
- Bumper rub rail
- Outward opening entrance door – air operated
- Two (2) exterior side mounted locking tool compartments
- Aluminum aisle trim
- Fuel sender plate
- Rubber body isolators front and rear
- 20-gauge steel exterior side panels – smooth
- Vandal locks for service and emergency doors

**Electrical Specifications:**

- Two (2) auxiliary windshield defroster fans
- 90,000 BTU left front heater/defroster; 50,000 BTU recessed stepwell heater; 50,000 BTU under seat mid-ship heater; 50,000 BTU rear underseat heater; full-width windshield and driver's window defroster; 3-speed defroster and driver's heater switches; cleanable filter
- 7" stop and turn signals, LED
- Interior dome lights – double row, 15 candlepower
- Side body directional signals, LED
- Hooded 8-lamp warning system – strobing LED lamps (individual hoods)
- Air operated side body stop-arm with strobing L.E.D. lights
- L.E.D. clearance lights
- Exterior light monitor system
- Child minder system
- Roof mounted LED strobe light
- Drivers dome light, 15 candlepower
- Skirt mounted LED back-up lights behind rear wheels
- Air operated crossing control arm
- Master switch with red pilot light
- Exterior entrance door approach light
- Clearance, cluster, I.D., and 8-way warning lights wired hot
- Heater hose with constant torque clamps
- 4" LED stop and turn signals

**Electrical Specifications continued:**

- Buzzer for rear emergency door
- Utility plug-in
- Back up alarm
- Body solenoid switch
- Stepwell light, 15 candlepower
- Automatic resetting circuit breakers
- **Pre-wire for 2-way radio**
- **Pre-wire for video camera**
- 7" back-up lights, LED (also activate with rear emergency door open)
- Color- and number-coded wiring
- **AM/FM/USB/MP3 compatible/PA system with eight (8) interior speakers and one (1) exterior speaker**

**Paint and Lettering Specifications:**

- N.S.B.C. exterior – polyurethane
- Astro-white interior color
- **White Roof**
- All required "School Bus" lettering
- 3M Diamond-grade reflective tape

**Seating Specifications:**

- Fully-padded DOT seats and barriers – High back
- Heavy duty brown upholstery
- National adjustable high-back air driver's seat with fabric insert, arm rest and retractable shoulder harness seat belt
- First row of seats, left and right, UCRA "Latch" seats
- Seat belt cutter
- Tilt-up seat cushions
- 77-passenger capacity

**Accessory Specifications:**

- All required safety and emergency equipment
- Header pads for service door and emergency door
- Front and rear mud flaps
- 5/8" marine grade plywood sub-floor, screwed down
- Tan rubber transit floor and step treads
- Molded interior rear wheelhouse covers

**Accessory Specifications continued:**

- Locking drivers storage compartment above drivers window
- 28% bronze tint for all side and rear glass
- MCC/Carrier 120000 BTU (IMACA rating) free blow air conditioning system with front and rear in-wall evaporators and skirt mounted condensers
- Rosco heated remote controlled rearview exterior mirrors – with extended warranty
- Cup holder
- Gatekeeper,digital surveillence system per requirements (same as last year)
- Heated crossview mirrors with bell mounts and extended warranty
- Stainless steel mirror brackets
- Molded exterior rear rubber fenders
- 6" x 30" clear interior mirror and 6" x 30" plexiglass visor
- Back-up monitor in dash
- Wet-arm wiper blades
- Dual electric windshield wipers with intermittent switch
- Full length acoustical headliner
- Dash mounted glove box
- Forward grab rail
- Premium wax undercoat for undercarriage
- 5-year/100,000-mile limited warranty

<b>Total Cost, per unit, per bid</b>	<b>\$118,404.00</b>
<b>Additional Options</b>	<b>\$ 17,267.00</b>
<b>Delivery</b>	<b><u>\$ 1,500.00</u></b>
<b>Sale Price each</b>	<b>\$137,171.00</b>

Agreed to by Customer:	Agreed to by Blue Bird of West Virginia:
Name	Name
Title	Title
Authorized Signature	Authorized Signature
Date	Date

## Limitations and Exclusions

In addition to the limitations described on the previous pages, items specifically not covered include, but are not limited to:

- Engines, automatic transmissions, wheel drive fits, air conditioners (other than Blue Bird Air™ systems), tires, and batteries. The limited warranties for these components are provided solely by and are the responsibility of the component manufacturers and are not a part of Blue Bird's limited warranty.
- Loss of use and incidental consequential expenses, including but not limited to commercial loss, loss of commercial fares, driver time or pay, lease or rental of substitute vehicle, storage, lodging, meals, telephone calls, and other travel costs.
- Any parts or components which must be repaired, replaced, or adjusted during the warranty period due to wear, wear-out, or consumption, including but not limited to brake pads and linings, drums and rotors, wiper blades, light bulbs, filters, lubricants, fluids, belts, bearings other than those specifically covered by the limited warranty, suspension pins and bushings, batteries, worm seat covers, worm sprockets and floor covering, worm gear and window seals, discharged fire extinguishers, damaged (scratched, cracked) gauge and light lenses, and tires. Wear not only includes friction-type wear but can also include environmental deterioration including but not limited to surface corrosion on exhaust pipes or clamps and brake drums or rotors, as well as fading, cracking, or discoloration of seat covers caused by U.V.
- Maintenance including but not limited to tightening loose fasteners, axle and wheel alignments, wheel-balancing, tightening body tie-downs, door adjustments, tightening loose clamps, and sealing or caulking windows, doors, roof hatches, and lights.
- Any parts or components which must be repaired, replaced or adjusted during the warranty period as a result of accident damage, abnormal operation, misuse, or abuse, including but not limited to excessive operation on unpaved or unimproved roads, operation on cross-country trails or off-road conditions, collision, fire, vandalism, explosion, objects striking the vehicle, theft, freezing, rust, or flood.
- Paint adhesion, gloss, or color failures resulting from accidents or abrasions, road chemicals, caustic detergents or cleaners, or improper maintenance. Paint adhesion failures, whether warrentable defects or non-warrantable events, which are not repaired immediately upon discovery of the failure, may determine the finish or panels under warranty. Surface corrosion or other progressive deterioration resulting from failure to paint adhesion failures immediately if not covered by this warranty. Contact your Blue Bird Dealer before making any repairs to the paint finish.

- Paint gloss and color failures without evidence of proper care and maintenance, as recommended in the Driver Handbook, or repairs to correct paint gloss or color failures without pre-approval by Blue Bird. Contact your Blue Bird Dealer before making any repair to the paint finish.
- Vehicle modifications or equipment installations performed without the written approval of Blue Bird. To the extent the modifications or equipment installations adversely affect other vehicle components or performance Blue Bird shall not accept any product liability or claims under the terms of the limited warranty. These claims become the sole responsibility of the company performing the modifications or installations.
- Transportation expenses to deliver the bus to a Blue Bird Dealer or nearest qualified repair facility, including but not limited to, fuel, driver time or pay, mileage and towing.
- Repairs to parts or components which have been previously replaced with parts not obtained from Blue Bird or failures caused by non-Blue Bird parts or components. Removal of repairs not performed by or approved by a Blue Bird Dealer.
- Excessive labor hours, premium labor costs, overtime labor costs, or local taxes. This limited warranty covers reasonable labor to perform replacement or repair.
- Defects not reported to a Blue Bird Dealer and repaired during the warranty period. Repairs are to be made immediately upon discovery of the defect.
- Damage caused by using improper or contaminated fluids, including but not limited to fuels, lubricants, and coolants. Damage caused by using fluids which do not meet Blue Bird's or the Manufacturer's minimum recommendations. Damage caused by the lack of fluids or improper fluid maintenance.
- Using non-Blue Bird service parts. Usage of non-Blue Bird parts will affect future warranty coverage.
- Overloading beyond the normal rated and standee capacity voids all warranties.

Blue Bird reserves the right to make changes in design and changes or improvements upon its products without imposing any obligations upon itself to install the same upon products theretofore manufactured. Any suit alleging a breach of this limited warranty or of any other alleged warranty, including any claim for rescission or revocation of acceptance, must be filed within one year of breach.

## Controlling Law and Severability

This limited warranty shall be governed by and construed in accordance with the laws of the State of Georgia, U.S.A. The Owner-Operator agrees and consents to the exclusive jurisdiction of the courts of the State of Georgia for all purposes regarding this limited warranty and further agrees and consents that venue of any action involving this limited warranty or any other alleged warranty, including any claim for rescission or revocation of

acceptance, shall be exclusively in Peach County, Georgia. Owner-Operator hereby submits to personal jurisdiction in Peach County, Georgia and waives any objection or argument related to venue, personal jurisdiction, forum non conveniense, or transfer; if any person hereof is found to be void or unenforceable, the remaining provisions of the limited warranty shall remain in full force and effect.



# BLUE BIRD®

# Standard Limited Warranty

North America (USA and Canada)

## Standard Limited Warranty Not In America, USA and Canada

This warranty is applicable to Blue Bird bus products T3E, T3E and BCCV built specifically for and operated in the United States of America, Canada, Puerto Rico, U.S. Virgin Islands, Guam, and American Samoa.

Blue Bird Body Company (Blue Bird) warrants each bus to be free from defects in material and workmanship under normal use and service within the specified limits below. The warranty period begins either on the Delivery Date of the bus to the original user or on the Manufacture Date of the bus, as specified below. Blue Bird's obligation is limited to the repair or replacement of such parts as shall, under normal use and service, appear to be defective in workmanship or material.

- For ten years from Delivery Date:
  - Front steer axle, including kingpin assembly, steering arm assembly, and upper and lower steering knuckle assembly, excluding kingpin bushings, kingpin wear, thrust bearings, tie rods and tie rod ends, brakes, and axle end components
- For five years from Delivery Date:
  - Paint adhesion, interior and exterior body shell (components forming side walls, roof, front and rear sections), doors (interior, ext. emergency compartments), BCCV hoods, and front and rear bumpers
  - Blue Bird radio, speakers and microphone
- For five years from Delivery Date, or 100,000 miles (160,000 km), whichever occurs first:
  - Chassis frame rails and cross-members, structural integrity (breaking or cracking)
  - Body shell (metal components welded or riveted together to form floor, side walls, roof, front and rear sections), structural integrity (bending or cracking)
  - School bus seat frames and frame frames, structural integrity (bending or cracking)
  - Blue Bird emissions components comply with U.S. federal emissions regulations effective at the Manufacture Date and free of defects in material or workmanship which would cause them not to meet U.S. federal emissions regulations. Refer to the engine manufacturer's limited warranty coverage by the engine manufacturer
  - Electric powertrain: the electric drivetrain, rear axle, and electric emission system components including the batteries. Batteries are warranted against battery degradation below 80 percent of capacity
  - Multiple Modules: Body Control Module (BCM) & Chassis Control Module (CCM)
- For four years from Delivery Date, or 50,000 miles (80,000 km), whichever occurs first:
  - Rear axle assembly and differential, excluding brakes and axle end components.
- For three years from Delivery Date:
  - Airlock B-wash System (ABS), excluding environmental wear and deterioration
  - Blue Bird Air™ integrated air conditioner
- For two years from Delivery Date:
  - School bus passenger and driver windows, including window framing
  - Door gauges and instrument cluster
  - Alternator(s)
- For two years from Manufacture Date:
  - Paint gloss. Gloss reading shall not drop below 60 on 60° meter (70% of initial gloss).
  - Paint color retention. Color coat shall not shift colors more than 1SE from the centroid of the national standard
- For two years from Delivery Date, or 24,000 miles (40,000 km), whichever occurs first:
  - Driveshafts, support bearings, and universal joints.
  - Hydraulic steering gears and steering pumps.
  - Radiators (BCCV and T3E).
  - Tires (excluding wear) comply with U.S. federal emissions regulations effective at the Manufacture Date and free of defects in material or workmanship which would cause them not to meet U.S. federal emissions regulations. Refer to the tire manufacturer's limited warranty statement for warranty coverage by the tire manufacturers, which may exceed the minimum U.S. federal emissions regulations.
- For one year from Delivery Date, or 12,000 miles (20,000 km), whichever occurs first:
  - All other components not specified above, excluding engines, propane fuel systems, automatic transmissions, wheelchair lifts, non-blue Bird air conditioners, and batteries. The warranties of the excluded components are the responsibility of the respective manufacturers, and are not a part of Blue Bird's limited warranty.

Your Blue Bird Dealer will register the bus with Blue Bird and can assist with registering components that are warranted by the component manufacturers. During the warranty period, this warranty is transferable to subsequent Owners-Operator in the U.S.A. or Canada.

**THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED AND ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING SALESPERSONS', DEALERS' OR FACTORY REPRESENTATIVES' OF BLUE BIRD, IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING BLUE BIRD PRODUCTS EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY. BLUE BIRD MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BLUE BIRD SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

## Obtaining Warranty Service

Contact your Blue Bird Dealer immediately upon discovery of a defect and within the warranty period. Your Blue Bird Dealer will help arrange for repairs by the dealer or another qualified repair facility. Defects must be repaired immediately upon discovery and within the warranty period.

It is the responsibility of the Owner-Operator to return the bus to the Blue Bird Dealer, or a qualified repair facility authorized by the Blue Bird Dealer. The Owner-Operator is responsible for operating and maintaining the bus as described in the Driver Handbook and Service Manual. The Owner-Operator shall retain all maintenance records, and present them to the Blue Bird Dealer or the component manufacturer, if requested.

If the defective component is warranted by Blue Bird and the repair is performed by the Blue Bird Dealer, the Blue Bird Dealer will prepare and submit a warranty claim to Blue Bird.

If the defective component is warranted by Blue Bird and the repair is performed by the Owner-Operator or another qualified repair facility, detailed labor and parts invoices must be sent to the Blue Bird Dealer no later than 90 days after the repair date. The Blue Bird Dealer will prepare and submit a warranty claim to Blue Bird.

If the defective component is warranted by the component manufacturer and the repair is performed by the component manufacturer's authorized repair facility, the repair facility will prepare and submit a warranty claim to the component manufacturer.

## Warranty Coverage At A Glance

Component	1 YEAR	3 YEARS	4 YEARS	5 YEARS
Front fender hardware				Unlimited
Paint adhesion, interior body				Unlimited
Paint adhesion, exterior body				Unlimited
Paint adhesion, BCCV hood				Unlimited
Door hinges, frame, seal hardware				Unlimited
Door and hinges, interior frame rails	100,000 mi   160,000 km			Unlimited
Structural integrity, chassis components	100,000 mi   160,000 km			Unlimited
Structural integrity, body shell	100,000 mi   160,000 km			Unlimited
Structural integrity, bumper	100,000 mi   160,000 km			Unlimited
Body shell (metal components)	100,000 mi   160,000 km			Unlimited
Body shell (metal components welded or riveted together to form floor, side walls, roof, front and rear sections), structural integrity (bending or cracking)	100,000 mi   160,000 km			Unlimited
School bus seat frames and frame frames, structural integrity (bending or cracking)	100,000 mi   160,000 km			Unlimited
Blue Bird emissions components comply with U.S. federal emissions regulations effective at the Manufacture Date and free of defects in material or workmanship which would cause them not to meet U.S. federal emissions regulations. Refer to the engine manufacturer's limited warranty coverage by the engine manufacturer	100,000 mi   160,000 km			Unlimited
Electric powertrain: the electric drivetrain, rear axle, and electric emission system components including the batteries. Batteries are warranted against battery degradation below 80 percent of capacity	100,000 mi   160,000 km			Unlimited
Multiple Modules: Body Control Module (BCM) & Chassis Control Module (CCM)	100,000 mi   160,000 km			Unlimited
Front fender hardware				Unlimited
Paint adhesion, interior body				Unlimited
Paint adhesion, exterior body				Unlimited
Paint adhesion, BCCV hood				Unlimited
Door hinges, frame, seal hardware				Unlimited
Door and hinges, interior frame rails	100,000 mi   160,000 km			Unlimited
Structural integrity, chassis components	100,000 mi   160,000 km			Unlimited
Structural integrity, body shell	100,000 mi   160,000 km			Unlimited
Structural integrity, bumper	100,000 mi   160,000 km			Unlimited
Body shell (metal components)	100,000 mi   160,000 km			Unlimited
Body shell (metal components welded or riveted together to form floor, side walls, roof, front and rear sections), structural integrity (bending or cracking)	100,000 mi   160,000 km			Unlimited
School bus seat frames and frame frames, structural integrity (bending or cracking)	100,000 mi   160,000 km			Unlimited
Blue Bird emissions components comply with U.S. federal emissions regulations effective at the Manufacture Date and free of defects in material or workmanship which would cause them not to meet U.S. federal emissions regulations. Refer to the engine manufacturer's limited warranty coverage by the engine manufacturer	100,000 mi   160,000 km			Unlimited
Electric powertrain: the electric drivetrain, rear axle, and electric emission system components including the batteries. Batteries are warranted against battery degradation below 80 percent of capacity	100,000 mi   160,000 km			Unlimited
Multiple Modules: Body Control Module (BCM) & Chassis Control Module (CCM)	100,000 mi   160,000 km			Unlimited

\* THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED AND ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING SALESPERSONS', DEALERS' OR FACTORY REPRESENTATIVES' OF BLUE BIRD, IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING BLUE BIRD PRODUCTS EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY. BLUE BIRD MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BLUE BIRD SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.





## 5 Year/Unlimited Mileage Ford Engine/Transmission Limited Warranty for Blue Bird Corporation Vision Class C Buses

Ford Motor Company (Ford) is providing a 5 year/Unlimited Mileage Engine/Transmission Limited Warranty on eligible Blue Bird Body Company (Blue Bird) Vision Class C buses. Ford will provide for the repair, replacement or services of covered components on the Vision Class C buses during this Limited Warranty period in accordance with the following terms, conditions, and limitations.

1. **Ford Engine/Transmission Limited Warranty.** Under the Ford Engine/Transmission Limited Warranty, You are provided with 5 years of coverage from the original customer delivery date as provided to Ford by Blue Bird.
2. **Eligible Vehicles.** 2016 through Current Model Year Blue Bird Vision Class C buses equipped with the Ford 6.8L 3V engine assembly and the Ford 6R140 transmission assembly.
3. **Repairs Covered Under The Ford Engine/Transmission Limited Warranty.** Your Blue Bird Dealer, a Ford authorized dealership or other service provider authorized by Ford will repair, replace or service all covered components, as specified on page 2, that fail due to defective material or workmanship during the applicable Ford Engine/Transmission Limited Warranty period. Parts and services not covered under the Ford Engine/Transmission Limited Warranty are listed on page 2.
4. **Component Protection.** Components covered by the Ford Engine/Transmission Limited Warranty are shown on page 2.
5. **Where To Go For Covered Repairs.** Contact your Blue Bird Dealer to obtain service for your Blue Bird bus. Your Blue Bird Dealer will help arrange for repair, replacement or service of engine or transmission components covered by this Ford Engine/Transmission Limited Warranty by a Blue Bird Dealer, a Ford authorized dealership, or other service provider authorized by Ford.
6. **Repairs.** All Ford Engine/Transmission Limited Warranty MUST be made with new or remanufactured parts authorized by Ford.
7. **Care Of Vehicle.** Your vehicle must be properly operated and maintained in accordance with the maintenance schedule in the Owner's Scheduled Maintenance Service Guide provided with the Vision Class C bus at the time of purchase. Proof of maintenance may be required in the event a question arises as to whether a malfunction is caused by a defect in factory-supplied materials or workmanship or lack of proper maintenance. It is your responsibility to make sure that all scheduled maintenance is performed in accordance with the Scheduled Maintenance Service Guide and all materials meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Scheduled Maintenance Service Guide will invalidate Limited Warranty coverage on parts affected by the lack of maintenance. You must maintain a log including date, mileage and description of each maintenance service and retain all corresponding receipts for purchases of parts and fluids.
8. **Tow Assistance.** Tow Assistance up to \$400 per incident to an authorized Ford dealer or other service provider authorized by Ford for repair, replacement or service of a covered component.
9. **Transferability.** This Limited Warranty is transferable with the sale of any Blue Bird Vision Class C bus for the remaining Ford Engine/Transmission Limited Warranty coverage period.

This Limited Warranty gives you specific legal rights. You may also have other rights which may vary from state to state. To the extent allowed by law, any implied warranty of merchantability or fitness for a particular purpose applicable to this bus is limited in duration to the term of this written Limited Warranty. Ford Motor Company, Blue Bird or any other authorized service provider shall not be liable for loss of time, inconvenience, commercial loss or for any other incidental or consequential damages. Some states do not allow limitations on how long an implied Limited Warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Ford Motor Company does not authorize any person to create for it any obligation or liability in connection with this Limited Warranty. This Limited Warranty is valid only in the continental United States, Alaska, Hawaii and Canada.



**5 Year/Unlimited Mileage Ford Engine/Transmission Limited  
Warranty For Blue Bird Corporation Vision Class C Bus**

**Covered Parts:**

**ENGINE:**

- All internal lubricated parts
- Cylinder block
- Cylinder heads
- Flywheel
- Manifold and Bolts (exhaust)
- Manifold and Bolts (intake)
- Oil pan
- Oil pump
- Seals and gaskets
- Thermostat
- Thermostat housing
- Timing chain cover
- Timing chain (gears or belt)
- Valve covers

**TRANSMISSION:**

- All internal parts
- Seals and gaskets
- Torque converter
- Transfer case (including internal parts)
- Transmission case

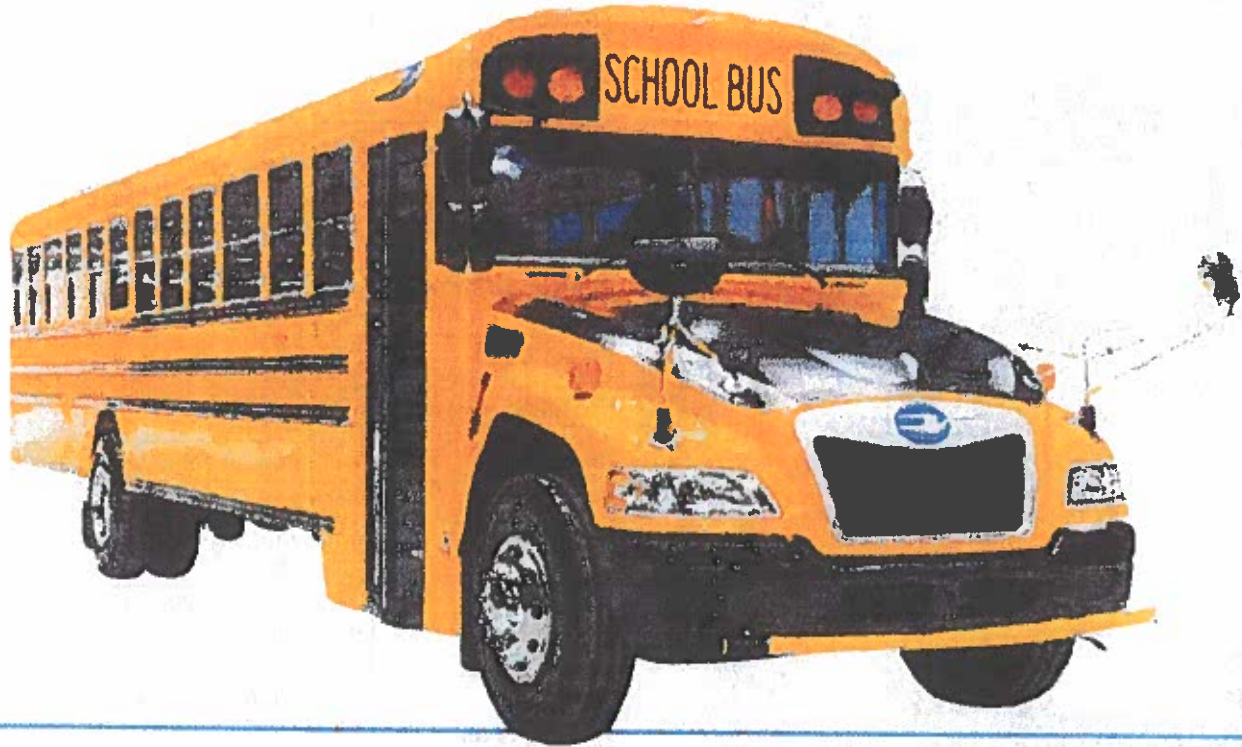
**Parts and Services NOT covered:**

- All items not specifically listed in the Covered Parts section.
- Repairs to the Liquid Propane (LPG) fuel system conversion components
- Repairs needed to any Engine/Transmission Component caused by the LPG fuel system conversion components.
- Repairs needed to any Engine/Transmission component caused by the install or improper installation of Roush CleanTech components.
- Repairs caused by collisions or other physical damage accidents, unreasonable use (including driving over curbs, overloading, or using the Vehicle as a stationary power source), damage from fire or explosions, tire damage caused by punctures, bruises or breaks from road hazards, other casualty losses or losses due to negligence; racing or failures caused by: (a) unauthorized alterations or modifications to the Vehicle chassis or powertrain components, including the air intake system, engine cooling system, or obstruction in the hood/grill area, after the vehicle leaves the control of the manufacturer or (b) tampering with the vehicle or the emissions systems and components;
- Damage from the environment and pollution (airborne fallout, chemicals, tree sap, salt, hail, windstorm, lightning, freezing, flooding, earthquake, snow or ice) or damage caused by theft, vandalism, terrorism, riot or acts of war.
- Repairs needed to a covered part caused by the failure of a non-covered part.
- Repairs to the vehicle if the odometer is altered, broken, repaired or replaced so that actual mileage on the vehicle cannot be determined.
- To the extent allowed by law, loss of use of vehicle including loss of time, inconvenience, commercial loss, special or consequential damages, and personal expenses such as motels, food, gas and mileage.
- Repairs covered by any insurance
- Service adjustments and cleaning not made to a covered component.
- Repairs caused by a loss of lubricants or fluids or contamination of oil, fluids or fuel and repairs caused by continued operation of the vehicle after loss of lubricant or fluids or contamination of oil, fluids or fuel repairs caused by lack of required or scheduled maintenance.
- Shop supplies and disposal of environmental wastes from the vehicle.
- Any Scheduled Maintenance Services

(10/15)



# BLUE BIRD | Vision Gasoline



Built to give you instant savings from the start - and down the road. This bus does not require thousands of dollars of additional equipment to run clean, and costs less to maintain. A **low up-front cost, reduction in parts** and **greater availability of gasoline mechanics** make it **easier** and **less expensive** to maintain your fleet with the Blue Bird Vision Gasoline bus.

With its exceptional driver visibility and maneuverability, the Blue Bird Vision bus shares many body parts with the Blue Bird All American bus, resulting in a reduction in parts and service complexity. With multiple fuel types and powertrain options available, **each bus is specifically tailored to each customer** - allowing you to choose what works best to reduce your total cost of ownership and your specific operating requirements.

From chassis to body to cockpit, the **Blue Bird Vision** is a winner: a purpose-built school bus from a purpose-driven company that is clearly best-in-class.





## Body Specifications

<b>Capacity</b>	Multiple floor plans available. Seating up to 83 (diesel, propane, and gasoline) and 72 (electric)
<b>Exterior Width</b>	96"
<b>Interior Width</b>	90 3/4"
<b>Aisle Width</b>	Varies by Floor plan
<b>Skirt Length</b>	16 1/4", 19 3/4", 25 3/4"
<b>Interior Height</b>	77"
<b>Overall Height</b>	121"-128"
<b>Front Overhang</b>	45" with standard steel bumper
<b>Rear Overhang</b>	Varies by body length/ wheelbase
<b>Entrance Door</b>	27" wide x 78" high, manual opening control with electric and air power options available
<b>Rear Door</b>	37" wide x 52" high
<b>Exterior Mirrors</b>	Manual, Optional heated remote operated
<b>Flooring</b>	1/2" plywood subflooring, 5/8" optional
<b>Tire Size</b>	295/75R 22.5, all-position radials
<b>Alternator</b>	210, 240, 270, and 320 amps with 12 volts
<b>Brakes</b>	4-wheel hydraulic brakes with 4-channel anti-lock brake system; Air drum and air disc brakes available
<b>Suspension</b>	Soft ride front leaf spring suspension; single stage steel leaf rear spring suspension system (ratings varies by capacity); Air Suspension available
<b>Steering</b>	Tilt & telescoping steering column
<b>Front Axle</b>	Rating varies by capacity
<b>Rear Axle</b>	With hypoid, single reduction gears with broad range of ratios available to optimize powertrain performance (rating varies by capacity)
<b>Wheel Cut</b>	50°
<b>GVWR</b>	Up to 33,000 lbs.
<b>Air Conditioning</b>	Factory installed available

## Gasoline Specifications

<b>Engine</b>	Ford® 7.3L V8 Gasoline, 350 hp
<b>Transmission</b>	Ford® 6R140 - 6 speed automatic
<b>Wheelbase</b>	189"/ 217"/ 238"/ 252"/ 273"/ 280"
<b>Fuel Tank</b>	Standard 60-gallon, optional 100-gallon located between frame rails in rear overhang



Specifications, features, illustrations and equipment shown in this brochure are based upon the latest available information at the time of printing. Although these details are believed to be correct, accuracy cannot be guaranteed. Blue Bird Body Company reserves the right to make changes at any time without notice. Some features and options listed here may not be available in all models. Please see your Blue Bird Dealer for details. Blue Bird Body Company does not represent or warrant that its products are fit for a particular purpose. Purchaser must independently determine the suitability of the Blue Bird products for their particular application. All images contained herein are either owned by Blue Bird Body Company or used under a valid license. All trademarks listed herein are registered trademarks of Blue Bird Body Company. It is a violation of federal law to reproduce these images without express written permission from Blue Bird Body Company. SE VISIONSSGAS-0121 © 2021 Blue Bird Corporation

## Blue Bird Vision

### Model Year

2021

### Engine Size

7.3L V-8 (2V) Ford Engine – Gasoline or equipped exclusively with ROUSH CleanTech Propane Fuel System

### Applications

169" / 189" / 217" / 238" / 252" / 273" / 280" wheelbase configurations

6-speed automatic transmission

### Propane / Gas Fuel Tank Capacity

Short: 47 gallons (usable)

Standard: 67 gallons (usable) / 60 gallons

Extended: 93 gallons (usable) / 100 gallons

### Technical Specifications

EPA and CARB approved.

GVWR 33,000 lbs.

Up to 77 passengers

### Order Availability

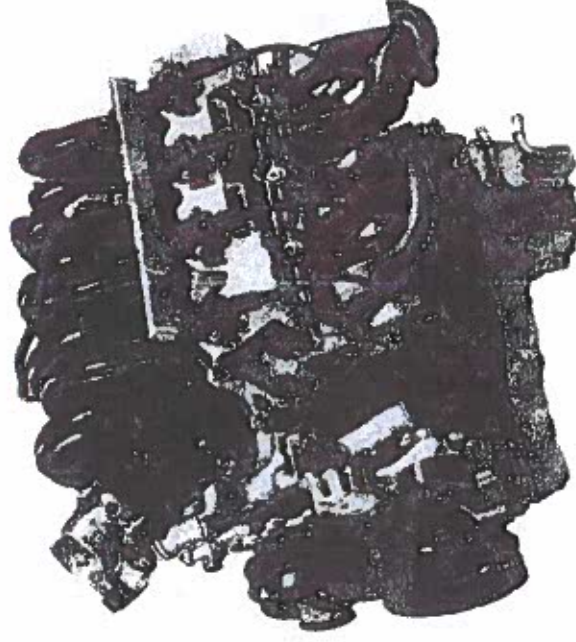
Blue Bird dealers





## Ford 7.3L V8





Major OEM High-Volume  
Production Engine



800.59.ROUSH

[ROUSHcleantech.com](http://ROUSHcleantech.com)

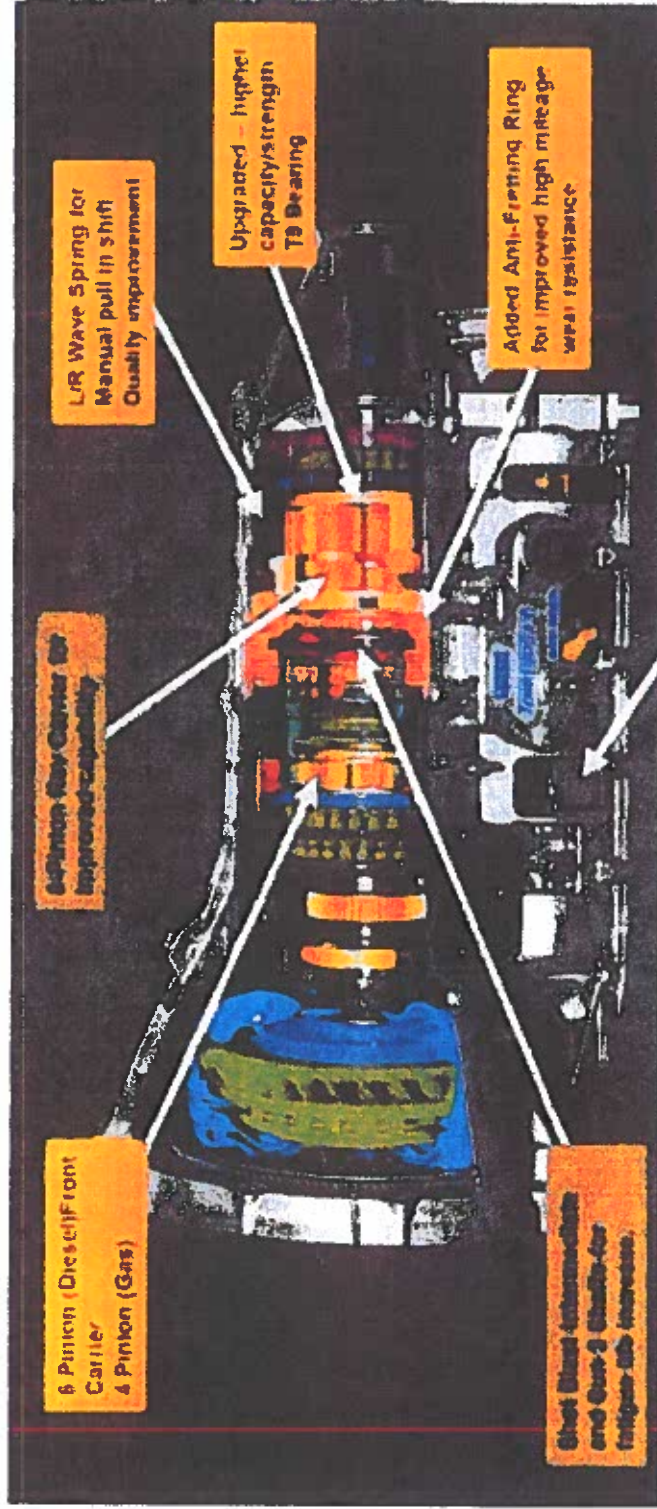
## 7.3L Engine Stats

<p><b>Engine RPM</b></p>  <p>Idle: 680 / Max: 4,050</p>	<p><b>Power</b></p>  <p>HP: 350 / Torque: 468 ft-lbs. @ 3,900 RPM</p>
<p><b>Design</b></p>  <p>90° V8 / 445 CI / Pushrod 2V</p>	<p><b>Compression</b></p>  <p>10.5 to 1</p>

7.3



# Ford 6R140 Transmission: Upgrades









46-2568

Barnes ALC Parking Lot and Basketball Court Resurfacing

The Superintendent recommends the approval of the bid received from Anderson Excavating LLC for the Barnes ALC Parking lot and basketball court resurfacing project in the amount of \$34,703. The Board is choosing to go with the 1.5" asphalt overlay and all bids below reflect that pricing.

Other Bids: Parrotta Paving \$42,000; C.W. Stickley \$35,984; Monco Constructors \$42,500

Funding: \$30,000 Capital Improvement  
\$4,703 Barnes ALC

46-2566



(304) 695-9911  
211 Pike Street  
Barrackville, WV 26559

6.13.23

Re: Barnes ALC Parking Lot and Basketball Court Paving Bid  
Attn: Scott Reider  
Marion County Board of Education  
1516 Mary Lou Retton Drive  
Fairmont, WV 26554

This proposal is for installing a 2" OR 1.5" asphalt pavement overlay over parking lot and basketball court located at the Barnes ALC School on Naomi Street, Fairmont.

Clarifications:

- No B&O tax included
- No tack placement overtop existing pavement for option 1 listed below
- Includes milling as necessary for tie-ins
- Compaction testing of the asphalt is not included in this proposal.
- Flaggers will be provided as needed by Monco.

Bid Proposal:

**OPTION 1:** Total of **267** tons of asphalt to be installed 2" thick without tack by Monco for **\$177.00** per ton for a total bid of **\$47,259.00**.

**OPTION 2:** Total of **200** tons of asphalt to be installed 1.5" thick with tack coat by Monco for **\$212.50** per ton for a total bid of **\$42,500.00**.

Thank you for the opportunity,

Tyler Dodd – Estimator

46-2566



# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV054626

CLASSIFICATION:  
GENERAL BUILDING

MONCO CONSTRUCTORS INC  
DBA MONCO CONSTRUCTORS  
211 PIKE STREET  
BARRACKVILLE, WV 26559

DATE ISSUED

FEBRUARY 18, 2023

EXPIRATION DATE

FEBRUARY 18, 2024

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



# AIA® Document A310™ – 2010

46-2566

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Monco Constructors, Inc.  
211 Pike Street  
Barrackville, WV 26559

**SURETY:**

*(Name, legal status and principal place of business)*

Ohio Farmers Insurance Company  
P. O. Box 5001  
Westfield Center, OH 44251-5001

**OWNER:**

*(Name, legal status and address)*

Marion County Board of Education  
1516 Mary Lou Retton Drive  
Fairmont, WV 26654

**BOND AMOUNT: \$**

Five Percent of the Total Amount Bid (5%)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Barnes ALC Paving

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

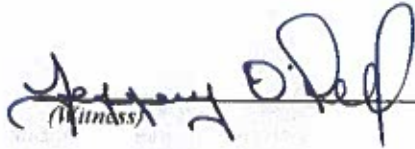
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

13th June, 2023  
Signed and sealed this day of ,


  
(Witness)

  
(Witness)

Monco Constructors, Inc.  
(Contractor as Principal) (Seal)

  
(Title)

Ohio Farmers Insurance Company  
(Surety) (Seal)

  
(Title) (Attorney-in-Fact)

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 4752402 00

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint RICHARD L. HIGGINBOTHAM, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN M. HUBBARD-SHERROD, LISA G. ASBURY, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2022 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 01st day of MAY A.D., 2022 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals, that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 13th day of June A.D., 2023.



Frank A. Carrino, Secretary





**AndersonExcavatingLLC**  
www.andersonexcavatingllc.com

343 Williams Road, Morgantown, WV 26501  
Phone: 304.983.2296 Fax: 304.983.4755

Date: May 1, 2023  
To: Tammy Flowers  
100 Naomi Street  
Fairmont, WV  
Phone: 304-367-2127  
Email: [tammv.flowers@k12.wv.us](mailto:tammv.flowers@k12.wv.us)

**Re: Barnes ALC Paving Project**

Anderson Excavating, LLC is pleased to submit a Proposal for the above referenced above referenced project as outlined below:

**Includes:**

1) Mobilization	\$	3,000.00
2) Widening (68 SY)	\$	4,843.00
3) HMA Wearing Overlay 1.5" (2403 SY)	\$	26,860.00
<b>Total</b>	<b>\$</b>	<b>34,703.00</b>

**Note:**

- \* Price based upon fuel and material cost today.
- \* Proposal is valid for 30 days
- \* Pricing based upon completing all above areas in the proposal.
- \* Contractor reserves the right to revise pricing should the scope of work be reduced.
- \* Price based upon mutually agreeable contract or purchase order.
- \* Additional mobilizations will be charged at the above price.
- \* This proposal shall be made part of any future contract or purchase order.
- \* Asphalt prices formulated utilizing the April 2023 WVDOH Liquid Asphalt Index
- \* Any increase in the referenced index, at the time of placement, will be added to the final invoice.

**Excludes:**

- 1) Bonds, Permits, and/or fees
- 2) Engineering
- 3) Testing - compaction
- 4) Excavation and backfill of Sidewalks and Medians
- 5) Landscaping
- 6) Spoil removal of other trades
- 7) Undercutting and Refilling Below Proposed Sub-Grades
- 8) Locate, Relocate, Adjust and/or Disconnect Existing Utilities
- 9) Handling and disposing of Hazardous or Contaminated Materials
- 10) Foundation Under-drain, Sidewalk Under-drains
- 11) Site Electric, Telephone, Gas, etc.
- 14) Signs, Parking Bumpers



**(304) 292-0905**

**Morgantown, WV**

**Parrotta Paving Co. Inc.**  
P.O. Box 1259 | Dellslow, WV 26531  
Contractors License #WV 001946

Office 304.292.0905 | Fax 304.292.8885  
Web ParrottaPaving.com

Prepared By Steve Millik  
Email Smilik@parrottapaving.com

## Estimate

---

We hereby submit specs and estimates for:

Barnes Learning School  
100 Naomi Street  
Fairmont WV 26550

Tammy.flowers@k12.wv.us  
304-367-2127

---

**Approximately 22,000 square feet**

- Mobilization of all equipment and personnel
- Power broom entire work area
- Install leveling course
- Roll and compact entire work area
- Overlay with 2" of compacted WV DOH wearing course asphalt
- Remove all dirt and debris
- Tapper bank between parking lot and Basketball court (will be steep)
- Establish proper elevations to maximize drainage
- Price includes 2% B&O tax
- Price includes Permit Fee
- Install Parking Spots

Total Price \$45,800.00

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SAME AS ABOVE but with 1 1/2" of Asphalt (NOT RECOMMENDED)  
Total Price \$42,000.00

Randall Parrotta

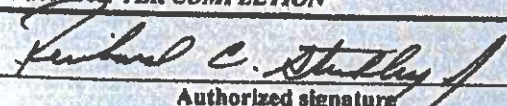
5-20-2023

# PROPOSAL

46-2566

**C.W. Stickley, Inc.**  
Grading and Paving Contractors  
119 Middletown Road  
White Hall, WV 26554

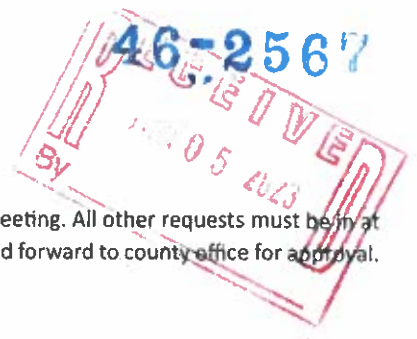
Phone (304) 363-0830/ Fax (304) 363-0835  
Cont. No. WV002296 / cwstickleyinc@comcast.net

Proposal Submitted To: Barnes School	Phone:	Date: 4/24/23
Address: 100 Naomi St	Email: toates@k12.wv.us	
City, State and Zip Code: Fairmont, WV 26554		
ATTN:	Job Location:	
We hereby submit specifications and estimates for:		
<b>Parking Lot and Basketball Court Resurfacing</b>		
<b>Total Area 2346yd<sup>2</sup>±</b>		
Clean surface as needed. Subgrade grassy area along wall and far end to square up uneven edge 8" deep.		
Place 6" crushed stone and 2" WCI asphalt ready for overlay. Remove 2" of existing stone base in ditch		
Lines (90'L) and patch with 2" WCI asphalt compact. Remove and discard bump blocks. Mill transition		
Joints along concrete and at entrance/exit. Apply Tach Coat SS1H for bonding and cap entire lot with		
1 ½" WCI asphalt compact. Stripe parking areas with 1 coat traffic paint.		
		<b>\$35,984.00</b>
<b>Alternate</b>		
Place 2" WCI asphalt compacted.		
		<b>\$43,100.00</b>
All Proposals over \$5,000.00 paid by Credit Card are subject to a 3% additional Premium.		
<b>**ANY AND/OR ALL PERMITS AND FEES RESPONSIBILITY OF PROPERTY OWNER</b>		
<b>TO ACCEPT PROPOSAL, SIGN AND RETURN ONE COPY TO BE PUT ON SCHEDULE</b>		
<b>"ALL PROJECTS ARE TO BE PAID WITHIN 10 DAYS AFTER COMPLETION"</b>		
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. 1 year warranty for materials and workmanship only.	 Authorized signature	
	Note: This proposal may be withdrawn by us if it is not accepted within <u>30</u> days.	
Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Date of Acceptance: _____	Signature _____	
	Signature _____	



*pls. highlight,  
Please place on the  
same agenda for approval  
out of country overnight.*

## Marion County Board of Education Field Trip Request Form



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

<u>NMHS</u>	<u>5-31-23</u>	<u>J. Mason</u>	
School	Date Submitted	Sponsor(s)	Sub Needed
<u>Travel Club</u>	<u>6-25 to 7-4</u>	<u>H. Summers</u>	
Group	Date of Trip	Chaperone(s)	Sub Needed
<u>25</u>	<u>France</u>	<u>C. Tennant / Larry Mason ADAM BOWERS</u>	
Number to be transported	Destination		

Purpose of activity educational

Number of School Days Lost 0      Approximate Cost Individual      Source of Funding Fundraiser

### Transportation Information

Time bus to be loaded 3:20 am/pm  am      Approximate time to return 7:55 am/pm  pm

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

Is School to pay driver?       Yes       No

Approval (granted) / denied)      Principal [Signature]      Date \_\_\_\_\_  
 Approval (granted) / denied)      County Office [Signature]      Date 6/5/2023  
 Approval \_\_\_\_\_ / denied)      Transportation \_\_\_\_\_      Date \_\_\_\_\_

### Driver's Trip Report

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

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

Times:

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

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



Parent Chaperones

Stacey Bowers  
Stephanie Bittinger  
Debbie Stahl  
Alisha Killip  
Michael Shearer  
Billie Shearer

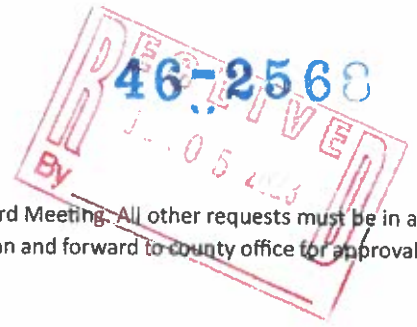
46-2567





Ms. Naught

Marion County Board of Education  
Field Trip Request Form



Pls. place on the agenda for board approval, out of state. Thank you. C. Naught

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

FAIRMONT SENIOR 6/5/23 DAVID RETTON NO  
School Date Submitted Sponsor(s) Sub Needed

BOYS' BASKETBALL 6/23/23 DAVID RETTON NO  
Group Date of Trip Chaperone(s) Sub Needed

15 NORTH ALLEGHENY HIGH SCHOOL, WEXFORD, PA  
Number to be transported Destination

Purpose of activity BASKETBALL GAME

Number of School Days Lost NO Approximate Cost 300.00 Source of Funding BOYS' BASKETBALL

Transportation Information Pick up Location: FIELDHOUSE

Time bus to be loaded 8:00 am / pm Approximate time to return 5:00 am / pm

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

Is School to pay driver?  Yes  No

Approval (granted) / denied) Principal [Signature] Date 6/5/23  
Approval (granted) / denied) County Office [Signature] Date 6/5/2023  
Approval (granted) / denied) Transportation \_\_\_\_\_ Date \_\_\_\_\_

Driver's Trip Report

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

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

Times:  Day One  Day Two  
Pre-Trip \_\_\_\_\_ am / pm \_\_\_\_\_ am / pm  
Bus available to load \_\_\_\_\_ am / pm \_\_\_\_\_ am / pm  
Departure Time \_\_\_\_\_ am / pm \_\_\_\_\_ am / pm  
Return Time \_\_\_\_\_ am / pm \_\_\_\_\_ am / pm  
Completion of bus cleanup \_\_\_\_\_ am / pm \_\_\_\_\_ am / pm

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

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



**MARION COUNTY BOARD OF EDUCATION**  
1516 MARY LOU RETTON DRIVE  
FAIRMONT, WV 26554

The following Terms of Service (the "Agreement") is effective July 1, 2023.

**BETWEEN:** **Debbie Raschella** (the "Service Provider")

22 Mirkwood Street  
Farmington, WV 26571

**AND:** **Marion County Board of Education** (the "Board")

1516 Mary Lou Retton Dr.  
Fairmont, WV 26554

WHEREAS, the Service Provider is providing assistance and training with the West Virginia Education Information System, School Funds Online system, Primero Child Nutrition system, and others duties as assigned by the principal;

WHEREAS, this Agreement contains the Service Provider's term of engagement;

NOW, THEREFORE, in consideration of the agreement herein contained, the parties hereto, intending to be legally bound, agree as follows:

**1. SERVICES PROVIDED**

Service Provider is prepared to provide the following services to the Board:

- Assist in training the new secretary at Fairview Elementary Schools on her responsibilities.
- Provide training and assistance for West Virginia Education Information System program.
- Provide training and assistance for School Funds Online program.
- Provide training and assistance for Primero Child Nutrition program.
- Provide training and assistance in the preparation of payroll for the school.
- Provide training on preparing the monthly bank statement.
- Provide guidance on monthly reports that need to be ran and turned in to the Central Office.
- Maintains positive work habits and display of positive and professional attitude.
- Demonstrates tact and courtesy and assure confidentiality of information.
- Completes any other duties assigned by the Fairview Elementary School Principal, Board's Personnel Director, Treasurer and/or Superintendent.

46-2569

**2. CALCULATION OF FEES AND OTHER CHARGES**

- Fees for professional services are calculated on the time spent by the Service Provider multiplied by the relevant hourly rate. Time is casted by reference to 15 minute units. The hourly rate is applied to all work done on the Boards behalf. The hourly rate for Service Provider's professional service is \$23.65. This contract shall not exceed 80 hours.

**3. BILLING ARRANGEMENTS**

- All payments for service will be remitted on the 15<sup>th</sup> and 30<sup>th</sup> of the month.

\_\_\_\_\_  
Service Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent of Marion County BOE

\_\_\_\_\_  
Date



**MARION COUNTY BOARD OF EDUCATION**  
1516 MARY LOU RETTON DRIVE  
FAIRMONT, WV 26554

The following Terms of Service (the "Agreement") is effective July 1, 2023.

**BETWEEN:** **Melanie Yergovich** (the "Service Provider")

1368 Locust Ave.  
Fairmont, WV 26554

**AND:** **Marion County Board of Education** (the "Board")

1516 Mary Lou Retton Dr.  
Fairmont, WV 26554

WHEREAS, the Service Provider is providing assistance and training with the West Virginia Education Information System, School Funds Online system, Primero Child Nutrition system, and others duties as assigned by the principal;

WHEREAS, this Agreement contains the Service Provider's term of engagement;

NOW, THEREFORE, in consideration of the agreement herein contained, the parties hereto, intending to be legally bound, agree as follows:

**1. SERVICES PROVIDED**

Service Provider is prepared to provide the following services to the Board:

- Assist in training the new secretary at Monongah Middle and West Fairmont Middle Schools on her responsibilities.
- Provide training and assistance for West Virginia Education Information System program.
- Provide training and assistance for School Funds Online program.
- Provide training and assistance for Primero Child Nutrition program.
- Provide training and assistance in the preparation of payroll for the school.
- Provide training on preparing the monthly bank statement.
- Provide guidance on monthly reports that need to be ran and turned in to the Central Office.
- Maintains positive work habits and display of positive and professional attitude.
- Demonstrates tact and courtesy and assure confidentiality of information.
- Completes any other duties assigned by the Monongah Middle and West Fairmont Middle School Principal, Board's Personnel Director, Treasurer and/or Superintendent.

**2. CALCULATION OF FEES AND OTHER CHARGES**

- Fees for professional services are calculated on the time spent by the Service Provider multiplied by the relevant hourly rate. Time is casted by reference to 15 minute units. The hourly rate is applied to all work done on the Boards behalf. The hourly rate for Service Provider's professional service is \$26.60. This contract shall not exceed 160 hours.

**3. BILLING ARRANGEMENTS**

- All payments for service will be remitted on the 15<sup>th</sup> and 30<sup>th</sup> of the month.

\_\_\_\_\_

Service Provider

\_\_\_\_\_

Date

\_\_\_\_\_

Superintendent of Marion County BOE

\_\_\_\_\_

Date



**MARION COUNTY BOARD OF EDUCATION**  
1516 MARY LOU RETTON DRIVE  
FAIRMONT, WV 26554

The following Terms of Service (the "Agreement") is effective July 1, 2023.

**BETWEEN:** Lisa Poling (the "Service Provider")

2448 Bunner Ridge Road  
Fairmont, WV 26554

**AND:** Marion County Board of Education (the "Board")

1516 Mary Lou Retton Dr.  
Fairmont, WV 26554

WHEREAS, the Service Provider is providing assistance and training with the West Virginia Education Information System, and other duties as assigned by the administrator;

WHEREAS, this Agreement contains the Service Provider's term of engagement;

NOW, THEREFORE, in consideration of the agreement herein contained, the parties hereto, intending to be legally bound, agree as follows:

**1. SERVICES PROVIDED**

Service Provider is prepared to provide the following services to the Board:

- Assist in training the new Accounts Payable Supervisor on her responsibilities.
- Provide training and assistance for West Virginia Education Information System program.
- Provide training on preparing purchase orders.
- Provide training on writing checks.
- Provide training on preparing and filing 1099's at year end.
- Provide training on filing system and recordkeeping of Accounts Payable Department.
- Provide guidance on any reports that need to be ran and turned in to the Central Office.
- Maintains positive work habits and display of positive and professional attitude.
- Demonstrates tact and courtesy and assure confidentiality of information.
- Completes any other duties assigned by the Technology and Transportation Administrative Assistant, Personnel Administrative Assistant, Treasurer and/or Superintendent.

**2. CALCULATION OF FEES AND OTHER CHARGES**

- Fees for professional services are calculated on the time spent by the Service Provider multiplied by the relevant hourly rate. Time is casted by reference to 15 minute units. The hourly rate is applied to all work done on the Boards behalf. The hourly rate for Service Provider's professional service is \$31.07. This contract shall not exceed 120 hours.

**3. BILLING ARRANGEMENTS**

- All payments for service will be remitted on the 15<sup>th</sup> and 30<sup>th</sup> of the month.

\_\_\_\_\_  
Service Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent of Marion County BOE

\_\_\_\_\_  
Date

