

MARION COUNTY BOARD OF EDUCATION
April Regular Meeting
April 8, 2024
5:00 p.m.

AGENDA

- I. MEETING CALLED TO ORDER**
- II. PLEDGE TO THE FLAG**
- III. PUBLIC COMMENT**
- IV. RECOGNITION: 2024 TSBA SCOPE Students**
- V. APPROVE BOARD AGENDA**
- VI. APPROVE CONSENT AGENDA**
 - A. Approve Minutes: Regular Meeting March 11, 2024**
 - B. Financial Reports and Cash Flow Analysis for March 2024** *Amanda Weeks*
 - C. Budget Amendments: (1) General Purpose Fund 141 Amendment #10**
Amanda Weeks **(2) Federal Projects Fund 142 Amendment #9**
 - D. New Board Policy 3.204.1 “Threat Assessment Team”** *Dr. Griffith*
(2nd Reading)
 - E. Amend Board Policy 5.500 “Harassment/Sexual Harassment and Discrimination”** *Dr. Griffith*
 - F. Amend Board Policy 1.404 “Appeals to and Appearances Before the Board”** *Dr. Griffith*
 - G. Request Approval to Pay Integrated Properties, LLC Request #4 for South
Pittsburg High School Theater Renovations** *Dr. Griffith*
 - H. Request Approval Interquest Detection Canines for the 2024-2025 School Year** *Dr. Griffith*
 - I. Request Approval to Pay Tri-Con, Inc. Application #17 and the Retainage
Account for the New Jasper Middle School** *Dr. Griffith*
 - J. Request Approval of Change Order#1 with OLG Engineering Inc. for South
Pittsburg High School Theater Renovations** *Dr. Griffith*

- K. Request Approval to Pay Integrated Properties, LLC Request #5 for South
Pittsburg High School Theater Renovations *Dr. Griffith*
- L. Request Approval to Participate in the GLOW Program with Tennessee Valley
Authority (TVA) *Sherry Prince*
- M. Request Approval to Use ESSER Funds in the Amount of \$118,000.00 for the
Security Camera Upgrades District Wide *Mike Ogden*
- N. Request Approval to Reject All Bids for Window Security Film *Mike Ogden*
- O. Request Approval to Rebid Window Security Film *Mike Ogden*
- P. Request Approval of Contract with Stellar Therapy Services, LLC for the
2024-25 School Year *Becky Bigelow*
- Q. Request Approval of Contract with Allied Instructional Services, LLC for the
2024-25 School Year *Becky Bigelow*
- R. Request Approval of Contract with Accurate Translation Bureau, Inc. dba
("Acutrans") for the 2024-25 School Year *Becky Bigelow*
- S. Request Approval of Contract with Tennessee Behavioral Therapy Jasper LLC
for the 2024-25 School Year *Becky Bigelow*
- T. Approve 2023-2024 Non-Faculty Paid Coaches:
Whitwell High School – Ezekeil Rudolph (*Basketball*)
- U. Approve 2023-2024 Non-Faculty Volunteer Coaches:
Whitwell Middle School - Eddie Kellum, Corey Reynolds – (*Basketball, Football*)
- V. Approve Field Trips:
Jasper Middle School – 26 Students to Pigeon Forge, TN, 4/26/24
Marion County High School – 50 Students to Huntsville, AL, 5/1/24
Monteagle Elementary School – 80 Students to Morrison, TN, 5/10/24
South Pittsburg High School – 14 Students to Cookeville, TN, 4/11/24
Whitwell High School – 19 Students to Gulf Shores, AL, 6/12-15/24

VII. OLD BUSINESS

A. Capital Projects

MARION COUNTY BOARD OF EDUCATION

March Regular Meeting

March 11, 2024

5:00 p.m.

MINUTES

The Marion County Board of Education met in Regular Session on March 11, 2024. Members present were Mr. Ryan Phillips, Mrs. Linda Hooper, Mrs. Donna Blansett, Mr. Nathan Billingsley and Board Attorney, Mr. Mark Raines. Mr. Bo Nunley was unable to attend.

Chairperson Ryan Phillips called the meeting to order.

PRESENTATION: Mrs. Carolyn Ingram, Tennessee School Board Association (TSBA) Southeast Director, presented the TSBA Board of Distinction Plaque to the School Board Members. She stated the Marion County School Board was one of five in the Southeast District to receive this award. She added to receive this award the Board had to work on policy, planning, promotion, and board development. She said the requirements are extensive and commended the Board Members for their exemplary work and achievement.

Mr. Phillips opened the meeting for public comments on the agenda. Hearing none, Chairman Phillips asked for a motion to approve the Board Agenda. Motion to approve by Mr. Billingsley, seconded by Mrs. Hooper, unanimous.

Mr. Phillips asked if there was a motion to approve the Consent Agenda, or if there were any items to be pulled for discussion. Mr. Phillips asked for Item G. and Item K. Mrs. Hooper asked for Item L. to be pulled for discussion.

CONSENT AGENDA:

- A. Approve Minutes: Regular Meeting February 20, 2024
- B. Financial Reports and Cash Flow Analysis for February 2024
- C. Budget Amendments: (1) General Purpose Fund 141 Amendment #9
(2) Federal Projects Fund 142 Amendment #8
- D. Request Approval to Split Whitwell High School Assistant Softball Coaching Supplement
- E. Request Approval to Change Whitwell High School Assistant Baseball Coaching Supplement from Kenny Elwood to Colby Elwood
- F. Request Approval to Pay Integrated Properties, LLC. Request #3 for South Pittsburg High School Theater Renovations
- G. Amend Board Policy 4.301 "Interscholastic Athletics"
- H. Request Approval of the Thespian Society Graduation Regalia (Cords & Stoles) for Marion County 4-H Performing Arts
- I. Request Approval of Proposal with Lewis Group Architects for Architectural Design Services

- J. Request Approval to Pay Kaatz, Binkley, Jones, & Morris Architects, Inc. for Architectural Services
- K. Request Approval to Pay OLG Engineering, Inc. Invoice for South Pittsburg High School Reception Area Renovation
- L. Request Approval to Pay OLG Engineering, Inc. Invoice for South Pittsburg High School Theater Renovation
- M. New Board Policy 3.204.1 “Threat Assessment Team” (1st Reading)
- N. Approval of Resolution Opposing Governor Lee’s Education Freedom Act
- O. Request Approval for Disposal/Removal of Equipment
- P. Request Approval to Continue Participating in the Comprehensive Educational Resources (CER) Consortium for the 2024-2025 School Year
- Q. Approve 2023-2024 Non-Faculty Volunteer Coaches:
 - Marion County High School – Emily Webb (*Girls Basketball*)
 - Darrell Layne, Austin Layne (*Baseball*)
 - Approved by Executive Order 03/05/24
- R. Approve School Sports Schedules:
 - Marion County High School – Baseball, Boys Soccer, Softball, & Track
 - Whitwell High School – Football
 - Whitwell Middle School – Football
- S. Approve Field Trips:
 - Marion County High School – 2 Students to Nashville, TN, 3/5/24
Approved by Executive Order 2/26/24
 - South Pittsburg High School – 2 Students to Nashville, TN, 3/5/24
Approved by Executive Order 3/4/24
 - Whitwell High School – 2 Students to Nashville, TN, 3/5/24
Approved by Executive Order 2/29/24

OLD BUSINESS

A. Capital Projects

Amend Board Policy 4.301 “Interscholastic Athletics” – Dr. Griffith stated historically in the past, we have had some issues with fans becoming overly excited during school ballgames and they had to be ejected. He added the schools have had to pay the fee to stay compliant with TSSAA. The schools no longer will pay the fee instead it will be paid by the fans. The policy has been amended and will be placed on the school website for the fan base to see.

Request Approval to Pay OLG Engineering, Inc. Invoice for South Pittsburg High School Reception Area Renovation – Dr. Griffith stated the agreement with OLG was approved several months ago and they are now billing for completed work.

Request Approval to Pay OLG Engineering, Inc. Invoice for South Pittsburg High School Theater Renovation – Mrs. Hooper stated she was not in disagreement with the Item, but wanted to ask if Whitwell High School’s Theater renovations would be in next year’s budget. Dr. Griffith concurred.

Chairman Phillips asked for a Motion to approve the Consent Agenda. Motion to Approve by Mrs. Hooper, seconded by Mr. Billingsley, unanimous.

Capital Projects - Dr. Griffith stated he felt we were very confident under the supervision of project manager, Randy Gilliam. He added we are going to be getting an outstanding new middle school for our students as we move forward.

DISCUSSION: Mrs. Blansett spoke in regards to the Whitwell High School Guidance Counselor, Mrs. Pestillo, that came before the Board in the February meeting. She asked Dr. Griffith if he had thought any more about Mrs. Pestillo's request for hiring a part-time assistant to help with secretarial duties. Dr. Griffith stated in discussion, if we put the guidance counselors working 12 -months maybe that could extend some time. After talking to high school principals there might be some leeway in scheduling that might work with some existing bodies to help her. He said it would be a proposal to position the guidance counselors to a 12-month position which would be a win for everyone. Mrs. Blansett agreed. She asked about the possibility of having the assistant principals working 12-months also. Dr. Griffith stated that would definitely be an option moving forward. Chairman Phillips asked if this would be having all guidance counselors work 12-months or just the ones in the high schools. Dr. Griffith stated some guidance counselors and assistant principals may not want to work 12-months. He added we can definitely look at this moving forward. Mrs. Blansett asked if the summer meal program was going to be available this year. Dr. Griffith concurred.

Chairman Phillips stated he was honored to have taken six students to the SCOPE Conference at Belmont University this past week. He added it was a great conference and the students had a great time.

Chairman Phillips stated the next scheduled Board Meeting is Monday, April 8, 2024 at 5:00 p.m. All members agreed. He added we will have a Work Session on Saturday, April 27, 2024 at 10:00 a.m. All members agreed.

With no further business before the Board, Mr. Phillips asked if there was a motion to adjourn. Motion by Mr. Billingsley, seconded by Mrs. Blansett, unanimous.

Ryan Phillips, Chairperson

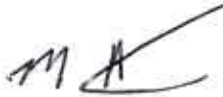
Mark A. Griffith, Secretary

MARION COUNTY DEPARTMENT OF EDUCATION

Phone: (423)942-3434
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Carol C. Newton, CPA
Director of Finance
204 Betsy Pack Drive
Jasper, TN 37347

Memorandum

To: School Board Members
Director of Schools 

From: Amanda Weeks

Date: April 08, 2024

Subject: General Purpose Fund 141 Budget Amendment #10

Attached you will find the April budget amendment of the General Purpose School Fund (Fund 141) for consideration by the Board.

The amendment includes three amendments, all of which move funds within department budgets and will not have to go to the Commission for approval.

I respectfully request approval of the proposed budget amendment as reflected in the attached detail. This will allow us to meet audit requirements and adjust our accounting records accordingly.

Marion County Schools
 Budget Amendment #10: Summary
 April 2024

	<u>Account #</u>	<u>Description</u>	<u>Source</u>	<u>Uses</u>	<u>Net Cash Flow Adjustment</u>	<u>Yes/No Commission</u>
1)	141-76100-707-CAPIT	Building Improvements	5,000			No
	141-76100-799-CAPIT	Other Capital Outlay		5,000		
			<u>5,000</u>	<u>5,000</u>	<u>0</u>	
To amend Capital Outlay for MES furniture due to burst pipes resulting in flooding damage						
2)	141-72320-435-DOSCH	Office Supplies		1,500		No
	141-72320-701-DOSCH	Administration Equipment	1,500			
			<u>1,500</u>	<u>1,500</u>	<u>0</u>	
To amend the Director of School budget for additional office supplies						
3)	141-72520-355-PERSO	Travel-Local and conferences		1,000		No
	141-72520-524-PERSO	Staff Development	1,000			
			<u>1,000</u>	<u>1,000</u>	<u>0</u>	
To amend the Personnel Services budget for additional local mileage to attend career fairs						
TOTAL AMENDMENTS			<u>7,500 #</u>	<u>7,500 #</u>	<u>0</u>	

DESCRIPTION	FD	FCT	OBJ	JBI	CST	CTR	March		AMEND #10		ENTRY		NOTES	COMM
											DR/(CR)			
BOARD OF EDUCATION							XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX			
Board Member Fee - Monthly Meetings	141	72310	191		BOARD		(21,060)	(21,060)			0			
Social Security	141	72310	201		BOARD		(1,308)	(1,308)			0			
Unemployment Compensation	141	72310	210		BOARD		(22,000)	(22,000)			0			
Medicare	141	72310	212		BOARD		(308)	(308)			0			
On-Behalf Payments for OPEB	141	72310	215		BOARD		(105,543)	(105,543)			0			
Other Fringe Benefits - TSBA AD & D	141	72310	299		BOARD		(750)	(750)			0			
Audit Services	141	72310	305		BOARD		(18,000)	(18,000)			0			
Dues and Memberships	141	72310	320		BOARD		(12,500)	(12,500)			0			
Legal Services	141	72310	331		BOARD		(110,000)	(110,000)			0			
Travel	141	72310	355		BOARD		(16,000)	(16,000)			0			
Other Contracted Services	141	72310	399		BOARD		(500)	(500)			0			
Premium/Corporate Surety Bonds	141	72310	508		BOARD		(1,300)	(1,300)			0			
Trustee Commission	141	72310	510		BOARD		(260,000)	(260,000)			0			
Workman's Comp Insurance	141	72310	513		BOARD		(118,000)	(118,000)			0			
Criminal Investigation Fees	141	72310	533		BOARD		(10,000)	(10,000)			0			
Other Charges	141	72310	599		BOARD		(7,500)	(7,500)			0			0
CAPITAL OUTLAY							XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX				
Construction Supervisor	141	76100	105		CAPIT		0	0			0			
Social Security	141	76100	201		CAPIT		0	0			0			
State Retirement	141	76100	504		CAPIT		0	0			0			
Medical Insurance	141	76100	207		CAPIT		0	0			0			
Medicare	141	76100	212		CAPIT		0	0			0			
Architects	141	76100	304		CAPIT		0	0			0			
Contracted Services	141	76100	399		CAPIT		0	0			0			
Building Improvements	141	76100	707		CAPIT		(2,652,303)	(2,647,303)			5,000	Adjusted based on revised needs		
Other Capital Outlay	141	76100	799		CAPIT		(90,000)	(95,000)			(5,000)	Adjusted based on revised needs		0

DESCRIPTION	FD	FCT	OBJ	JBF	CST	CTR	March		AMEND #10		ENTRY		NOTES	COMM
											DR/(CR)			
PERSONNEL SERVICES							XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX			
Director - Human Resources	141	72520	105				(69,225)	(69,225)	0					
Admin Assistant	141	72520	161				(19,040)	(19,040)	0					
Other Salaries & Wages	141	72520	189				(57,780)	(57,780)	0					
Social Security	141	72520	201				(9,055)	(9,055)	0					
State Retirement	141	72520	204				(10,519)	(10,519)	0					
Medical Insurance	141	72520	207				(17,130)	(17,130)	0					
Medicare	141	72520	212				(2,118)	(2,118)	0					
Maintenance/Repair Services	141	72520	336				(150)	(150)	0					
Travel - Local and conferences	141	72520	355				(500)	(500)	(1,000)	Adjusted based on revised needs				
Other contracted services	141	72520	399				(2,500)	(2,500)	0					
Office Supplies	141	72520	435				(2,500)	(2,500)	0					
Staff Development	141	72520	524				(5,000)	(5,000)	1,000	Adjusted based on revised needs				
Other charges	141	72520	599				(2,500)	(2,500)	0					
Other equipment	141	72520	790				(750)	(750)	0					
PRE-K PROGRAM							XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX				
Teachers	141	73400	116	JES			(51,840)	(51,840)	0					
Educational Assistants	141	73400	163				(23,635)	(23,635)	0					
Social Security	141	73400	201				(4,679)	(4,679)	0					
State Retirement	141	73400	204				(5,232)	(5,232)	0					
Medical Insurance	141	73400	207				(17,813)	(17,813)	0					
Medicare	141	73400	212				(1,094)	(1,094)	0					
Workers Comp	141	73400	299				(189)	(189)	0					
Contracted Services	141	73400	399				0	0	0					
Instructional Supplies	141	73400	429				(300)	(300)	0					
In-Service/Staff Development	141	73400	524				0	0	0					
Other Equipment	141	73400	790				0	0	0					

MARION COUNTY BOARD OF EDUCATION

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Amanda Weeks
Director of Finance
204 Betsy Pack Drive
Jasper, TN 37347

Memorandum

To: School Board Members
Director of Schools 

From: Amanda Weeks

Date: April 08, 2024

Subject: Federal Projects Fund 142 Amendment #9

Attached you will find the April budget amendment of the Federal Projects Fund (Fund 142) for consideration by the Board.

The amendment is to move funds within Title I based on revised needs. The amendment does not have to be sent to the Commission. This amendment will have to be approved by the state.

I respectfully request approval of the proposed budget amendment as reflected in the attached detail. This will allow us to meet audit requirements and adjust our accounting records accordingly.

Marion County Schools
 Federal Projects Amendment #9
 April 2024

3/26/24
 TITLE I

Account Description	Sub Fund	Function/Obj	Cost Ctr	November Amend #5	April Amend #9	DR (CR)
Revenue	101	47141		1,046,030.37	1,046,030.37	0.00
Teachers	101	71100 116	JES	116,840	116,840	0
Educ. Assistants	101	71100 163	JES	23,635	23,635	0
Soc. Sec. 6.2%	101	71100 201	JES	8,709	8,709	0
Retirement T 6.81%	101	71100 204	JES	9,347	9,347	0
Retirement TA 7.20%	101	71100 204	JES	1,702	1,702	0
Medical Insurance	101	71100 207	JES	16,469	16,469	0
Medicare 1.45%	101	71100 212	JES	2,037	2,037	0
Work. Comp. Ins	101	71100 299	JES	365	365	0
Other Contracted Serv	101	71100 399	JES	4,125	4,125	0
Instruct. Sup. & Mat.	101	71100 429	JES	739	739	0
Reg. Instr. Equipment	101	71100 722	JES	6,828	6,828	0
Other Sal. & Wages	101	72130 189	JES	32,685	32,685	0
Sal. & Wag (Parent Inv.)	101	72130 189	JES	0	0	0
Soc. Sec. 6.2%	101	72130 201	JES	2,026	2,026	0
Retirement T 6.81%	101	72130 204	JES	2,615	2,615	0
Medical Insurance	101	72130 207	JES	4,419	4,419	0
Medicare 1.45%	101	72130 212	JES	474	474	0
Work. Comp. Ins	101	72130 299	JES	85	85	0
Inservice/Staff Dev.	101	72210 524	JES	0	0	0
Equipment	101	72210 790	JES	0	0	0
Teachers	101	71100 116	JESPS	49,460	49,460	0
Educ. Assistants	101	71100 163	JESPS	23,060	23,060	0
Soc. Sec. 6.2%	101	71100 201	JESPS	4,496	4,496	0
Retirement T 6.81%	101	71100 204	JESPS	3,957	3,957	0
Retirement TA 7.20%	101	71100 204	JESPS	1,660	1,660	0
Medical Insurance	101	71100 207	JESPS	17,062	17,062	0
Medicare 1.45%	101	71100 212	JESPS	1,052	1,052	0
Work. Comp. Ins	101	71100 299	JESPS	189	189	0
Other Contracted Serv	101	71100 399	JESPS	0	0	0
Instruct. Sup. & Mat.	101	71100 429	JESPS	0	0	0
Reg. Instr. Equipment	101	71100 722	JESPS	0	0	0

Federal Projects Amendment #9
April 2024

TITLE I

Account Description	Sub Fund	Function/Obj	Cost Ctr	November Amend #5	April Amend #9	DR (CR)
Teachers	101	71100 116	MES	0	0	0
Educ. Assistants	101	71100 163	MES	24,225	24,225	0
Soc. Sec. 6.2%	101	71100 201	MES	1,502	1,502	0
Retirement T 6.81%	101	71100 204	MES	0	0	0
Retirement TA 7.20%	101	71100 204	MES	1,744	1,744	0
Medical Insurance	101	71100 207	MES	7,938	7,938	0
Medicare 1.45%	101	71100 212	MES	351	351	0
Work. Comp. Ins	101	71100 299	MES	63	63	0
Other Contracted Serv	101	71100 399	MES	0	0	0
Instruct. Sup. & Mat.	101	71100 429	MES	19,971	8,671	(11,300)
Reg. Instr. Equipment	101	71100 722	MES	30,786	42,086	11,300
Teachers	101	71100 116	MESPS	42,000	42,000	0
Educ. Assistants	101	71100 163	MESPS	24,225	24,225	0
Soc. Sec. 6.2%	101	71100 201	MESPS	4,106	4,106	0
Retirement T 6.81%	101	71100 204	MESPS	3,650	3,650	0
Retirement TA 7.20%	101	71100 204	MESPS	1,744	1,744	0
Medical Insurance	101	71100 207	MESPS	17,062	17,062	0
Medicare 1.45%	101	71100 212	MESPS	960	960	0
Work. Comp. Ins	101	71100 299	MESPS	172	172	0
Other Contracted Serv	101	71100 399	MESPS	0	0	0
Instruct. Sup. & Mat.	101	71100 429	MESPS	0	0	0
Reg. Instr. Equipment	101	71100 722	MESPS	0	0	0
Teachers	101	71100 116	SPE	66,985	66,985	0
Educ. Assistants	101	71100 163	SPE	24,830	24,830	0
Soc. Sec. 6.2%	101	71100 201	SPE	5,693	5,693	0
Retirement T 6.81%	101	71100 204	SPE	5,359	5,359	0
Retirement TA 7.20%	101	71100 204	SPE	1,788	1,788	0
Medical Insurance	101	71100 207	SPE	24,244	24,244	0
Medicare 1.45%	101	71100 212	SPE	1,331	1,331	0
Work. Comp. Ins	101	71100 299	SPE	239	239	0
Other Contracted Serv	101	71100 399	SPE	0	0	0
Instruct. Sup. & Mat.	101	71100 429	SPE	119	119	0
Reg. Instr. Equipment	101	71100 722	SPE	8,646	8,646	0
Other Sal.& Wages	101	72130 189	SPE	25,985	25,985	0
Sal.& Wag (Parent Inv.)	101	72130 189	SPE	0	0	0
Soc. Sec. 6.2%	101	72130 201	SPE	1,611	1,611	0
Retirement T 10.63%	101	72130 204	SPE	2,079	2,079	0
Medical Insurance	101	72130 207	SPE	5,238	5,238	0
Medicare 1.45%	101	72130 212	SPE	377	377	0
Work. Comp. Ins	101	72130 299	SPE	68	68	0
Inservice/Staff Dev.	101	72210 524	SPE	0	0	0
Equipment	101	72210 790	SPE	0	0	0

Federal Projects Amendment #9
 April 2024

TITLE I

Account Description	Sub Fund	Function/Obj	Cost Ctr	November Amend #5	April Amend #9	DR (CR)
Teachers	101	71100 116	JMS	59,425	59,425	0
Educ. Assistants	101	71100 163	JMS	45,560	45,560	0
Soc. Sec. 6.2%	101	71100 201	JMS	6,509	6,509	0
Retirement T 6.81%	101	71100 204	JMS	4,754	4,754	0
Retirement TA 7.20%	101	71100 204	JMS	3,280	3,280	0
Medical Insurance	101	71100 207	JMS	21,394	21,394	0
Medicare 1.45%	101	71100 212	JMS	1,522	1,522	0
Work. Comp. Ins	101	71100 299	JMS	273	273	0
Other Contracted Serv	101	71100 399	JMS	10,500	10,500	0
Instruct. Sup. & Mat.	101	71100 429	JMS	16,883	16,883	0
Reg. Instr. Equipment	101	71100 722	JMS	34,522	34,522	0
Medical Insurance	101	71100 207	CEN	0	0	0
Instructional Supplies	101	71100 429	CEN	50	50	0
Other Sal. & Wages	101	72130 189	CEN	0	0	0
Sal. & Wag (Parent Inv.)	101	72130 189	CEN	14,280	14,280	0
Soc. Sec. 6.2%	101	72130 201	CEN	885	885	0
Retirement T 6.81%	101	72130 204	CEN	1,142	1,142	0
Medical Insurance	101	72130 207	CEN	0	0	0
Medicare 1.45%	101	72130 212	CEN	207	207	0
Work. Comp. Ins	101	72130 299	CEN	37	37	0
Travel	101	72130 355	CEN	0	0	0
Oth. Contr. Services	101	72130 399	CEN	0	0	0
Other Charges	101	72130 599	CEN	103,310	103,689	379
Inservice/Staff Dev.	101	72210 524	CEN	0	0	0
Transfers Out	101	99100 590	CEN	0	0	0
Indirect Cost	101	99100 504	CEN	32,370.37	31,991.41	(379)
				1,046,030.37	1,046,030.37	0.00
				0	0	0

Marion County Board of Education

Monitoring:

Descriptor Term:

Descriptor Code:

Issued Date:

**Review:
Annually,
in October**

Threat Assessment Team

3.204.1

03/11/24

Rescinds:

Issued:

GENERAL¹

A threat assessment team shall be created within the school district to develop intervention-based approaches to prevent violence, manage reports of potential threats, and create a system that fosters a safe, supportive, and effective school environment. The school district's threat assessment team shall obtain training from local law enforcement or mental health service providers on how to assess individuals exhibiting threatening or disruptive behavior and develop interventions for individuals exhibiting this behavior.¹ The Superintendent of Schools shall appoint the members of the threat assessment team.

The Superintendent of Schools shall develop administrative procedures regarding the training and operations of the team to comply with state law and State Board of Education rules and regulations.

TEAM MEETINGS

All threat assessment team meetings shall be closed to the public.²

RECORDKEEPING³

The team shall document all behaviors and incidents deemed to pose a risk to school safety or that resulted in intervention and shall provide the information to the Superintendent of Schools.

A report of the activities of the threat assessment team will be compiled and shared with the Board chair as the Board's representative for purposes of receiving this information.

Documents produced or obtained regarding these assessment activities will not be open for public inspection.

Legal References Cross References

1. TCA 49-6-2701 et seq.; Public Chapter 2023, Chapter No. 367
2. TCA 49-6-2701(f)
3. TCA 49-6-2702

Cross References

School District Records 1.407
Safety 3.201
Security 3.205
Student Records 6.600

Marion County Board of Education

Monitoring:

Descriptor Term:

Descriptor Code:

Issued Date:

**Review:
Annually,
in March**

Harassment/Sexual Harassment and Discrimination

5.500

04/8/24

Rescinds:

Issued:

5.500

04/24/01

The Marion County Board of Education is committed to safeguarding the rights of all students and employees within the school system to learn and work in an environment that is free from all forms of harassment and discrimination.

It shall be a violation of this policy.

- 1) for any student or employee of this school system to harass an employee, or
- 2) for any employee of this school system to harass a student or a non-employee third party (e.g., contractor, visitor, applicant), through conduct or communication in any form as defined in this policy.

This conduct is applicable during any school related activity or during any education sponsored event, whether in a building or other property being used or operated by the Marion County Department of Education. Persons found to have violated this policy shall be subject to penalties or discipline that the school system deems appropriate.

I. Harassment/Discrimination Defined

It is the policy of the Marion County Board of Education to provide a work environment free from discrimination and harassment based on sex, sexual orientation, gender identity, gender expression or appearance, race, national origin, color, creed, religion, age, marital status, or disability.

Employee discrimination/harassment will not be tolerated.

II. Sexual Harassment Defined and Prohibited

A. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct or communication of a sexual nature constitute sexual harassment when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment; or
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
3. That conduct, or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or creating an intimidating, hostile, or offensive employment environment.²

B. Sexual harassment may include, but is not limited to:

1. Sexual advances
2. Verbal harassment or abuse
3. Subtle pressure for sexual activity

4. touching of a sexual nature including inappropriate patting or pinching
5. intentional brushing against a person's body
6. demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status
7. demanding sexual favors especially when accompanied by implied or overt promises of preferential treatment regarding an individual's employment status
8. graffiti of a sexual nature
9. displaying or distributing sexually explicit drawings, pictures, or other written materials including making and playing sexually explicit audio/video tapes
10. sexual gestures including touching oneself sexually or talking about one's sexual activities in front of others
11. sexual or "dirty" jokes, or
12. spreading rumors about or rating other students and/or adults as to sexual activity or performance.

Any sexual harassment as defined above when perpetrated by or toward any employee or student of the school district will be treated as sexual harassment under this policy.

III. Reporting Procedures

Any person who believes he or she has been the victim of harassment/sexual harassment or discrimination as set forth under the terms of this policy, or any third party with knowledge or belief of conduct which may constitute harassment/sexual harassment or discrimination as set forth under the terms of this policy, should report the alleged acts immediately to an appropriate school system official as designated by this policy. Reports shall be made to the immediate supervisor except when the immediate supervisor is the offending party. If the immediate supervisor is the offending party, the report may be made to the Office of the Director of Schools or the Director of Human Resources by calling (423) 942-3434 immediately.

An oral complaint may be submitted; however, such complaints must be transcribed in writing to ensure a more complete investigation. The complaint should include the identity of the alleged victim and the person accused; the location, date, time, and circumstances surrounding the alleged incident; a description of what happened and any other relevant information.

Submission of a complaint or report of harassment/sexual harassment or discrimination will not affect the reporting individual's future employment, or work assignments.

The school system will respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed to the greatest extent possible, consistent with the school system's legal obligations and the necessity to investigate allegations of harassment/sexual harassment or discrimination and take disciplinary action when it can be established that the alleged conduct has occurred.

Because an individual's need for confidentiality must be balanced with obligations to cooperate with police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough investigation or to take necessary action to resolve a complaint, the identity of parties and witnesses may be disclosed in appropriate circumstances to individuals with a need to know or in accordance with applicable law.

IV. Investigation and Recommendation

By authority of the school system, the Director, or his/her designee, upon receipt of a report or complaint alleging harassment/sexual harassment or discrimination, shall immediately authorize an investigation. This investigation shall be conducted by school system officials or by a third party designated by the Board of

Education. The party making the investigation shall provide a written report of the status of the investigation within twenty (20) working days to the Director and Deputy Director. The twenty (20) day period may be extended by the Director or his/her designee or Board of Education if the investigation warrants the extension (e.g. if more time is needed to obtain or review evidence).

In determining whether alleged conduct constitutes harassment/sexual harassment or discrimination, the school system shall consider the surrounding circumstances, the nature of the sexual advance if sexual harassment is alleged, relationships between the parties involved, and the context in which the alleged incidents occurred.

The investigation shall consist of, but not be limited to, personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation shall also consist of employing any other methods and reviewing any documents or other items deemed pertinent by the investigator.

In addition, the school system shall take immediate steps to protect the complainant, students, and employees pending completion of an investigation of alleged harassment/sexual harassment or discrimination.

V. School District Action

A. Upon receipt of a recommendation that the complaint is valid, the school system shall take such action as is appropriate based on the results of the investigation.

B. The result of the investigation for each complaint filed under these procedures shall be reported in writing to the complainant by the school system. The report shall document any disciplinary action taken because of the complaint so long as reporting such disciplinary action does not violate any relevant federal or state privacy laws.

C. The school system shall take such other steps as are necessary to prevent recurrence of the harassment/sexual harassment or discrimination.

D. The school system shall keep the complainant informed of the status of the investigation into the complaint.

E. The school system shall not enter, or require a complainant or to enter into, a non-disclosure agreement during a settlement, or as a prerequisite to settlement, for any act of sexual misconduct, including, but not limited to, sexual harassment or sexual assault.¹

VI. Reprisal

There shall be no retaliation against any person who reports discrimination/harassment or participates in an investigation. The school system shall discipline any individual who retaliates against any person who reports alleged incidents of harassment/sexual harassment, discrimination or who retaliates against any person who testifies, assists, or participates in an investigation, proceeding, or hearing relating to a harassment/sexual harassment or discrimination complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment which creates a hostile environment.

VII. Non-Harassment/Discrimination and False Accusations

The school system recognizes that not every reported incident or advance of a sexual nature constitutes harassment. Whether a particular action or incident constitutes a personal or social relationship having a harassing or discriminatory effect requires a determination based on all the facts and surrounding circumstances.

False accusations of harassment/sexual harassment or discrimination can have a serious detrimental effect on innocent parties. Any person who knowingly and intentionally makes a false accusation, for any reason which would be contrary to the spirit and intent of this policy, shall be subject to immediate and appropriate disciplinary action.

VIII. Right to Alternative Complaint Procedures

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Tennessee Department of Human Rights, initiating civil action, filing a complaint with the Office of Civil Rights of the United States Department of Education, or, in certain instances, seeking redress under state statutes.

IX. Employment Discipline

Any school system action taken pursuant to this policy will be consistent with requirements of federal law, Tennessee statutes, and school system policies. The school system will take such disciplinary action as it deems necessary and appropriate, including warning, suspension, or immediate discharge, to end harassment/sexual harassment or discrimination and prevent its recurrence.

X. Policy Distribution

A copy of the foregoing policy and reporting procedure shall be published in the school system's policy manual, shall be published by the school system, and shall be posted in a conspicuous place in each school building and other MCDOE work sites. Current MCDOE employees shall be informed of this policy annually. New employees shall sign a harassment/sexual harassment/discrimination acknowledgment form at the time of employment.

Legal References:
1. TCA 49-2-131(a)
2. 29 CFR 1604.11

Cross References:

Marion County Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: Appeals to and Appearances Before the Board	Descriptor Code: 1.404	Issued Date: 04/08/24
		Rescinds: 1.404	Issued: 08/14/23

1 APPEALS TO THE BOARD

2 Any matter relating to the operation of the school system may be appealed to the Board. However, the
3 parties shall attempt to settle all matters at the lowest level of responsibility, and the Board shall not hear
4 complaints or concerns which have not advanced through the proper administrative procedure. If all
5 steps of the administrative procedure have been pursued and there is still a desire to appeal to the Board,
6 the matter shall be referred in writing to the office of the Director of Schools, and the Board shall
7 determine whether to hear the appeal.

8 Any appeals to the Board about employee complaints, whether made to the Board as a whole or a board
9 member as an individual, and after referral to the Director of Schools for study and possible solutions
10 shall be referred to the Board in writing. The Board shall determine whether it will hear the individual
11 or group who shall follow the same procedures set forth below for other members of the public.

12 APPEARING BEFORE THE BOARD

13 Individuals speaking to the Board shall address remarks to the Chair and may direct questions to
14 individual board members or staff members only upon approval of the Chair. Each person speaking shall
15 state his/her name and subject of presentation. The Chair shall have the authority to terminate the remarks
16 of any individual who violates state law or does not adhere to board rules.¹

17 *Public Comment Period*²

18 There shall be a public comment period for each meeting with actionable items on the agenda, with the
19 exception of teacher disciplinary hearings. Comments shall be limited to topics listed on the agenda. The
20 total public comment period shall be for no more than **a total of Fifteen (15) Minutes**. If an individual
21 wishes to address the Board, he/she shall sign up on the form provided before the beginning of the board
22 meeting to request time to speak. Each speaker shall be given no more than **Three (3) Minutes per**
23 **speaker of time to speak**. Delegations shall select only one (1) individual to speak on their behalf unless
24 otherwise determined by the Board.

25 *Adding an Item to the Agenda*

26 Individuals desiring to appear before the Board as an agenda item shall submit a written request with
27 descriptive materials to the office of the Director of Schools at minimum **Two (2) Weeks** before the
28 meeting. If the request is approved by the executive committee, the item will be placed on the agenda.
29 Individuals placed on the agenda will be recognized at the beginning of the meeting and given **Five (5)**
30 **Minutes of time** to speak when their item is addressed on the agenda. All requests submitted will be
31 included in the board packet.

Legal References

1. TCA 39-17-306
2. Public Acts of 2023, Chapter No. 300

Cross References

School Board Meetings 1.400
Public Hearings 1.401
Agendas 1.403
Discrimination/Harassment of Employees 5.500
Complaints and Grievances 5.501
Student Discrimination, Harassment, Bullying, Cyber-
bullying, and Intimidation 6.304
Student Concerns 6.305

INTEGRATED PROPERTIES

Date: March 19, 2024
 Address: Integrated Properties, LLC
 P.O. Box 91298
 Chattanooga, TN 37412
 To: Marion County Schools
 204 Betsy Pack Dr.
 Jasper, TN 37347
 Integrated Job No.: 23-015
 Re: South Pittsburg High School Theater Renovations
 Payment Request No. 4

SUMMARY OF CONTRACT AND CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT		\$	676,715.00
TOTAL REVISED SUBCONTRACT (through Change Order)	\$	676,715.00
TOTAL AMOUNT ESTIMATED COMPLETE	<u>60%</u>	\$	403,633.80
LESS RETAINAGE	<u>5%</u>	\$	20,181.69
LESS PREVIOUS PAYMENTS		\$	310,836.49
AMOUNT OF CURRENT REQUISITION		\$	72,615.62

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certifications of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Sworn to and subscribed before me

This 19th day of March, 2024

Christine Ezell
 NOTARY PUBLIC

My commission expires:

NOV. 23, 2026



CONTRACTOR

Integrated Properties, LLC

By: [Signature]

Its: Project Manager

Print Name: Drew Toth

Architect's Certificate for Payment

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

AMOUNT CERTIFIED

\$ 72,615.62

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation sheet that are changed to conform with the amount certified.)

OWNER

By: _____ Date: _____

ARCHITECT Engineer

By: Dean Olin

Date: 3-20-24

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

SCHEDULE OF VALUES

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

Project: SPHS Theater Renovations
 Requisition #: 4
 Requisition Date: March 19, 2024

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
Contract								
00 00 00	Procurement and Contracting	\$ 10,962.00	\$10,962.00			\$ 10,962.00	100%	\$ -
01 00 00	General Requirements	\$ 61,836.00	\$ 31,000.00	\$15,000.00		\$ 46,000.00	74%	\$ 15,836.00
01 20 00	Allowances	\$ 30,000.00				\$ -	0%	\$ 30,000.00
02 41 00	Demolition	\$ 12,573.00	\$ 12,573.00			\$ 12,573.00	100%	\$ -
02 82 00	Asbestos Abatement	\$ 33,220.00	\$ 33,220.00			\$ 33,220.00	100%	\$ -
05 50 00	Metal Fabrications	\$ 1,760.00	\$ 1,760.00			\$ 1,760.00	100%	\$ -
06 10 00	Rough Carpentry	\$ 5,638.00	\$ 5,638.00			\$ 5,638.00	100%	\$ -
06 40 00	Architectural Woodwork	\$ 9,040.00				\$ -	0%	\$ 9,040.00
08 10 00	Doors, Frames, Hardware	\$ 2,404.00		\$ 2,404.00		\$ 2,404.00	100%	\$ -
08 33 00	Colling Counter Doors	\$ 9,350.00				\$ -	0%	\$ 9,350.00
08 71 00	Door Hardware Installation	\$ 1,100.00				\$ -	0%	\$ 1,100.00
09 21 16	Gypsum Board Assemblies	\$ 11,880.00	\$ 5,940.00	\$ 5,940.00		\$ 11,880.00	100%	\$ -
09 51 00	Flooring	\$ 71,710.00				\$ -	0%	\$ 71,710.00
09 91 00	Painting	\$ 20,614.00		\$ 20,614.00		\$ 20,614.00	100%	\$ -
10 44 00	Fire Protection Specialties	\$ 2,200.00		\$ 2,200.00		\$ 2,200.00	100%	\$ -
11 52 00	Audio and Visual	\$ 123,080.00	\$ 110,772.00			\$ 110,772.00	90%	\$ 12,308.00
11 61 00	Stage Curtains	\$ 22,210.00				\$ -	0%	\$ 22,210.00
12 61 00	Auditorium Seating	\$ 105,129.00	\$52,565.00			\$ 52,565.00	50%	\$ 52,564.00
14 42 00	Handicap Lifts	\$ 31,811.00	\$22,267.30			\$ 22,267.30	70%	\$ 9,543.70
23 00 00	HVAC	\$ 2,200.00		\$ 2,200.00		\$ 2,200.00	100%	\$ -
26 00 00	Electrical	\$ 107,998.00	\$ 40,489.00	\$ 28,079.50		\$ 68,578.50	63%	\$ 39,419.50
Contract Totals		\$ 676,715.00	\$ 327,196.30	\$ 76,437.50	\$ -	\$ 401,633.80	60%	\$ 273,081.20

Interquest Detection Canines®
(INTERQUEST)
(Marion County School, Tennessee)
(The District)

This shall serve as an agreement by and between Interquest Detection Canines® and the DISTRICT for substance awareness and detection services for the period of August 2024 through May 2025.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the DISTRICT administration with INTERQUEST acting as an agent of the DISTRICT while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT. Suspected drugs of abuse may be field-tested to provide preliminary or presumptive identification of the drug.

INTERQUEST agrees to provide **# 10 full & 10 half** day visits for the contract period (between August 2024 through May 2025). The DISTRICT may increase the total number of visits by notifying INTERQUEST in writing. Each full day visit will be **\$600.00, half day \$300.00**. Multiple canine teams will be charged on a per team basis. DA required court testimony on behalf of the DISTRICT will be charged at the same rate. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such invoice.

INTERQUEST will schedule DISTRICT visits in conjunction with days designated by the DISTRICT as appropriate for visits. The District will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. DISTRICT will be responsible for payment for any visit made on any day other than those days noted as unacceptable on the attached school calendar.

Both parties shall indemnify and hold harmless each other against from any and all claims arising from either's actions or performance under the terms of this Agreement. Each shall indemnify and hold harmless the other against and from any and all claims arising from any acts, negligent or intentional, arising from the performance of this Agreement or by any officer, agent, employee, guest, or invitee of either party, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any claim or any action or proceeding brought thereon.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, Texas Department of Public Safety and the Texas Commission on Private Security, c-05527 and other state regulatory agencies as required.

INTERQUEST DETECTION CANINES® FOR THE SCHOOL: Marion County School District

DATE: _____

Rocky S. Montgomery
President – Interquest Detection Canines of Tennessee

KAATZ, BINKLEY, JONES, & MORRIS ARCHITECTS, INC.
ARCHITECTS – ENGINEERS – EDUCATIONAL PLANNERS

William T. Morris, AIA Larry D. Marvel, AIA Gary C. Kromer, RA Jason Morris, AIA

ARCHITECTURE

William T. Morris, AIA, *Chairman*
Steve G. Morris
Larry D. Marvel, AIA, CSI/CDT
Gary C. Kromer, RA, CEFPI
Jason Morris, AIA
Nathan Dutch

ADMINISTRATION

Penny Phillips

ENGINEERING

Sandy Olandt, PE

INTERIORS

Kathy Richards, NCIDQ, CSI/CDT
Jenni Cozart, NCIDQ

EDUCATIONAL PLANNERS

Debbie Morris
Dr. Donna L. Wright

March 25, 2024

Mr. Mark Griffith
Marion County Schools
204 Betsy Park Drive
Jasper, TN 37347

Re: New Jasper Middle School
 KBJM Project No. 2697-14
 Pay Application #17

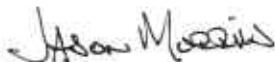
Dear Mr. Griffith:

Please find enclosed the Application and Certificate for Payment for the period ending February 29, 2024.

Based upon our periodic visits to the construction site and our observations of construction, the Applications for Payment, and the representations contained therein, to our knowledge, information and belief, the work appears to be in accordance with the Contract Documents.

Therefore, we recommend payment of \$747,210.26 to Tri-Con, Inc., and \$42,888.17 to the retainage account. This brings the total paid to Tri-Con, Inc. to date to \$24,942,186.36 and the total of the retainage account to \$1,330,815.33.

Thank you,



Jason Morris
Kaatz, Binkley, Jones & Morris Architects, Inc.

Enclosures

(1) Tri-Con, Inc. Pay Request

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: Jason Morris, KBJM Architects
 PROJECT: Jasper Middle School
 1008 Charlie Daniels Pl
 15 Hwy 150 Jasper, TN 37347
 FROM: Tricon, Inc.
 2040 N. Ocoee St.
 Cleveland, TN 37311
 CONTRACT FOR: General Construction

APPLICATION NO: 17
 PERIOD TO: 2/29/2024

CONTRACT DATE: 8/31/2022

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change orders approved in previous months by Owner			
Total		\$0.00	-\$696,507.00
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	(\$696,507.00)
Net change by Change Orders			(\$696,507.00)

1. ORIGINAL CONTRACT SUM..... \$12,649,000.00
 (\$696,507.00)
2. Net change by Change Orders..... \$11,952,493.00
3. CONTRACT SUM TO DATE (Line 1+2)..... \$26,616,306.68
4. TOTAL COMPLETED & STORED TO DATE..... \$26,273,001.69
 (Column G on G703)

- a. 5 % of Completed Work (Column D+E on G703) \$1,330,815.33
- b. 5 % of Stored Material (Column F on G703) \$0.00

Total Retainage (Line 5a+Sb or Total in Column I of G703)..... \$1,330,815.33
 6. TOTAL EARNED LESS RETAINAGE..... \$25,285,491.35
 (Line 4 less Line 5 Total) \$24,942,186.36

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior certificates)..... \$22,768,592.88
8. CURRENT PAYMENT DUE..... \$24,470,616.10
 (\$814,875.25) \$747,210.26
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$6,667,001.65
 (Line 3 Less Line 6) \$7,010,306.64

State of: Tennessee
 Subscribed and sworn to before me this 3/4/24
 Notary Public: [Signature]
 My Commission expires: 12-20-26



GENERAL CONTRACTOR: [Signature]
 Date: 3/4/24

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
 AMOUNT CERTIFIED: \$ 747,210.26
 (Attach explanation if amount certified differs from the amount applied for.)
 ARCHITECT: [Signature]
 By: Jason Morris
 Date: 3/25/24
 This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Schedule of Values - New Jasper Middle School

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

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

APPLICATION NO. 17
 APPLICATION DATE: 03/01/24
 PERIOD TO: 02/29/24

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
								% (G + C)			
1	General Conditions	\$1,000,000.00	\$680,000.00	\$50,000.00	\$730,000.00	\$0.00	\$730,000.00	73.0%	\$270,000.00	\$36,500.00	
2	Mobilization	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	100.0%	\$0.00	\$7,500.00	
3	Concrete	\$1,900,000.00	\$1,843,000.00	\$0.00	\$1,843,000.00	\$0.00	\$1,843,000.00	100.0%	\$57,000.00	\$92,150.00	
4	Masonry	\$4,690,000.00	\$4,690,000.00	\$0.00	\$4,690,000.00	\$0.00	\$4,690,000.00	100.0%	\$0.00	\$234,500.00	
5	Metals	\$2,603,000.00	\$2,576,970.00	\$0.00	\$2,576,970.00	\$0.00	\$2,576,970.00	100.0%	\$0.00	\$130,150.00	
6	Rough Carpentry	\$60,000.00	\$60,000.00	\$0.00	\$60,000.00	\$0.00	\$60,000.00	100.0%	\$0.00	\$3,000.00	
7	Roofing and Thermal	\$1,407,000.00	\$1,378,860.00	\$0.00	\$1,378,860.00	\$0.00	\$1,378,860.00	100.0%	\$28,140.00	\$70,350.00	
8	Doors and Hardware	\$823,000.00	\$617,250.00	\$0.00	\$617,250.00	\$0.00	\$617,250.00	90.0%	\$207,750.00	\$11,500.00	
9	Storefront Systems	\$230,000.00	\$223,100.00	\$0.00	\$223,100.00	\$0.00	\$223,100.00	100.0%	\$0.00	\$16,000.00	
10	Gyp Assemblies	\$320,000.00	\$310,400.00	\$0.00	\$310,400.00	\$0.00	\$310,400.00	100.0%	\$0.00	\$16,000.00	
11	Acoustical Ceilings	\$400,000.00	\$256,000.00	\$0.00	\$256,000.00	\$0.00	\$256,000.00	80.0%	\$144,000.00	\$16,000.00	
12	Flooring	\$620,000.00	\$310,000.00	\$0.00	\$310,000.00	\$0.00	\$310,000.00	65.0%	\$310,000.00	\$20,150.00	
13	Paint	\$284,000.00	\$213,000.00	\$0.00	\$213,000.00	\$0.00	\$213,000.00	85.0%	\$71,000.00	\$12,070.00	
14	Specialties	\$537,000.00	\$53,700.00	\$0.00	\$53,700.00	\$0.00	\$53,700.00	10.0%	\$483,300.00	\$2,685.00	
15	Food Service Equipment	\$942,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$942,000.00	\$0.00	
16	Gym and Stage Equipment	\$156,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$156,000.00	\$3,744.00	
17	Casework and Library Furniture	\$601,000.00	\$420,700.00	\$0.00	\$420,700.00	\$0.00	\$420,700.00	48.0%	\$180,300.00	\$0.00	
18	Bleachers and Auditorium Seating	\$300,000.00	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	75.0%	\$185,000.00	\$22,537.50	
19	Fire Suppression System	\$562,000.00	\$545,140.00	\$0.00	\$545,140.00	\$0.00	\$545,140.00	5.0%	\$216,860.00	\$750.00	
20	Plumbing System	\$1,520,000.00	\$1,474,400.00	\$0.00	\$1,474,400.00	\$0.00	\$1,474,400.00	99.0%	\$45,600.00	\$27,819.00	
21	HVAC System	\$2,070,000.00	\$1,966,500.00	\$0.00	\$1,966,500.00	\$0.00	\$1,966,500.00	95.0%	\$103,500.00	\$75,240.00	
22	Electrical System	\$2,800,000.00	\$2,520,000.00	\$0.00	\$2,520,000.00	\$0.00	\$2,520,000.00	90.0%	\$280,000.00	\$100,395.00	
23	Earthwork and Storm System	\$2,060,000.00	\$1,998,200.00	\$0.00	\$1,998,200.00	\$0.00	\$1,998,200.00	97.0%	\$61,800.00	\$133,000.00	
24	Asphalt Paving	\$762,000.00	\$304,800.00	\$0.00	\$304,800.00	\$0.00	\$304,800.00	40.0%	\$457,200.00	\$15,240.00	
25	Landscaping and Fencing	\$154,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$154,000.00	\$0.00	
26	Site Utilities	\$320,000.00	\$3,200.00	\$0.00	\$3,200.00	\$0.00	\$3,200.00	100.0%	\$0.00	\$16,000.00	
Allowances											
27	Testing: Engineered Earth Fill	\$	\$24,750.00	\$0.00	\$0.00	\$0.00	\$0.00	33.0%	\$50,250.00	\$1,237.50	
28	Testing: Concrete and Asphalt Paving	\$	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	44.0%	\$42,000.00	\$1,650.00	
29	Testing: Structural	\$	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	14.0%	\$64,500.00	\$525.00	
30	Discretionary Fund	\$	\$414,890.86	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$414,890.86	\$0.00	
	ASI 01 - VE Items	\$	(\$81,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	100.0%	\$0.00	(\$4,050.00)	
	ASI 05 - COR 03 and 04	\$	\$7,027.00	\$0.00	\$0.00	\$0.00	\$0.00	75.0%	\$21,756.75	\$3,263.51	
	ASI 08 - COR 06, 07, and 08	\$	\$23,862.00	\$0.00	\$0.00	\$0.00	\$0.00	100.0%	\$0.00	\$1,193.10	
	ASI 11 - COR 10	\$	(\$1,065.00)	\$0.00	\$0.00	\$0.00	\$0.00	100.0%	\$0.00	(\$4,553.25)	
	ASI 12 - COR 09	\$	\$10,750.00	\$0.00	\$0.00	\$0.00	\$0.00	100.0%	\$0.00	\$537.50	

ASI 13 - COR 12 thru 16	\$	\$3,664.00	\$53,664.00	\$0.00	\$0.00	\$53,664.00	100.0%	\$0.00	\$2,683.20
ASI 11 - COR 11 and 17	\$	10,183.00	\$10,183.00	\$0.00	\$0.00	\$10,183.00	100.0%	\$0.00	\$509.15
CCD1 - COR 20 thru 23 and Partial 24	\$	209,583.14	\$62,874.94	\$20,958.32	\$0.00	\$83,833.26	40.0%	\$125,749.88	\$4,191.66
CCD2 - COR 22 24 25 27	\$	341,575.00	\$34,157.50	\$34,157.50	\$0.00	\$68,315.00	20.0%	\$273,260.00	\$3,415.75
31 State Fire Marshal and Local Codes Changes	\$	75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$75,000.00	\$0.00
32 Civil Engineers	\$	45,000.00	\$28,125.00	\$7,425.00	\$0.00	\$35,550.00	79.0%	\$9,450.00	\$1,777.50
33 Permits and Fees for Civil	\$	175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$175,000.00	\$0.00
34 Soil Erosion and Silt Control	\$	38,000.00	\$7,790.00	\$6,650.00	\$0.00	\$14,440.00	38.0%	\$23,560.00	\$722.00
35 TDDOT Index (30% Increase)	\$	38,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$38,400.00	\$0.00
36 Electrical Permits and Fees	\$	100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$100,000.00	\$0.00
37 Additional Earthwork 1	\$	208,000.00	\$208,000.00	\$0.00	\$0.00	\$208,000.00	100.0%	\$0.00	\$10,400.00
38 Sewer Lift Station (\$803,493)	\$	1,500,000.00	\$795,000.00	\$0.00	\$0.00	\$795,000.00	53.0%	\$705,000.00	\$39,750.00
39 Additional Earthwork 2 - Pond	\$	75,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00	100.0%	\$0.00	\$3,750.00
40 Additional Earthwork 3 - Ground Water	\$	75,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00	100.0%	\$0.00	\$3,750.00
41 Additional Earthwork 4 - Footings	\$	75,000.00	\$39,016.28	\$0.00	\$0.00	\$39,016.28	52.0%	\$35,983.73	\$1,950.81
42 Additional Earthwork 5 - Asphalt Soil	\$	75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$75,000.00	\$0.00
Change Order #2	\$	(696,507.00)	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	(\$696,507.00)	\$0.00
44 P&P Bond		\$300,000.00	\$300,000.00	\$0.00	\$0.00	\$300,000.00	100.0%	\$0.00	\$15,000.00
45 Overhead and Profit		\$1,394,130.00	\$1,129,245.30	\$27,882.60	\$0.00	\$1,157,127.90	83.0%	\$237,002.10	\$57,856.40
GRAND TOTALS		\$3,952,493.00	\$25,758,543.27	\$857,763.41	\$0.00	\$26,616,306.68	83.30%	\$5,336,186.32	\$1,330,815.33

**CONDITIONAL-CONTRACTOR'S AFFIDAVIT
AND
PARTIAL WAIVER OF LIEN**

{PROJECT: Jasper Middle School}

I Jared Erwin, being duly sworn, depose and state that I make this Affidavit and Waiver on behalf of Tri-Con, Inc., and that I am fully authorized to do so.

NOW THEREFORE, for and in consideration of the payment made by the Owner to Tri-Con, Inc. the sum of \$814,875.25, when received, does hereby forever waive, release, relinquish, and remise to the extent of said payment and all previous payments heretofore received, and all liens, claims or demands against the Owner of below described Project, the right to assert a mechanic's and materialmen's lien pursuant to T.C.A. 66-11-101 et. Seq., and/or any claim for quantum meruit or unjust enrichment, scheduling damages, increased costs, delays, acceleration, whether existing now or arising in the future, for and on account of labor and materials furnished and rendered to the Owner and improvement of the following described Project:

{PROJECT: Jasper Middle School}

The undersigned further certifies and warrants that it has paid all of its subcontractors, suppliers and materialmen for any and all labor, materials, and services rendered in connection with the construction and improvement of the above described project and is in compliance with all local, state and federal laws applicable to its work on the Project. Additionally, the undersigned agrees to indemnify and hold harmless the Owner from and against any and all claims damages, losses, and expenses, including but not limited to attorney's fees arising out of or resulting from any non-payment by the undersigned to any subcontractor, supplier, laborer or materialman to the above described Project.

Further, the undersigned warrants that all materials and equipment covered by this billing and payment are free and clear of all liens, claims, security interests, and encumbrances.

Dated this 4th of March, 2023.

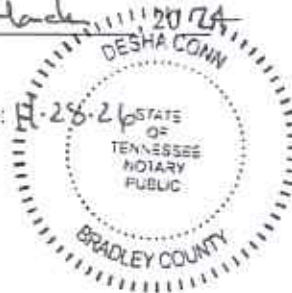
Contractor Name

Jared Erwin

Sworn to and subscribed before me this 4th day of March, 2023

[Signature]
Notary Public

My Commission Expires: 11-28-26



**UNCONDITIONAL-CONTRACTOR'S AFFIDAVIT
AND
PARTIAL WAIVER OF LIEN**

(PROJECT: Jasper Middle School)

I Jared Erwin, being duly sworn, depose and state that I make this Affidavit and Waiver on behalf of Tri-Con, Inc., and that I am fully authorized to do so.

NOW THEREFORE, for and in consideration of the payment made by the Owner to Tri-Con, Inc. the sum of \$1,426,383.22 does hereby forever waive, release, relinquish, and remise to the extent of said payment and all previous payments heretofore received, and all liens, claims or demands against the Owner of below described Project, the right to assert a mechanic's and materialmen's lien pursuant to T.C.A.66-11-101 et. Seq., and/or any claim for quantum meruit or unjust enrichment, scheduling damages, increased costs, delays, acceleration, whether existing now or arising in the future, for and on account of labor and materials furnished and rendered to the Owner and improvement of the following described Project:

(Jasper Middle School)

The undersigned further certifies and warrants that it has paid all of its subcontractors, suppliers and materialmen for any and all labor, materials, and services rendered in connection with the construction and improvement of the above described project and is in compliance with all local, state and federal laws applicable to its work on the Project. Additionally, the undersigned agrees to indemnify and hold harmless the Owner from and against any and all claims damages, losses, and expenses, including but not limited to attorney's fees arising out of or resulting from any non-payment by the undersigned to any subcontractor, supplier, laborer or materialman to the above described Project.

Further, the undersigned warrants that all materials and equipment covered by this billing and payment are free and clear of all liens, claims, security interests, and encumbrances.

Dated this 4th of March, 2023.

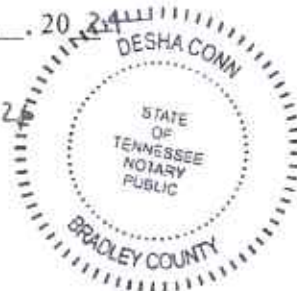
Contractor Name

Jared Erwin

Sworn to and subscribed before me this 4th day of March, 2023

Jared Erwin
Notary Public

My Commission Expires: (1) 28 2024





AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> 50823.1 Theater Renovations for SPHS South Pittsburg, TN	CONTRACT INFORMATION: Contract For: General Construction Date: December 12, 2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 3-27-2024
OWNER: <i>(Name and address)</i> Marion County Schools 204 Betsy Pack Drive Jasper, TN 37347	ARCHITECT: <i>(Name and address)</i> OLG Engineering, Inc. 301 Industrial Blvd. Tullahoma, TN 37388	CONTRACTOR: <i>(Name and address)</i> Integrated Builds, LLC 1310 East End Ave. Chattanooga, TN 37412

THE CONTRACT IS CHANGED AS FOLLOWS:

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

After removal of floor tile and mastic the flooring contractor made a site visit and unfortunately the condition of the floor is worse than expected. The flooring contractor included minor patching in their scope, but most of the seating area will require application of self-leveling grout/mastic to provide an acceptable floor installation. Additional funds of \$9,417.10 are requested to cover this additional expense.

The original Contract Sum was	\$ 676,715.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 676,715.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 9,417.10
The new Contract Sum including this Change Order will be	\$ 686,132.10

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

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

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

OLG Engineering, Inc. ARCHITECT <i>(Firm name)</i>  SIGNATURE Dean Oliver, PE, President PRINTED NAME AND TITLE 3-27-2024 DATE	Integrated Builds, LLC CONTRACTOR <i>(Firm name)</i>  SIGNATURE Drew Toth Project Manager PRINTED NAME AND TITLE 3-28-24 DATE	Marion County Schools OWNER <i>(Firm name)</i> SIGNATURE Dr. Mark Griffith, Director PRINTED NAME AND TITLE DATE
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INTEGRATED PROPERTIES

Date: March 28, 2024
 Address: Integrated Properties, LLC
 P.O. Box 91298
 Chattanooga, TN 37412
 To: Marion County Schools
 204 Betsy Peck Dr.
 Jasper, TN 37347
 Integrated Job No.: 23-015
 Re: South Pittsburg High School Theater Renovations
 Payment Request No. 5

SUMMARY OF CONTRACT AND CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT		\$	676,715.00
TOTAL REVISED SUBCONTRACT (through Change Order		\$	676,715.00
TOTAL AMOUNT ESTIMATED COMPLETE	84%	\$	571,743.10
LESS RETAINAGE	5%	\$	28,587.15
LESS PREVIOUS PAYMENTS		\$	383,452.11
AMOUNT OF CURRENT REQUISITION		\$	159,703.84

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certifications of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Sworn to and subscribed before me

This 28th day of March, 2024

Christi Ezell
 NOTARY PUBLIC

My commission expires:

NOV. 23, 2024



CONTRACTOR

By: Integrated Properties, LLC

 Its: Project Manager

 Print Name: Drew Toth

Architect's Certificate for Payment

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

AMOUNT CERTIFIED

\$ 159,703.84

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation sheet that are changed to conform with the amount certified.)

OWNER

By: _____ Date: _____

ARCHITECT Engineer
 By: Dean Oli

Date: 3-28-24

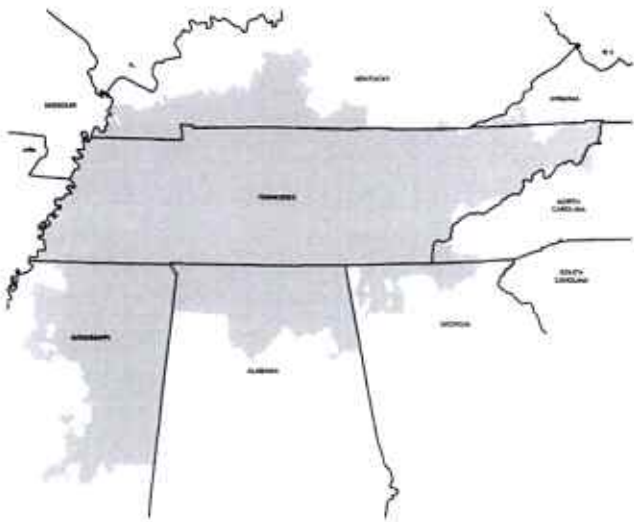
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SCHEDULE OF VALUES

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

Project: SPHS Theater Renovations
 Requisition #: 5
 Requisition Date: March 28, 2024

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + F)	THIS PERIOD				
Contract								
03 00 00	Procurement and Contracting	\$ 10,962.00	\$10,962.00			\$ 10,962.00	100%	\$ -
01 00 00	General Requirements	\$ 61,836.00	\$ 46,000.00	\$15,836.00		\$ 61,836.00	100%	\$ -
01 20 00	Allowances	\$ 30,000.00		\$ 25,142.30		\$ 25,142.30	84%	\$ 4,857.70
02 41 00	Demolition	\$ 12,573.00	\$ 12,573.00			\$ 12,573.00	100%	\$ -
02 82 00	Asbestos Abatement	\$ 33,220.00	\$ 33,220.00			\$ 33,220.00	100%	\$ -
05 50 00	Metal Fabrications	\$ 1,760.00	\$ 1,760.00			\$ 1,760.00	100%	\$ -
06 10 00	Rough Carpentry	\$ 5,638.00	\$ 5,638.00			\$ 5,638.00	100%	\$ -
06 40 00	Architectural Woodwork	\$ 9,040.00		\$ 9,040.00		\$ 9,040.00	100%	\$ -
08 10 00	Doors, Frames, Hardware	\$ 2,404.00	\$ 2,404.00			\$ 2,404.00	100%	\$ -
08 33 00	Colling Counter Doors	\$ 3,350.00		\$ 3,350.00		\$ 3,350.00	100%	\$ -
08 71 00	Door Hardware Installation	\$ 1,100.00		\$ 1,100.00		\$ 1,100.00	100%	\$ -
09 21 16	Gypsum Board Assemblies	\$ 11,880.00	\$ 11,880.00			\$ 11,880.00	100%	\$ -
09 51 00	Flooring	\$ 71,710.00		\$ 71,710.00		\$ 71,710.00	100%	\$ -
09 91 00	Painting	\$ 20,614.00	\$ 20,614.00			\$ 20,614.00	100%	\$ -
10 44 00	Fire Protection Specialties	\$ 2,200.00	\$ 2,200.00			\$ 2,200.00	100%	\$ -
11 57 00	Audio and Visual	\$ 123,080.00	\$ 110,772.00	\$ 6,154.00		\$ 116,926.00	95%	\$ 6,154.00
11 61 00	Stage Curtains	\$ 72,310.00		\$ 11,345.00		\$ 11,345.00	51%	\$ 30,865.00
12 01 00	Auditorium Seating	\$ 105,129.00	\$52,565.00			\$ 52,565.00	50%	\$ 52,564.00
14 42 00	Handicap Lifts	\$ 31,811.00	\$22,267.30			\$ 22,267.30	70%	\$ 9,543.70
25 00 00	HVAC	\$ 2,200.00	\$ 2,200.00			\$ 2,200.00	100%	\$ -
26 00 00	Electrical	\$ 107,998.00	\$ 68,578.50	\$ 18,432.00		\$ 87,010.50	81%	\$ 20,987.50
Contract Totals		\$ 876,715.00	\$ 408,633.80	\$ 168,109.30	\$ -	\$ 576,743.10	84%	\$ 104,971.90



At **Tennessee Valley Authority** there are many different career paths. We invite you to spend the day job shadowing several positions that support our hydro generation team.

We are committed to keeping the lights on for the people living in your community, being a leader in environmental stewardship, and fostering job growth across the seven states that make up the TVA service area – No matter your interest, we have a place for you to make a difference.

Early Careers



Hydro Technician

Technicians are trained in all aspects of the operation and maintenance of generating assets at hydro dams and pumped storage facility.



Laborer

Assist maintenance and operations crews with tasks such as grounds' maintenance, ensuring a clean work environment and logistical items such as setting up for meetings.



Hydro Coordinator

Manages the work coordination for operations and maintenance crews with planning and execution of daily work tasks.



Engineer

Entry level engineers provide on-site technical guidance, troubleshooting, outage scopes and system health inspections on our critical equipment.

Day Schedule Sample

TIME	ACTIVITY
0700-0730AM	Crew briefing /Pre-job brief, Orientation
0730-1100AM	Shadow and observe designated crews
1100-1130AM	Lunch (students to bring)
1130AM-1700PM	Shadow and observe designated crews
1500-1700PM (timing will vary)	End of day/Post brief and feedback session will lie in the approximate timeframe based on work schedules

Interested?



Sign up on the interested form by the QR code or form at the career booth.



Fill out the application provided by your teacher or TVA representative.



Submit your application to the POGLOWProgram@tva.gov by the designated timeframe.

STUDENT APPLICATION INFORMATION

Date of Application (valid for one year):

PRINT FULL NAME:

First Middle Last

Name of School: _____

Date of Birth: _____

Home Street Address: _____

City, State, Zip Code: _____

Home Phone Number: _____

Mobile Phone Number: _____

Email Address: _____

Gender/Race (optional): _____

I am currently interested in the following job fields and would like to obtain more information on the following:

(Check All That Apply)

Electrician/Linemen Apprenticeships Student Generating Plant Operator Mechanical Craft

Gas or Hydro Technician Laborer Internships or Coops Other: _____

REQUIRED: Teacher Recommendation

By signing below, I recommend the applicant for consideration in the Program.

Teacher Name (printed) and Signature

Email Address (for verification)

EMERGENCY INFORMATION

If you would like to provide additional emergency contacts, please use the blank space below to add additional contacts.

Primary (Parent/Legal Guardian)

Emergency Contact Name:	
Relationship to Applicant/Student:	
Street Address:	
City, State, Zip Code:	
Phone Number (Home):	
Phone Number (Mobile):	
Phone Number (Work):	

Secondary

Emergency Contact Name:	
Relationship to Applicant/Student:	
Street Address:	
City, State, Zip Code:	
Phone Number (Home):	
Phone Number (Mobile):	
Phone Number (Work):	

Marital Status of Applicant/Student (check one)

Single

Married

Divorced

Widowed

Separated

STUDENT GUIDELINES AND REQUIREMENTS

1. Proper PPE will be required, including, but not limited to:
 - a. Steel toed safety boots or closed toe shoe (students' responsibility to acquire)
 - b. Safety vest (to be provided by TVA)
 - c. Hard hat (to be provided by TVA)
 - d. Safety glasses (to be provided by TVA)
 - e. Ear plugs, if applicable (to be provided by TVA)
2. TVA PPE will be worn at all times when in required workplace areas.
3. Full length jeans/pants are required at TVA facilities.
4. Clothing may not exhibit written pictorial, or implied reference to drugs, alcohol, tobacco, or other illegal substances/activities. Slogans that are sexually suggestive, contain, or include negative, disruptive phrases or pictorials shall not be worn.
5. There shall be no references to the student's political affiliation on clothing.
6. All students will not touch any active, live, or hazardous equipment without authorization of TVA employee lead.
7. All students will uphold and maintain TVA policies, values, and competencies while onsite.
8. Pictures are only permitted where a TVA employee lead deems appropriate.
9. Never bring alcohol or illegal drugs on TVA premises or in a TVA vehicle.
10. Never carry firearms or other weapons onto TVA premises, while traveling on TVA business or in a TVA vehicle unless authorized to do so by management in performance of your TVA duties.

By signing, I agree to uphold the student and guideline requirements while on TVA property.

Printed Name of Participant

Signature of Participant

Date

STUDENT AND PARENT/GUARDIAN LIABILITY CONSENT FORM

REQUIRED: Wavier of Liability and Contract of Release

I, _____, acknowledge and agree that I have voluntarily requested to job shadow Tennessee Valley Authority (TVA) employees and contractors to gain a more thorough understanding of the utility industry and occupations that are utilized in full time employment. The term "job shadow" refers to the observation of full-time TVA employees and contractors performing specified daily job duties at TVA sites. I understand my presence is for observational purposes only and I am not permitted to perform any work on site. I understand I am not a TVA employee, contractor, or agent of TVA in any way, and I am not entitled to any salary or employee benefits, such as monetary considerations, paid leave, medical coverage, retirement, and/or any other benefit generally afforded to TVA employees and/or contractors.

I UNDERSTAND THAT JOB SHADOWING UTILITY WORK REQUIRES ME TO BE IN A POWERHOUSE ENVIRONMENT AROUND ACTIVE AND LIVE EQUIPMENT. I AM AWARE AND ACKNOWLEDGE THAT THE ACTIVITIES AND ENVIRONMENT IN WHICH I WILL OBSERVE ARE INHERENTLY DANGEROUS. THE INHERENT HAZARDS OF SUCH ACTIVITIES AND ENVIRONMENT COULD CAUSE DAMAGE TO MY PROPERTY, SERIOUS INJURY OR DEATH. I HEREBY AFFIRM THAT I AM VOLUNTARILY JOB SHADOWING/OBSERVING THESE ACTIVITIES WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL DANGERS INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

In consideration for being permitted by TVA to participate in this job shadow opportunity and use or be on or in the premises and facilities wherein or whereon the job shadowing will take place, I, do hereby forever release TVA and their respective directors, officers, employee, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in this job shadow opportunity, (ii) the negligence or other acts, whether directly or indirectly connected to this opportunity, and however caused, by any Releasee, or (iii) the condition of the premises where these job shadowing opportunities occur, whether or not I am then participating in the job shadowing activities. I also agree that I, my assignees, heirs, legatees, distributes, guardians, next of kin, spouse and legal representatives waive any and all rights I might have to make a claim against, sue, or attach the property, personal or public, of any Releasee in connection with any of the matters covered by the foregoing release.

By signing this form, I agree to assume any and all risks with my participation, forever releasing liability from Tennessee Valley Authority and waive my rights to file any legal claims and damages associated with this job shadowing opportunity.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the Tennessee Valley Authority. I voluntarily sign and agree to waive my rights associated with the above.

If Signed by Parent or Guardian: I verify, affirm and acknowledge the dangers associated with this job shadowing opportunity, and the significance of this Release and Waiver were explained to both me and the Participant, to my satisfaction, and that both I and the Participant understand and consent to these risks and this waiver of liability.

Printed Name of Participant

Signature of Participant

Date

Parent/Guardian Signature (if participant is under 18 years of age)

Date

No person under 18 years of age is approved to participate in any TVA activity without first obtaining the above written approval of parent or guardian.

STUDENT AND PARENT/GUARDIAN MEDIA CONSENT FORM

REQUIRED: Wavier and Release

I, _____, grant permission to Tennessee Valley Authority (TVA) hereinafter known as the "Media" to use my image (photographs and/or video) for use in Media publications including:

(Check All That Apply)

- Videos Email Blasts Recruiting Brochures Newsletters Magazines
 General Publications Website and/or Affiliates Other: _____

I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

Please initial the paragraph below which is applicable to your present situation:

____ - I am 18 years of age or older and I am competent to contract in my own name. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

____ - I am the parent or legal guardian of the below named child. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

Printed Name of Participant

Signature of Participant

Date

Parent/Guardian Signature (if participant is under 18 years of age)

Date

No person under 18 years of age is approved to participate in any TVA activity without first obtaining the above written approval of parent or guardian.

REFERRAL FORM
2024-2025 School year

Student Name _____ School: _____

SECTION 1: CLASSROOM TEACHER

I give my recommendation for this student to participate in TVA Glow Program.

Student follows safety guidelines in the classroom, rules and is attentive to assignments. This student has good attendance in my classroom

ADDITIONAL COMMENTS:

SECTION 2: Principal

_____ Approved

_____ Not approved

ADDITIONAL COMMENTS

Signatures

Classroom Teacher Date

Classroom Teacher Date

Classroom Teacher Date

Classroom Teacher Date

PRINCIPAL

Date

To: Mark Griffith
From: Mike Ogden
CC: Marion County School Board
Date: 03/14/2024
Re: Funding for Security Camera Upgrades District Wide

The School Board approved upgrading the existing analog Security Cameras at the Schools as funds are available. To be purchased from the TIPS contract # 220105 (Technology Solutions Products and Services) Awarded Vendor Honeywell.
Honeywell partner Trimble Security

I am asking for approval to use Essr funds in the amount of \$118,000.00 for the project.

I hope you will consider my request.

Respectfully,

Mike Ogden
Technology Director

To: Mark Griffith
From: Mike Ogden
CC: Marion County Board of Education

Re: Request approval to reject all bids for Window Security Film

I am requesting all bids for the Window Security Film bid be rejected based on the fact Our Safety Grant has a limited amount of money and we would not be able to do very much if we use the 23mil specification.

Thank you for your consideration.

Mike Ogden

To: Mark Griffith
From: Mike Ogden
CC: Marion County Board of Education
Re: Request approval to rebid Window Security Film

I am requesting permission to rebid Window Security Film at 8mil thickness and one way film.

We have found in discussions with Metro Nashville Public Schools that 8mil thickness is acceptable for Window Security Film.

8mil clear film goes on the inside of the window for Security purposes and the one way film is applied to the outside glass to prevent seeing in.

Thank you for your consideration.

Mike Ogden



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ADMINISTRATIVE AND STAFFING SERVICES CONTRACT AGREEMENT

This Services Agreement (the "Agreement") is made on this 15th day of March, 2024, by and between **Marion County Schools** (hereinafter known as "School District") with its principal office at, and **Stellar Therapy Services, LLC**, (hereinafter known as "Contractor") with its principal office in Chattanooga, TN, 37421.

WHEREAS, School District is a local board of education of the State of Tennessee which, when required, provides healthcare services; and Contractor is engaged in the business of providing healthcare workers; and School District desires to engage Contractor for the purpose of providing certain therapy and other services in accordance with the terms set forth in this Agreement; and it is the intent of the parties hereto that Contractor provide the Services as an independent contractor and not as an employee of School District, and

WHEREAS, the Centers for Medicare and Medicaid Services letter to State Medicaid Directors, SMD#14-006, dated December 15, 2014, states that Medicaid reimbursement is available for covered services that are provided to Medicaid beneficiaries regardless of whether there is any charge for the service to the beneficiary or the community at large; and the School District desires that the Contractor provide billing and related administrative services in connection with healthcare services provided to School District students who are TennCare enrollees.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, School District and Contractor hereby agree as follows:

1. **Term.** The term of this Agreement shall be from **July 1, 2024, through June 30, 2025.**

2. **Therapy Services.**

(a) Contractor shall provide to School District the Therapy Services listed in Section 4 of this Agreement, in person or by telehealth, including direct and indirect service time, assessments, treatments, supervision of assistants, consultation, documentation, progress reports, meeting attendance, travel time between schools, documentation and prep time performed onsite or offsite, through service providers selected and employed by Contractor.

(b) Contractor represents and warrants that s/he possesses all licenses and qualifications necessary to perform the Services and agrees to maintain (at his/her expense) such licenses and qualifications, and to



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practice conduct in accordance with the professional Code of Ethics of AOTA, APTA, ASHA, NASP, and APA (as applicable) and all relevant rules and regulations applying to the performance of the Services throughout the term of this Agreement.

(c) School District is prohibited from hiring, causing to be hired, or contracting with in any capacity any person associated with the Contractor without the expressed written consent of the Contractor for a period of one year from the termination of this contract or the termination of working relationship of said person with Contractor.

(d) Should the School District obtain the consent of the Contractor and hire a person referred by the Contractor, a recruiting fee is owed. Rates for recruiting services are 20% of the annual salary, inclusive of any sign-on bonuses, due within thirty (30) days from date of acceptance of employment offer by prospective employee. This provision shall not apply to a person hired by School District after the periods referred to in (c) above.

3. Administrative Services.

(a) Contractor shall provide the following services to School District during the term of this Agreement (the "Administrative Services"):

- On behalf of School District, Contractor shall prepare and submit to appropriate Managed Care Organizations (as defined under TennCare) all claims for identified eligible healthcare services that are provided to TennCare Eligible School District Students either by service providers who are directly employed by School District ("School District Providers") or who have a current contract with Board of Education ("Contract Providers").
- Assist in obtaining all billing numbers and credentials required for the School District to receive Medicaid payments.
- Assist in obtaining billing numbers for School District Providers, including the acquiring and maintaining of required credentials associated with healthcare services provided to TennCare Eligible School District Students and billed by Contractor hereunder.
- Train School District Providers or Contract Providers as needed on documentation and clinical requirements related to school-based healthcare services submitted for Medicaid reimbursement.
- Provide and maintain online documentation system for provided services. Provide user trainings and help desk support as needed.



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- Review and assist School District in the identification of appropriate notices and consents required to be provided to students (or their parents or legal guardians) under applicable state and federal laws.
- Perform quality assurance reviews related to compliance with State and Federal regulations with results available to School District.
- Ensure that all consents and required orders on behalf of the TennCare Eligible School District Students are in place in order for Contractor to bill for services provided thereto.
- Upon the date of expiration or termination of this Agreement for any reason (the "Termination Date"), Contractor shall have the option to bill exclusively for all claims for services provided to Eligible School District Students by School District Providers or Contract Providers having dates of service on or prior to the Termination Date (the "Pre-Termination Charges"). This option shall conclusively be deemed to have been exercised by Contractor unless Contractor notifies School District on or prior to the Termination Date that it has elected not to exercise this option. If Contractor exercises such option, Contractor shall bill exclusively for all Pre-Termination Charges and provide standard reports in connection therewith for a period of up to one hundred twenty (120) days following the Termination Date (the "Post-Termination Period"). Contractor shall have the right to reduce the duration of the Post-Termination Period at any time by providing written notice to School District specifying the shorter Post-Termination Period. Contractor shall continue to receive its monthly Administrative Services Fee on all Pre-Termination Charges collected during the Post-Termination Period. Upon expiration of the Post-termination Period, Contractor shall cease providing the Post-Termination Services to School District.

(b) The parties agree to work together in good faith to address issues arising under applicable state and federal laws, policies, procedures, and requirements pertaining to the Administrative Services, so that the Administrative Services shall be structured and performed in accordance with such laws.

(c) All revenue and income resulting from the Administrative Services hereunder shall belong to and accrue to the benefit of School District, unless otherwise agreed by the parties. The parties shall work together to establish appropriate accounts into which such revenues shall be deposited in order to comply with applicable laws.

(d) During the term of this Agreement, School District will not use the services of any other billing or claims processing companies for the purpose of submitting claims for services performed by School District Providers or Contract Providers for TennCare Eligible School District Students.



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4. Compensation.

(a) In consideration for the Administrative Services provided by Contractor, School District agrees to pay Contractor a Fee for Administrative Services equal to twenty percent (20%) of total revenues received in connection with services provided to Eligible School District Students by School District Providers or Contracted Providers and billed by Contractor.

(b) In consideration for the Therapy Services provided by Contractor, School District agrees to pay Contractor its Fees for Therapy Services per the following rate schedule:

THERAPY SERVICES:

Speech and Language Pathologist	\$72/hour
Speech and Language Pathologist – CFY	\$60/hour
Speech and Language Pathologist Assistant	\$50/hour
Travel per diem (per provider)	\$75/day
Mileage between schools	Standard IRS rate, currently \$.655/mile

The hourly rate will be charged for all direct and indirect service time, assessments, evaluations, treatments, supervision of assistants, consultation, documentation, teletherapy, progress reports, meeting attendance, travel time between schools, documentation and prep time performed onsite or offsite and any other services requested by the School District or required as necessary for providing services. The Travel per diem is charged for any therapist who travels more than 25 miles from their residence to the assigned school. The mileage rate will be charged for travel between school sites. Other services may be added as needed with rates to be agreed upon in advance by both parties. The parties further agree that supplies, equipment and other expenses incurred by Contractor in connection with the foregoing Therapy Services and approved in advance by School District shall be reimbursed by School District at Contractor’s cost. The minimum requirement for this contract will be a 2 1/2-hour minimum charge per therapist per day each provider works and is on site and 1 hour minimum charge for telehealth or offsite services.

(c) Contractor shall invoice School District on a regular basis for the Administrative and Therapy Services provided under this Agreement, and School District shall be responsible for paying all Fees for those Therapy Services within twenty (20) days of receipt of Contractor's invoice therefor; provider, however, that School District has the right to review and approve any invoiced Therapy Services and to disallow any charges it questions in good faith. Contractor agrees to provide School District details of services provided with each invoice, including student names and dates of services upon request by School District.



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(d) The parties represent and warrant to the other that all compensation payable to Contractor by School District hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the parties represent and warrant that all compensation hereunder was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties.

(e) The Contractor reserves the right to change the Rates listed above in 4(a) and will notify the School District in writing of such within thirty (30) days of effective date of changes. After receipt by the School District of rate changes of the Contractor, School District shall have thirty (30) days from receipt of the rate changes to cancel this Agreement if School District does not agree with the rate changes. If School District cancels this Agreement because of unacceptable rate changes, neither party under this Agreement shall have any further obligations under this Agreement after the date of cancellation.

5. FERPA Compliance.

School District and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with School District as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract (**SEE ATTACHMENT**).

6. SCHOOL DISTRICT RESPONSIBILITIES.

(a) School District agrees to provide or cause to be provided to Contractor timely, accurate, complete and up-to-date information required by Contractor to perform the Administrative Services, which information may include without limitation demographic, charge, diagnosis, patient or treatment related information. School District represents and warrants that all clinical documentation provided to Contractor will be true, accurate and complete and up-to-date at the time of provision. School District will notify Contractor when it becomes aware that any inaccurate or incomplete information has been supplied to Contractor, including but not limited to errors that may affect CPT codes or ICD-10 codes or their equivalents. School District shall notify Contractor promptly of all non-chargeable patient visits or services. (**SEE ATTACHMENT**)

(b) School District represents and warrants that the School District Providers and Contract Providers will perform their services in accordance with standards adopted by the governing bodies of their specialty and that such services are and will be medically necessary, usual, customary and reasonable.

(c) School District acknowledges that the timing and amount of collections generated by the Administrative Services are subject to numerous variables, and that School District's failure to comply with the



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requirements of this Agreement may materially interfere with the Administrative Services. School District additionally acknowledges that Contractor's ability to perform the Administrative Services may be affected by the inability or failure of third party payors beyond the control of Contractor to accurately process data, complete provider enrollment or credentialing on a timely basis, or adopt systems to comply with requirements imposed by federal or state laws.

(d) If Contractor exercises its option to perform Post-Termination Services, then School District shall ensure that it provides to Contractor all data and back-up information pertaining to the Pre-Termination Charges promptly after receipt thereof. The parties acknowledge that Contractor cannot properly provide the Post-Termination Services without such data and information. If School District fails to comply with its obligations under this Section, School District agrees that it shall release and hold Contractor harmless from any claims, losses or damages relating to or arising from Contractor's performance of the Post-Termination Services.

7. **Professional Liability Insurance.** Contractor will provide proof of insurance with coverage and limits satisfactory to School District's Office of Risk Management.

8. **Acknowledgments.**

(a) Contractor and School District acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between School District and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and School District acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

(b) Contractor and School District acknowledge and agree that they have had a sufficient opportunity to review the terms of this Agreement.

(c) Contractor and School District acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers, employees or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering into this Agreement.

9. **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.



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10. Tax Liabilities. All taxes applicable to any amounts paid by School District to Contractor under this Agreement shall be Contractor's liability and School District shall not withhold or pay any amounts for federal, state or municipal income tax, Social Security taxes, or unemployment or worker's compensation taxes. Contractor hereby acknowledges its personal liability for the tax imposed by the Internal Revenue Code of 1986, and the payment, when applicable, of estimated quarterly taxes and the filing, when applicable, of quarterly Internal Revenue Service forms for the declaration of estimated tax by individuals. Upon request by School District, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, School District shall be solely responsible for all taxes associated with revenues generated from the services provided the TennCare Eligible School District Students by School District Providers and submitted to Managed Care Organizations by contractor as a part of the Administrative Services.

11. Preservation of Records. Contractor and School District agree that they shall cause the healthcare records generated in connection with the services of the School District Providers and Contract Providers to be maintained for at least seven (7) years after the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and School District shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

12. Notices. Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

13. Change Of Circumstances. In the event (i) Medicaid, TennCare, any applicable third-party payer or any federal, state or local legislative or regulatory authority establishes or has any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change or has an adverse effect in the method or amount of reimbursement or payment for the use of or services services provided to Eligible School District Students by School District Providers and submitted to Managed Care Organizations by Contractor as a part of the Administrative Services, (ii) any or all of such payers/authorities establishes any law, rule, regulation, policy, procedure or interpretation thereof which establishes or creates a substantial risk of violation of any federal, state or local anti-



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fraud and abuse law, or (iii) any or all of such payers/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party affected by any such change in circumstances or adverse effect, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

14. **Governing Law.** This Agreement is made and entered into the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of that state.

15. **Severability.** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

16. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

17. **Headings.** The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

18. **Counterparts.** This Agreement may be executed in two counterparts, both of which shall constitute an original.



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives below.

School District

Stellar Therapy Services, LLC

By: _____

By: _____

Title: _____

Title: CFO _____

SEND INVOICES TO: _____

EMAIL: _____

PHONE: _____



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ATTACHMENT Authorization and Acknowledgement of Compliance of Privacy Laws

Whereas, School District has contracted with Stellar Therapy Services, LLC, for the provision of administrative and billing services related to certain healthcare services described within the contract.

Whereas, The above referenced contract may require the disclosure by the School District to Stellar Therapy Services, LLC, of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA).

Whereas, 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to authorized representatives of School District and local educational authorities in connection with an audit or evaluation of Federal or state supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the School District and Stellar Therapy Services, LLC, hereby agree as follows:

1. Stellar Therapy Services, LLC, is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender, and Enrollment Record.
2. Stellar Therapy Services, LLC, as authorized representative of School District for the sole purpose of complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with School District.
3. Stellar Therapy Services, LLC, agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

CONTRACT FOR SERVICES
between
Marion County Schools
and
Allied Instructional Services

THIS AGREEMENT is made and entered into on _____, by and between Allied Instructional Services, LLC, a Virginia company with an address at P.O. Box 2214, Ashland, VA 23005 ("AIS"), and Marion County Schools, with an address at 204 Betsy Drive, Jasper, Tennessee, 37347 ("District").

1. **Integration:** This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral. If any provision of the contract documents conflicts with another provision, this agreement shall govern.
2. **Term:** This contract shall be effective on July 1, 2024 and shall continue in full force until June 30, 2025.
3. **Services to be Provided:** District hereby engages AIS for the provision of the services described in this agreement Addendums A - D and AIS agrees to arrange for said services to be provided for District. AIS acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by similar businesses and further represents that in the performance of its duties herein set forth it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by AIS under similar conditions and like circumstances and shall perform such duties without neglect. Any equipment, supplies, or materials used in the performance of this contract shall be provided by District except as otherwise agreed by the parties.

District shall pay AIS as described in Addendums A - D within thirty (30) days of receipt of invoice from AIS. If any fees due hereunder are not paid when due, interest shall accrue on the amount not paid when due at rate of one and one-half percent (1 ½ %) per month until paid.

AIS covenants and agrees that it shall take one of the two following actions within seven (7) days after receipt of any amounts paid to AIS by the District for work performed by a subcontractor under the Agreement:

- a) pay any contractor for its proportionate share of the total payment received from the District attributable to the work under the Agreement performed by such subcontractor, or
- b) notify the District and the contractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore.

AIS agrees to provide its federal employer identification number as a condition precedent to the District being required to make any payment to AIS under the Agreement.

AIS agrees to pay interest at the legal rate or such other rate as may be agreed to in writing by the contractor and AIS on all amounts owed by AIS that remain unpaid after seven (7) days following receipt by AIS of payment from the District for work performed by the contractor in furtherance of AIS meeting its obligations to the District, except for amounts withheld pursuant to the provisions above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

4. AIS will assign contractors to provide services at school's premise(s), remotely or a hybrid of the two under District's supervision. AIS retains the sole right to select contractors to provide services, but AIS agrees all contractors providing services shall be pre-approved by District for the assigned services. AIS recognizes that contractors who are assigned to provide services may have access to certain information of District and students which may be proprietary and confidential. AIS and contractors will treat this information as confidential and agree not to disclose it to any third person in accordance with applicable law.

AIS acknowledges the District's request that, for FERPA compliance and security reasons and to promote continuity of communication and services, AIS will minimize the number of individual contractors provided to meet the needs of the District.

School District will allow reasonable time for completion of work outside of IEP service delivery time.

It is understood that it is the responsibility of the District to notify AIS in a timely manner of any requests for meeting attendance, or completion of evaluations, assessments, or reports, in order to allow a reasonable amount of time for completion and scheduling.

Contractors placed by AIS will complete paperwork necessary for the District to submit for Medicaid reimbursement. AIS is not enrolled as a LEA Medicaid provider so claims for reimbursement must be submitted by the District. District must communicate Medicaid documentation requirements in a clear and timely manner to the contractor providing the services to the student.

5. **Discounts:** AIS agrees to waive portal charges when a contractor is contracted to District for 35 or more hours of work within the school District in one week.
6. **Fees:** District agrees to reimburse AIS for canes issued to student(s) by AIS when necessary for instructional purposes at a rate of \$45.00 per cane.
7. **Replacement Fee:** Should District opt to offer employment to, hire directly or indirectly or otherwise contract with (1) a contractor placed by AIS to provide services to the District under this agreement, (2) any other potential contractor contacted by AIS and identified to the District, or (3) a previous contractor placed by AIS in the 12 months preceding such offer, District agrees to pay AIS an additional amount equal to twenty percent (20%) of the first year salary (excluding bonus, vacation, health and employee welfare benefits) to be paid by District to such hired contractor.
8. **Cooperative Purchasing:** To the extent permitted under the Virginia Public Procurement Act, the terms and conditions of this agreement may be extended to any other school District or other entity to permit those other entities to contract with AIS for the goods or services set forth in this agreement, subject to the mutual agreement of AIS and the other entity, which may include different payment terms.
9. **Intellectual Property:** Except as provided herein, all rights and ownership of Services Related Intellectual Property and tangible materials produced under or as a result of this contract are the property of AIS. AIS reserves all rights, including without limitations, the copyright of tangible materials produced and/or provided in connection with the provision of services under this contract. "Services Related Intellectual Property" means any inventions, discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which AIS conceives, develops, or makes in connection with

providing services under this agreement, but does not include any Preexisting Intellectual Property and any property owned by District and provided by District to AIS or contractors placed by AIS for performance of services, title to which shall remain in District and which shall be used only in the performance of this agreement unless otherwise authorized in writing by District. "Preexisting Intellectual Property" means any inventions, discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which District has conceived, developed, or made prior to the date of this agreement or otherwise not produced in connection with services to be provided under this agreement.

This agreement is for use by the District only and may not be duplicated, distributed, or verbally communicated without the written permission of AIS.

- 10. Termination:** Each party has the right to terminate this agreement if the other party is in default of agreement hereunder which default is incapable of cure or which, being capable of cure, has not been cured within fifteen (15) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). Either party also may terminate this agreement upon thirty (30) days' written notice to the other party or upon mutual agreement by both parties. Upon termination of this agreement for any reason, District shall pay all amounts due for the services and hours worked under the agreement.
- 11. Indemnification:** District shall be liable for any claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action incurred by AIS or any of its agents or contractors placed by AIS resulting from any wrongful, negligent, or tortious act of District or any of its employees, agents, representatives or students, or any breach of this agreement by District. AIS agrees to indemnify, hold harmless and defend District, its officers, agents, and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action resulting from any breach of this agreement by AIS and any negligence or intentional misconduct by AIS for which the District, its agents, servants, or employees are alleged to be liable.

The parties acknowledge that AIS' total liability under this agreement shall not exceed the total payments made to it by the District. This paragraph represents the entire agreement between the parties regarding indemnification and supersedes / replaces any other references to indemnification in contract documents.

- 12. Assignment:** District shall not assign or transfer any interest in this agreement without the prior written consent of AIS, which consent shall not be unreasonably withheld, delayed, or conditioned. AIS may subcontract for the provision of services under this agreement and may assign this agreement in connection with any merger, sale, or transfer of all or substantially all of the assets or stock of AIS. No modification of this agreement shall be binding upon the parties hereto, unless consented to in writing, and signed by both parties.
- 13. Notices:** Any notice required to be given to a party hereunder shall be deemed given on the third (3rd) business day following the mailing of any such notice, postage paid to the address set out herein for such party.
- 14. No Authority to Bind District:** AIS has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create a partnership between the parties.
- 15. General:** No amendment, change, modification, or waiver of any term of this agreement shall be valid unless it is in writing and signed by both the District and AIS. This agreement shall be

binding upon the successors and permitted assigns of the District and AIS. This agreement shall be construed according to the laws of the Commonwealth of Virginia, exclusive of its conflicts of law provisions. Any dispute, claim or action under this agreement shall be brought exclusively in the appropriate state or federal court located in or for Hanover County, Virginia, and the parties irrevocably consent to the personal jurisdiction of such courts for resolution of any such dispute, action, or claim. All provisions of this agreement shall be considered severable and each enforceable provision shall remain in effect and binding upon the parties hereto regardless of any finding by any judicial, administrative, or legislative body that other provisions of this agreement are invalid or unenforceable. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. Confidentiality: AIS and its agents and employees will keep all information related to the District's students confidential and will not disclose such information to third parties for any purpose without the prior written approval of the District. AIS will return all copies of such student confidential information to the District upon termination of this Agreement. AIS further agrees to cause any contractor placed with the District to execute an agreement containing substantially similar confidentiality obligations.

Signatures: In agreement with the terms and condition of this agreement, we have affixed our signatures as indicated below. This agreement shall be considered by both parties as legal and binding.

AIS

_____/_____
Mary Hall, President of Business Operations Date
Allied Instructional Services, LLC

Marion County Schools

_____/_____
Administrator Signature Date

Administrator's Name/Title

Allied Instructional Services, LLC
PO Box 2214
Ashland, VA 23005
Phone: 804-368-8475
Fax: 804-368-8467

Addendum A – Vision, O&M, DHH, PT, OT, SLP and AT Services

Service Name	Service Provider Description
Vision Services	Certified Teacher endorsed in Blindness and Visual Impairments
Orientation and Mobility Instruction	Professionally Trained Orientation and Mobility Instructor, who holds or is qualified to sit for NOMC or COMS certification
Deaf and Hard of Hearing Services	Certified Teacher endorsed in Deaf and Hard of Hearing knowledgeable in ASL and cochlear implants
Physical Therapist	Licensed Physical Therapist
Occupational Therapist	Licensed Occupational Therapist
Assistive Technology Assessment and Consulting	Certified itinerant teacher or licensed therapist and/or with a certificate in Assistive Technology
Vision Specific Technology Assessments	CATIS Certified
Evaluations	Certified itinerant teacher, licensed therapist, and/or certified evaluator
Speech and Language Pathologist	Licensed by the Board of Audiology and Speech Language Pathology; Certified ASHA
Braille Transcription	Material adaptation by certified Braille Transcriptionist

Scope of Services:

The services may include but are not limited to:

- Direct or consultative services as governed by student's Individualized Education Programs (I.E.P.s.)
- Assessing students using appropriate instrument of educational measurement
- Obtaining appropriate materials, technology, and equipment to meet educational needs of each student.
- Obtaining needed resources that will help to meet the educational needs for each student.
- Maintaining up to date and accurate documentation of educational progress on each student
- Writing, revising, and updating I.E.P.s in accordance with District policies and procedures but not to act as sole case manager for any student (local school District to appoint in-school case manager)
- Making efforts to attend I.E.P. and/or eligibility meetings.
- Conferring with parents/guardians, medical personnel, teachers, and other school personnel as necessary
- Adhering to pertinent laws, regulations, and policies as they relate to the assignment.

Payments: AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the service/s provided will be that of \$80.00 an hour portal to portal, to include in-District, remote or a hybrid of the two. The fee for work completed for remote office hours as necessary for the implementation of services (report writing, materials preparation, etc. completed outside the normal school day hours) and braille transcription will be that of \$60.00 an hour. Notice of need to cancel, i.e., student illness/absentee, must be made at least 3 hours in advance of scheduled service or regular daily charge will apply.

Addendum B – Psychological Services and Educational Testing

Scope of Services:

The services may include but are not limited to:

- Develop and integrate school-wide programming to promote social–emotional and mental wellness for all students based on the needs of the school community.
- Deliver professional development to school staff and families on a range of topics, such as trauma informed practices, mental health first aid, crisis prevention, suicide prevention, effective discipline, and behavior management.
- Help schools conduct comprehensive needs assessments to develop strategies to address attendance, poverty, trauma, violence, and other barriers to learning.
- Enhance coordination and alignment of efforts to improve school safety, including crisis prevention, intervention, and response.
- Design, implement, and evaluate a comprehensive range of interventions for students at risk for academic, social–emotional, or mental and behavioral health concerns.
- Provide mental and behavioral health services for individual students and groups of students, including the delivery of individual and small group counseling and direct instruction in social skills.
- Support school-wide efforts to facilitate student progress toward measurable goals through data collection, progress monitoring, and data interpretation.
- Support divisions and school leadership teams by effectively integrating and interpreting multiple data sources to aid in decision making.
- Conduct culturally competent psychoeducational evaluations to assess abilities, skills, and social/emotional functioning of students suspected of having a disability.
- Conduct functional behavioral assessments and assist in the development of behavior plans.
- Collaborate with teachers in delivering effective differentiation strategies for students with diverse needs.
- Collaborate with teachers and school leaders to implement universal, targeted, and intensive academic and behavioral support programs using evidence-based practices.
- Facilitate collaboration and coordination between school and community providers to ensure access to wraparound supports for students with the most significant needs.
- Some services may be completed by an Educational Diagnostician:
 - Conduct educational evaluations to assess educational achievement of students suspected of having a disability.
 - Make recommendations for interventions strategies for struggling learners
 - Consult with division staff regarding best practices for instruction of students with disabilities
 - Maintain strict confidentiality regarding student health and academic records
 - Establish and maintain professional and collaborative relationships with educational staff, parents, students, and community members and functions as an effective member of the educational team.
 - Make efforts to attend individual student meetings regarding child study, IEP meetings, triennial reviews, etc., and provide input regarding the individual needs of the student.

Payments: AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the service/s provided will be that of \$95.00 an hour portal to portal, to include in-District, remote or a hybrid of the two. Notice of need to cancel, i.e., student illness/absentee, must be made at least 3 hours in advance of scheduled service or regular daily charge will apply.

Addendum C – Interpreting Services

The services rendered by Allied Instructional Services will be that of Deaf/Hard of Hearing Services (Interpreter Services) provided by a State Qualified Interpreter.

The services may include but are not limited to:

- Adhere to educational programming as governed by the student's Individualized Education Program (IEP)
- Assess the sign communication needs of the student and provide direct interpreting services to students who are deaf/hard of hearing in an effective and appropriate manner and in the target mode established by the student
- Establish and maintain professional and collaborative relationships with educational staff, parents, students, and community members and function as an effective member of the educational team
- Demonstrate professional judgment in all assignments and exhibit comprehensive and functional knowledge of the RID Code of Ethics/Professional Code of Conduct
- Maintain a professional appearance and demonstrate behavior that is conducive to a professional setting
- Collaborate with team members to ensure that appropriate equipment and technology are functional and available to support the needs of the student (assistive hearing devices, closed captioning, etc.)
- Maintain effective communication with all key members of the educational team in order to support the communication needs of the student
- Make efforts to attend individual student meetings regarding child study, IEP meetings, triennial reviews, etc. and provide input regarding the individual communication needs of the student
- Obtain/Maintain credentials in accordance with state regulations and provide verification of credentials as required
- Adhering to pertinent laws, regulations, and policies as they relate to the assignment.

Payments: AIS acknowledges that District requires billing for services provided to be per hour, and District agrees that the rate of reimbursement for the service/s provided will be that of \$65.00 an hour portal to portal, to include in-District, remote or a hybrid of the two. Notice of need to cancel, i.e., student illness/absentee, must be made at least 3 hours in advance of scheduled service or regular daily charge will apply.

Addendum D – Speech Language Pathology Assistants

Scope of Services:

The services rendered by Allied Instructional Services will be that of a speech language pathologist assistant: The services may include but are not limited to:

- Self-identify as SLPAs to families, students, patients, clients, staff, and others. This may be done verbally, in writing, and/or with titles on name badges.
- Exhibiting compliance with federal, state, and local regulations including: The Health Insurance Portability and Accountability Act (FERPA), the Family Educational Rights and Privacy Act (FERPA); reimbursement requirements; and state statutes and rules regarding SLPA education, training, and scope of practice. (ASHA SLPA Scope of Practice)
- Assist the SLP with speech, language, and hearing screenings without clinical interpretation.
- Assist the SLP during assessment of students, patients, and clients exclusive of administration and/or interpretation
- Assist the SLP with bilingual translation, if bilingual, during screening and assessment activities exclusive of interpretation; refer to Issues in Ethics: Cultural and Linguistic Competence (ASHA 2017).
- Follow documented treatment plans or protocols developed by the supervising SLP.
- Document student, patient, and client performance (e.g., tallying data for the SLP to use; preparing charts, records, and graphs) and report this information to the supervising SLP.
- Program and provide instruction in the use of augmentative and alternative communication devices.
- Demonstrate or share information with patients, families, and staff regarding feeding strategies developed and directed by the SLP.
- Assist with clerical duties and site operations (e.g., scheduling, recordkeeping, filing, locating documents required by the SLP)
- Perform activities for each session that are routine and do not require professional judgment, in accordance with a plan developed and directed by the speech-language pathologist who retains the professional responsibility for the client.

Payments: AIS acknowledges that Division requires billing for services provided to be per hour, and Division agrees that the rate of reimbursement for the above service/s provided will be that of \$55.00 an hour portal to portal, to include in-division, remote or a hybrid of the two. The fee for work completed for remote office hours as necessary for the implementation of services (report writing, materials preparation, etc. completed outside the normal school day hours) will be that of \$40.00 an hour.



acutrans

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**"), dated March 19, 2024 (the "**Effective Date**"), is entered into by and between **Accurate Translation Bureau, Inc. dba Acutrans ("Acutrans")**, and **Marion County Schools ("Corporation")**. Acutrans and Corporation may each be referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Acutrans is engaged in providing language communication services ("**Acutrans Services**"); and

WHEREAS, Corporation wishes to retain Acutrans for purposes of providing language translation services in connection with Corporation's business.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties and the mutual benefits to be gained by the performance thereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

ARTICLE 1

OBLIGATIONS OF ACUTRANS

Section 1.1 Services. Acutrans and its Personnel (hereinafter defined) shall provide to Corporation Acutrans Services and associated deliverables as described in Exhibit A of this Agreement, which Exhibit may be revised from time to time by the addition of one or more Statement(s) of Work (each, an "**SOW**") executed by the Parties. Each SOW shall specify the acceptance criteria (if any) associated with the deliverables, payment terms, personnel providing the Services, the dates on which Services will be provided and any other applicable information. All Services shall be provided pursuant to a mutually acceptable timetable. Execution of this Agreement does not obligate the Parties to enter into a SOW. Any and all changes to SOWs must be agreed upon in writing by the Parties.

Section 1.2 Qualifications. Acutrans shall at all times keep and maintain any and all licenses and permits necessary to operate its business and provide the Acutrans Services. All Acutrans Personnel will have the relevant experience and certifications required to properly perform required services.

Section 1.3 Limitation on Use of Corporation Services. Acutrans agrees not to use any of Corporation's confidential information for any purpose other than the performance of Acutrans' Services hereunder.

Section 1.4 Compliance.

- (a) Acutrans and its Personnel shall discharge its duties and obligations under this Agreement in accordance with applicable laws and regulations and will meet or exceed industry standards. Notwithstanding any unanticipated effect of any provision of this Agreement, no Party will conduct its services in such a manner as to violate the prohibitions against fraud and abuse in connection with the Medicare and Medicaid programs.
- (b) Acutrans and its Personnel shall comply with all applicable federal, state and local laws and regulations.

- (c) For Corporation's information, Acutrans offers equal opportunity for employment and advancement to all applicants and employees. Acutrans does not discriminate in any of its policies, programs, or practices on the basis of race, color, sex, age, religion, disability, handicap, national origin, ancestry, sexual orientation, marital status, parental status, military status, veteran or military discharge status, source of income, housing status, or any other status protected by applicable law.

Section 1.5 Reporting. Acutrans shall regularly report to Corporation regarding the performance of its duties and obligations under this Agreement. Acutrans shall keep up to date and complete records of time allocated to its performance of Acutrans' services and report on all Service Level Agreements and Key Performance Indicators as agreed in writing.

Section 1.6 Personnel. Acutrans represents and warrants to Corporation that Acutrans has screened all personnel assigned to provide Acutrans Services pursuant to this Agreement (the "Personnel") in accordance with the standards including, as applicable, a criminal background check, drug screening and/or immunizations. Acutrans shall not assign any person that does not meet standards.

- (a) Acutrans represents that its owners, officers and its Personnel: (i) have not been excluded, suspended or terminated from (or proposed for such exclusion, suspension or termination from) or charged with or convicted of a criminal offense relating to the Medicare or Medicaid Program or any other federal or state procurement or non-procurement program; or (ii) listed as a specially designated national or blocked person by the U.S. Office of Foreign Assets Control. Acutrans agrees to immediately notify Corporation if the preceding representations are no longer fully true.
- (b) Acutrans shall assign sufficient and qualified Personnel to provide the Acutrans Services, complete its responsibilities and obligations hereunder and to provide the deliverables in accordance with the specifications, standards and milestones defined on Exhibit A, including, as applicable, designing and implementing any deliverables and training Corporation in the use of the deliverables and Acutrans Services. All Personnel assigned by Acutrans to perform Acutrans Services under this Agreement shall be reasonably acceptable to Corporation. Except as otherwise agreed by Corporation, Acutrans shall maintain the continuity of Personnel assigned to Corporation. Upon request by Corporation, Acutrans may remove and replace any employee, agent or subcontractor that is reasonably determined by Corporation to be unacceptable.
- (c) Acutrans subcontractors supplying any Acutrans Services related to this Agreement will be legally bound to the terms of this Agreement, that each subcontractor shall meet all applicable qualifications and obligations of Corporation under this Agreement. Acutrans shall be solely responsible for compensating its subcontractors.

Section 1.7 Representations.

- (a) Quality. Acutrans represents and warrants that the Acutrans Services performed under this Agreement shall be performed in a timely, competent and professional manner by individuals of appropriate training and expertise, in accordance with all applicable laws and regulations, and will meet or exceed industry standards. Acutrans further represents that all equipment and other tangible property and software provided under this arrangement, if any, shall be suitable for its intended purpose, and be without material defect.

- (b) Warranty of Title. Acutrans represents that it has and shall maintain full authority to deliver all deliverables hereunder to Corporation including the right, as applicable, to license and/or sublicense the deliverables and other items provided to Corporation hereunder.
- (c) Infringement. Acutrans represents that all products and materials developed by or provided by Acutrans for Corporation pursuant to this Agreement, if any, including but not limited to software, documentation, programs and any and all other source information, do not and will not infringe any patent, copyright, trade secret or other proprietary right of any third party; and Acutrans has full title, or the right to use all portions of any products and materials to be developed for or provided to Corporation under this Agreement, if any, all free from any liens, security interests or other encumbrances or restrictions upon transfer.
- (d) Virus. Acutrans further represents that nothing delivered by Acutrans to Corporation shall contain any protection feature, calendar-related kill codes, Trojan horse, bug collection device or “back door” designed to prevent use of Corporation software or operating system and Acutrans shall use best efforts when accessing Corporation’s computer system not to introduce any virus, worm, or disabling instruction into Corporation or Corporation customer’s operating system.
- (e) Pass-Through Warranty. Acutrans represents that if it provides any third-party products (including software) to Corporation, Acutrans shall pass through to Corporation any third-party product and third-party end-user warranties and indemnities and shall take all reasonable steps necessary to ensure such warranties and indemnities flow to and for the benefit of Corporation.

Section 1.8 Compliance with Third Party Agreements. If Acutrans accesses or uses any third party software or third party agreements or documentation in connection with the provision of the Services including third party software licensed by Corporation or any agreements therefor, Acutrans shall require each individual providing Acutrans Services pursuant to this Agreement to comply with all applicable restrictions imposed on the access to or use of such third party software, agreements or documentation by the applicable licensor or vendor, including, where applicable under the terms of any relevant license agreement(s), signature upon such documentation as required by such licensor or vendor.

ARTICLE 2 TERM, TERMINATION AND MUTUAL WARRANTIES

Section 2.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of three (3) years (the “Term”) unless terminated earlier pursuant to this Article 2. The term of this Agreement will automatically renew for a three (3) year period unless Acutrans is notified to the contrary in writing 60 days in advance of the expiration of the current term. If extended the pricing on Exhibit A shall increase by 3%.

Section 2.2 Immediate Termination and Suspension Due to Force Majeure. This Agreement and any underlying SOWs is subject to immediate suspension and/or termination upon written notice at in the event of any incapacity, insolvency, termination of business, a party filing for or being the subject of a bankruptcy petition, or if a party is the subject of a debtor relief action. In the event of the suspension, postponement, or interference with the purpose of this Agreement due to an act of God, war, riot, act of terrorism, civil unrest, fire, pandemic, illness, act of any federal, state, or local authority, or any other reason which is beyond either party’s reasonable control (each, a “Force Majeure Event”) the Parties

may agree to suspend this Agreement for as long as any such event continues, and the obligations of both Parties will be suspended, except for any payments which have accrued and are due to Acutrans as of the date of suspension. If the Force Majeure event continues for more than thirty (30) days, either party may elect to terminate this Agreement upon written notice to the other party.

Section 2.3 Effect of Termination. Termination of this Agreement shall not release or discharge the Parties from any obligation, debt or liability under this Agreement which shall have previously accrued and remain to be performed upon the date of termination. Within twenty (20) days of termination of this Agreement, either party shall refund, or pay to the other, all amounts due, prepaid fees or other funds advanced less any fees through the termination date. The termination of a SOW will not affect the Term or validity of this Agreement.

Section 2.4 Termination Without Cause. If Corporation elects to terminate this Agreement without cause during the term of this Agreement, then Corporation shall pay to Acutrans the equivalent sum total of the previous Ninety (90) days invoices as liquidated damages to Acutrans. Notice of such cancellation must be made in writing to Acutrans, and must give Acutrans at least ten (10) business days in which to wind down any operations or remove any equipment from Corporation's premises or control. Corporation agrees to cooperate in good faith with Acutrans to ensure the process of terminating the Agreement and the return of any Acutrans property is completed smoothly. The ninety days shall be calculated starting from the date which Acutrans receives written notice of cancellation under this Section.

Section 2.5 Transition Services. Upon termination of this Agreement for any reason, Corporation shall upon request be entitled to continue to use Acutrans Services for a minimum of ninety (90) days after such termination or expiration (the "Transition Period"), on the same terms as set forth herein. During such Transition Period, Parties agrees to make available all services necessary for an orderly migration to a replacement designated by Corporation, including, but not limited to, providing Corporation all working files and documents relating to the Services in a mutually agreeable format, and returning (at no charge) to Corporation all data and other property of Corporation that are in the possession of Acutrans.

Section 2.6 Mutual Warranties. Each Party represents to the other that:

- (i) it is organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to conduct the provisions hereof.
- (ii) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder.
- (iii) this Agreement is a legal and valid obligation binding upon it and enforceable according to its terms; and
- (iv) the execution, delivery and performance of this Agreement by such Party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound.

Section 2.7 Limitation of Liabilities. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR ESTABLISHED BY APPLICABLE LAW AS RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND WITH

ALL FAULTS, AND ACUTRANS DOES NOT MAKE AND HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING NON INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. ACUTRANS DOES NOT WARRANT THE PERFORMANCE OR RESULTS THE CLIENT MAY OBTAIN BY USING ANY DELIVERABLES OR THAT ANY DELIVERABLES WILL BE ERROR FREE OR, AS APPLICABLE, PRODUCE UNINTERRUPTED FUNCTION.

Any action for an alleged breach of this Agreement, or to enforce any right under this Agreement, other than an action by Acutrans to collect or contest the calculation of fees, will be commenced within six months after the cause of action has accrued or the breach or right will be deemed waived and barred. The total aggregate liability of either party for all claims asserted by the other party (or to any person claiming through the other party) under or in connection with this Agreement, calculated in each instance over the entire Term, regardless of the form of the action or the theory of recovery, other than an action by Acutrans to collect fees, will be limited to the amounts paid or payable to Acutrans by the Corporation for the Services during the prior 12-month period, in the case of any given claim, preceding the date of the event giving rise to that claim. Corporation's sole remedy, and Acutrans' exclusive liability, for Acutrans' failure to provide the Services in conformance with this Agreement will be, at Acutrans' option, the conforming reperformance of the Services or the refund of the fees applicable to the non-conforming Services.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON CLAIMING THROUGH THE OTHER PARTY) FOR LOST PROFITS OR REVENUE OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR ITS SUBJECT MATTER, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT THAT PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

Corporation agrees that Acutrans shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise as a result of this project. Corporation agrees to defend, indemnify and hold harmless Acutrans and its proprietors and agents, to the extent permissible under Tennessee law, for any loss, damages or costs resulting from any third-party claim, action, or demand related to this project. Corporation understands that Acutrans is not responsible in the very rare circumstance that another party hacks into, gains unauthorized access to, or otherwise misuses the Acutrans' services except as expressly stated in this Agreement. Acutrans will pursue all reasonable efforts to resolve the issue and Corporation agrees that Acutrans will not be held liable for any unauthorized, unwanted, or malicious activities if they happen to occur except as expressly stated in this Agreement. In the event of a data breach, hack, or unauthorized access to data, even if the issue arises from a source outside of Acutrans control, Acutrans agrees to make a good-faith, reasonable effort to help client resolve any issue caused by such data breach, hack, or unauthorized access. Corporation agrees that Acutrans makes no guarantee as to the outcome of any such effort to resolve such an unauthorized data breach, hack, or unauthorized access., and Corporation agrees to hold Acutrans completely harmless, to the extent permissible under Tennessee law, for any such unauthorized data breach, hack or unauthorized access to data, except as specifically provided for in this Agreement. Acutrans strongly recommends and Corporation acknowledges that Corporation should maintain competent insurance coverage to protect in the event of an unauthorized data breach, hack, or unauthorized access.

Corporation represents and warrants that (i) it has obtained and will obtain and continue to have, during the term of this Agreement, all necessary rights, authority, and licenses for the access to and use of the means of all Corporation Data (including any personal data collected by Corporation on behalf of a third-

party and disclosed to Acutrans) as contemplated by this Agreement and (ii) Acutrans' use of the Corporation data in accordance with this Agreement will not violate any applicable laws or regulations, or cause a breach of any agreement or obligations between Corporation and any third party. For purposes of this Section "Corporation Data" refers to information, data, content, and other materials, in any form or medium, that is submitted, posted, collected, transmitted, or otherwise provided by or on behalf of Corporation to Acutrans in connection with Acutrans' performance of this Agreement, but excluding, for clarity, Aggregate Data and any information, data, data models, content or materials owned or controlled by Corporation. "Aggregate Data" refers to any data that is derived or aggregated in deidentified form from (i) any Corporation Data or (ii) Corporation and its authorized users' use of the deliverables and work product, including without limitation, any usage data or trends with respect to those deliverables and/or work product.

ARTICLE 3 **BILLING AND COMPENSATION**

Section 3.1 Compensation for Services. Acutrans shall be compensated in accordance with Exhibit A for Services provided under this Agreement.

Section 3.2 Books and Records; Audit. Parties shall maintain complete and accurate business and financial records to support and document the charges for Services and/or the deliverables under this Agreement. Corporation may request an audit once every 12 months during the Term of this Agreement or any extension thereof. Acutrans shall permit Corporation's designated employees or agent(s) to examine its books and/or to conduct audits to confirm charges hereunder. Any such audit will be conducted upon reasonable notice and during regular business hours, and shall be at Corporation's expense, unless such audit reveals a discrepancy of more than five percent (5%) in the total applicable amount reported by Acutrans, in which event Acutrans shall pay for, or reimburse Corporation's cost of such audit. Parties further agrees that until the expiration of two (2) years after the furnishing of any Services hereunder, Parties will make available upon written request to: (i) Acutrans or Corporation, (ii) the Secretary of Health and Human Services, or (iii) the Comptroller General of the United States, or the corresponding counterpart for the State of Tennessee or any of their duly authorized representatives, this Agreement and books, documents and records of Parties that are necessary to verify the nature and extent of the costs incurred by Corporation.

Section 3.3 Travel Costs and Expense Reimbursement. Each Party is responsible for its own travel costs and expenses to install, implement and support respective services.

Section 3.4 Invoice Payment. Corporation shall pay all undisputed amounts within thirty (30) days after receipt of the invoice. In the event of a dispute, Parties will notify each other by email or in accordance with Section 8.7. The Parties shall negotiate in good faith to resolve the dispute. Corporation may withhold payment on an amount disputed in good faith pending resolution, but shall pay any amount not disputed.

Section 3.5 Tax Exempt Status. In the event Corporation is a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended, Parties shall take all action required to cause the provision of the Acutrans Services and/or Corporate Services hereunder or delivery of the deliverables to be treated as a tax- exempt transaction. In no event shall Acutrans or Corporation be responsible for any sales, use, property, gross receipts or similar taxes levied against either party. Upon request, Acutrans or Corporation shall provide the other party with a certificate evidencing its tax-exempt status.

Section 3.6 Cancellations and Refunds. Acutrans will refund or credit the Corporation 100% of any scope of work or milestone amount if Acutrans receives written notice of such cancellation before Acutrans has assigned such project or milestone to an Acutrans agent, employee, contractor, or other entity for completion. In the event that a scope of work or milestone has been completed to or beyond ten percent (10%) of the agreed upon scope of work or milestone, Acutrans will not be obligated to refund Corporation any amount, and Corporation will be liable for the full amount owed under the scope of work or milestone which was cancelled. The parties agree that any amount retained or billed by Acutrans for services cancelled and/or not completed under this section are not punitive, and only serve to compensate Acutrans for Acutrans ensuring that resources were available to fully perform under this Agreement.

ARTICLE 4 **CONTRACTOR**

In performing Services under this Agreement, Acutrans is always acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an employment, principal-agent, partnership, or joint venture relationship between Parties. Acutrans and Corporation and its Personnel shall not hold themselves out to any third party as the agent, employee or legal representative of the other party. Additionally, Acutrans or Corporation shall neither have nor exercise any direction or control over the methods, techniques, or procedures by which Acutrans performs its Services. The sole interest and responsibility of Corporation is to ensure that the Services shall be performed and rendered in a professional, competent, efficient, and timely manner. Each Party shall be solely responsible for the payment of compensation (including overtime) and benefits to its personnel and for paying and reporting all payroll and other taxes, social security, unemployment compensation and worker's compensation. Parties shall indemnify and hold each other harmless, to the extent permissible under Tennessee law, from any and all loss or liability arising from or related to either Party's failure to pay employment tax, federal and state income tax and other taxes or assessments, including without limitation penalties and interest that arise out of any monies earned by Parties or its Personnel or agents.

ARTICLE 5 **OWNERSHIP AND USE OF PROPRIETARY INFORMATION**

Section 5.1 Ownership of Intellectual Property, Information and Work Product. All work product and deliverables produced under this Agreement for Corporation by Acutrans, including any written, oral or computerized reports and any statistical analyses (specifically including the information therein, or upon which such analyses are based), medical, business, financial or other records, papers and documents, software, programs, systems, solutions or processes originated or generated by Parties and/or the Personnel, or generated jointly by Acutrans or Corporation and Parties and/or Personnel, in the course of performing respective Services hereunder, and including any created by other agents and contractors of Parties, are the property of Acutrans or Corporation. Acutrans or Corporation shall retain sole and exclusive possession of such property, and Parties shall have no right to retain or use such property after this Agreement expires or is terminated. Upon Acutrans or Corporation request during or after the Term, Parties will take any reasonable actions as Acutrans or Corporation may request to allow Acutrans or Corporation to better perfect its interest and title in such deliverables. Notwithstanding the foregoing, Acutrans or Corporation recognize that Parties may use its own working papers, preexisting materials and software, as well as any general skills, know-how, processes, or other intellectual property (including a non-Acutrans or Corporation specific version of any deliverables) in its provision of Services hereunder

(the “Parties Materials”). The Parties’ Materials are and shall remain the sole and exclusive property of the respective Party. If any of the deliverables pursuant to this Agreement incorporate, or require use of any Corporation tools or intellectual property, the Party hereby grants to Acutrans or Corporation a perpetual, non-exclusive, sublicensable, royalty-free, worldwide right and license to use, copy, display, distribute and make derivative works from such Party’s tools or intellectual property, in connection with Acutrans or Corporation’s use of the deliverables. Acutrans or Corporation retains sole ownership of all information and other property made available to Parties because of this Agreement and grants no rights or licenses in such information and other property to Parties or any other party. If any deliverable contains or requires the use of any third-party software, providing Party shall notify Acutrans Customer or Corporation Customer in advance and assist Acutrans or Corporation in obtaining a sublicense or direct license from the applicable software manufacturer on terms acceptable to Acutrans or Corporation. Corporation acknowledges that Acutrans possess certain processes, know-how, trade secrets, improvements, other intellectual properties, including but not limited to analytical methods, procedures and techniques, procedure manuals, personnel data, financial information, computer technical expertise and software which have been independently developed by Acutrans and which relate to its business or operations (Acutrans Property). Corporation agrees that any improvements, alterations or enhancements to the Acutrans Property during the course of this Agreement shall be the sole property of Acutrans.

Section 5.2 Acutrans Use of Corporation’s Translation Memory and Other Materials. Corporation grants to Acutrans a perpetual, irrevocable, non-transferable, and non-exclusive license for Acutrans to use Acutrans’ glossaries, translation and language memory, and all other materials produced for Corporation by Acutrans under this Agreement, so that Acutrans may enhance its offered processes and services in any way in which Acutrans sees fit.

Section 5.3 Use of Name. Except to the extent necessary to perform the Services, Parties shall not use or refer to each other’s name, logo, or marks (or those of any Affiliate) in any manner whatsoever, without prior written consent. Parties will “white label” services provided to the other Parties customers as required. For example, Acutrans will use Corporation branding and Corporation email to provide translation quotes to Corporation customers.

Section 5.4 Acutrans Customer and Corporation Customer Confidentiality. Parties recognize and acknowledges that Acutrans and Corporation possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, such “confidential information” means all technical, business, marketing, planning, and other information and data relating to the business of Acutrans or Corporation, whether in written, oral, electronic, magnetic, photographic, optical and/or other forms (including ideas, concepts, designs, algorithms, calculations, methods, techniques, and know-how that are trade secrets of the discloser of such information), and which the discloser designates in writing to be confidential or proprietary within a reasonable time (not to exceed 30 days) after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary, but shall not include:

- (i) information that was already within the public domain at the time the information is acquired by Parties; or
- (ii) confidential information that was known to the recipient prior to its receipt from the discloser;
- (iii) confidential information that is rightfully disclosed to the recipient by a third party that is legally free to disclose the confidential information;
- (iv) if the confidential information is independently developed by the recipient without access to the discloser’s confidential information;

- (v) disclosure is required by a judicial order or decree of governmental law or regulation, provided that unless a court order or applicable law prevents it, the recipient of such confidential information notifies the discloser of that requirement and allows the discloser reasonable opportunity to file for or obtain a protective order or otherwise proceed to protect its interests under applicable law;
- (vi) disclosure made in confidence to an attorney, a federal, state, or local government official, either directly or indirectly, solely for the purpose of reporting or investigating a suspected violation of law;
- (vii) is made in a complaint or other document filed in a lawsuit or other proceeding, provided such confidential information is filed under seal;
- (viii) information that subsequently becomes public through no act or omission of the Parties.

Parties agree that all of the confidential information (including complete or partial copies thereof, and in any format maintained) is and shall continue to be the exclusive property of Acutrans or Corporation, whether or not prepared in whole or in part by Parties and whether or not disclosed to or entrusted to Parties custody. Parties agree that Parties and its Personnel shall not, at any time following the execution of this Agreement, use for its own benefit or the benefit of others, or use for any purpose other than as strictly necessary in the course of performing pursuant to this Agreement, or disclose in any manner any confidential information of the Acutrans or Corporation without Acutrans or Corporation's prior written consent. Parties agrees to limit distribution of Acutrans or Corporation confidential information to their own employees and agents on a need to know basis for the purpose of this Agreement, and to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as Parties use to protect their own proprietary and highly confidential information. Upon termination of this Agreement, Parties shall return to Acutrans or Corporation property (including data, in whatever format maintained, and including partial copies) in its possession or control, including the possession or control of its subcontractors and permanently delete all Acutrans or Corporation confidential information from Party's files or systems.

Section 5.5 HIPAA. If Acutrans or Corporation will have access to any Personally Identifiable Health Information, as that term is defined in the federal Health Insurance Portability and Accountability Act and its implementing regulations ("HIPAA"), Acutrans or Corporation shall abide by the terms of HIPAA.

Section 5.6 Relief. The Recipient of any Confidential Information understands and agrees that monetary damages will not be sufficient to avoid or compensate for the unauthorized use or disclosure of Confidential Information and that injunctive relief would be appropriate to prevent any actual or threatened use or disclosure of Confidential Information.

Section 5.7 Survival. The provisions of this Article 5 shall survive the expiration or early termination of this Agreement.

ARTICLE 6

INSURANCE & INDEMNIFICATION

Section 6.1 Insurance. Parties shall maintain, at no cost to the other Party and from carriers acceptable to the other Party:

- (i) broad form comprehensive general liability (including coverage for completed operations, contractual liability and errors and omissions) with minimum limits of One Million Dollars

- (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate; Acutrans will consider increases as needed on a per contract basis.
- (ii) workers' compensation insurance with coverages no less than required by applicable state law; and
 - (iii) employers' liability insurance, with minimum limits of One Million Dollars (\$1,000,000) per accident or covered illness or disease and
 - (iv) cyber liability coverage with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate, including coverage for data reconstruction, financial damages resulting from the unauthorized disclosure of or general corruption or loss of personal data, identity theft monitoring services for individuals whose data was compromised, costs of incident response, investigation and follow-up, coverage for actions of rogue employees and the costs of defending or responding to (including damages and fines) any investigations or informational requests from any regulatory agency or other governmental or quasigovernmental agency responsible for the control and use of personal health information or other confidential information. If Corporation shall provide any hardware, software, or other products to NMHC or any Affiliate, Corporation's general liability policy must include coverage for products liability and
 - (v) Acutrans provides additional coverage as needed for on-site interpreting services. This includes:
 - (a) employment practices liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, and
 - (b) if Acutrans in any manner supervises any Corporation employees, Acutrans shall maintain sexual abuse and molestation insurance with limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

The parties shall provide a certificate of insurance prior to execution of this Agreement and upon request thereafter. Such insurance obtained by Acutrans or Corporation may only be cancelled, non-renewed or materially modified upon a minimum of thirty (30) days prior written notice to the other Party. Parties shall notify each other immediately if any of its insurance coverage is cancelled, non-renewed or modified substantially in any way, and in such an event, the compliant Party may terminate this Agreement without penalty. If a Party provides any coverage on a claims-made basis, then such Party shall purchase "tail coverage" or continuously maintain for a minimum of five (5) years such claims-made insurance coverage for any events occurring during the Term of this Agreement or a Acutrans customer or Corporation customer agreement which may give rise to subsequent claims. The provisions of this Section or of the insurance required herein shall not in any way be interpreted or construed to limit Acutrans or Corporation liability.

Section 6.2 Indemnification. Corporation shall indemnify, defend and hold harmless, to the extent permissible under Tennessee law, the Acutrans and their respective board members, officers and employees (each an "**Indemnified Party**") from and against any and all liability, loss, claim, lawsuit, injury, cost, damage or expense (including reasonable attorneys' fees and court costs), which may be assessed against any Indemnified Party by a third party and arises out of, incident to or in any manner occasioned by:

- (i) negligence or intentional act of, or the performance or nonperformance of any duty or responsibility under this Agreement, or
- (ii) violation of any patent, trademark, copyright, or any other intellectual property right.

Acutrans will indemnify, defend and hold harmless the Corporation, its affiliates, and their respective directors, managers, officers, employees, shareholders, and members from and against all liabilities, claims, liens, obligations, damages, losses, costs, fees and expenses, including fines, assessments and penalties, including reasonable investigatory and attorney's fees and disbursements ("**Damages**"), based on, relating to, concerning or arising out of a third-party claim that the Services or Deliverables infringe any intellectual property.

Section 6.3 Procedure For Notice of Potential Claim. Promptly after receipt by the Corporation of notice of the existence of a claim or event that might lead to a claim indemnifiable under this Section the Corporation will, if a claim is to be made, give notice to Acutrans of the existence of that claim or event, including a reasonably detailed disclosure of the third party claim for which indemnification is sought, a copy of any written notice given by third party claimant, and a description of the affected Deliverables, provided that failure to notify Acutrans will not relieve Acutrans of any liability under this Section, except to the extent that Acutrans is prejudiced by that failure. The Corporation will grant Acutrans the right to defend the claim. After receipt of notice under this Section Acutrans will have a reasonable amount of time to investigate whether the third-party claim might fall within the scope of Acutrans' indemnification obligation before assuming the defense of the claim. Acutrans' assumption of the defense of any claim asserted to be within the scope of the indemnity will not prejudice the determination of whether a claim is properly subject to indemnification nor waive Acutrans' right at any time to disclaim obligations with respect to any Damages to the extent they are not subject to indemnification. The Corporation will cooperate with Acutrans as reasonably requested, at Acutrans' expense, and will permit Acutrans to conduct and control the defense and the disposition of the claim, suit or action (including all decisions relative to litigation, appeal and settlement); provided however, that the Corporation will have the right to obtain its own counsel and participate in the defense at the Corporation's expense. Acutrans agrees to keep the Corporation reasonably informed of the progress during the defense and disposition of a claim and to consult with the Corporation with regards to any proposed settlement. The same procedure for notice and involvement outlined in this section will apply in the event that Acutrans is seeking indemnification from Corporation for a third-party action.

Section 6.4 Survival. The provisions of this Article 6 shall survive the expiration or early termination of this Agreement.

ARTICLE 7 **NON-SOLICITATION**

Section 7.1 Non-Solicitation of Employees. Parties agrees that during the Term of the Agreement or any extension thereof and for the twelve (12) month period immediately following the expiration or earlier termination of this Agreement, they shall not, without the prior written consent of the other, directly solicit for employment, offer employment to, or employ any person who is an employee of the other Party or any affiliate or contractors or subcontractors that would not otherwise be known to the other Party but for the interactions under this Agreement. Notwithstanding the foregoing, the Parties are permitted to hire because of a response to a general advertisement.

Section 7.2 Survival. The provisions of this Article 7 shall survive the expiration or early termination of this Agreement.

ARTICLE 8
MISCELLANEOUS PROVISIONS

Section 8.1 Entire Agreement. This Agreement, including the Recitals incorporated herein by reference and the Exhibits hereto, constitutes the entire agreement of the Parties pertaining to the subject matter and supersedes all other prior agreements, undertakings and understandings of the Parties with respect to the subject matter hereof. This Agreement may be amended only by written agreement of the Parties. No term or condition (including, specifically, any limitation of liability), set forth in any SOW, quote, conditions of sale, purchase order or other document provided by Corporation or any of its contractors, subcontractors or other third party shall override any provision of this Agreement, unless agreed to in writing by the Parties.

Section 8.2 Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

Section 8.3 Severability. The provisions of this Agreement shall be deemed severable, and, if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties. The provisions of this Section 8.3 shall survive the expiration or termination of this Agreement or Acutrans customer and Corporation customer agreements.

Section 8.4 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 8.5 Assignment. This Agreement shall not be assigned, delegated or subcontracted by either Party (including through operation of law) without the prior written consent of Parties.

Section 8.6 Governing Law / Venue. This Agreement will be governed by the laws of Tennessee, without giving effect to its laws or rules relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit, or proceeding brought by it in any way arising out of the Agreement must be brought solely and exclusively in the federal or state courts for Tennessee. The foregoing notwithstanding, prior to and after the filing of any action, the parties agree to make a good faith effort to resolve disputes through settlement discussions or through the use of a neutral third-party mediator. The place of mediation, and/or settlement discussions shall be in Tennessee and each party shall bear its own costs. Parties may attend mediation remotely. Each party further (a) accepts and submits to the sole and exclusive jurisdiction of those courts in person, generally and unconditionally with respect to any action, suit, or proceeding brought by it or against it by the other party, (b) specifically waives the right to object to such venue based on forum non convenience, (c) agrees to the service of process by notice sent using an internationally recognized courier service to the party's address listed in this Agreement; and (d) in the event of any action or proceeding to enforce or interpret any of the provisions of this Agreement, the substantially prevailing party will be entitled to be reimbursed for the costs of that action or proceeding, including reasonable attorneys' fees and court costs.

Section 8.7 Notices. Any notice provided hereunder shall be deemed received when delivered personally or by overnight courier, or three (3) business days after being sent by certified or registered U.S. mail, return receipt requested, to the following:

To Acutrans:	Linas Kastys, President
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	Accurate Translation Bureau Inc. dba Acutrans
	9700 W 197 St Suite 102 Mokena, IL 60448

With copy to:	Agent: Tom Ottenhoff
	15255 S 94th Ave 5th Floor Orland Park, IL 60462

To Corporation	Marion County Schools 204 Betsy Pack Drive Jasper, TN 37347
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or such other place or places as any of the Parties shall designate by written notice to the other.

Section 8.8 Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Section 8.9 Terms and Conditions Incorporated by Reference. The Acutrans Terms and Conditions and Privacy Policy, available and viewable at Acutrans.com are incorporated and form a binding part of this Agreement. Such Terms and Conditions and Privacy Policy may from time to time be amended or altered by Acutrans in its sole discretion. In the event of a conflict, the terms of this Agreement will control.

IN WITNESS THEREOF, the Parties hereby enter into this Agreement by authorized signature below.

Marion County Schools

ACCURATE TRANSLATION BUREAU, INC. dba
Acutrans

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Acutrans Service Rates

1. Acutrans Over the Phone Interpreting Service

Acutrans Over-the-Phone Services (OPI)	
Spanish (OPI)	Other Languages (OPI)
\$0.89	\$.89
<p>Notes:</p> <ol style="list-style-type: none"> 1. Call Times: The call time starts when the call is answered and ends when either the end user or interpreter hangs up the call. 2. Payment: Customer will be billed monthly for the minutes used. 3. Any time needed by interpreters for documentation completion or other administrative work related not specifically outlined above will be completed by the Acutrans interpreters or translators without additional compensation. 	

2. Acutrans Video Remote Interpreting Service

Acutrans Video Remote Interpreting Services (VRI)		
Spanish (VRI)	Other Languages (VRI)	American Sign Language
\$1.25	\$1.25	\$1.75
<p>Notes:</p> <ol style="list-style-type: none"> 1. Call Times: The call time starts when the call is answered and ends when either the end user or interpreter hangs up the call. 2. Payment: Customer will be billed monthly for the minutes used. 3. Any time needed by interpreters for documentation completion or other administrative work related not specifically outlined above will be completed by the Acutrans interpreters or translators without additional compensation. 		

3. Acutrans Translation Service

Translation, Edit & Proofread Rate				
Tier	New Word	Repetitions	Exact Match	Languages
Tier 1	\$0.15	\$0.05	\$0.03	Spanish
Tier 2	\$0.15	\$0.07	\$0.03	Polish
Tier 3	\$0.16	\$0.08	\$0.03	Arabic, Portuguese, Russian
Tier 4	\$0.19	\$0.10	\$0.03	Albanian, Armenian, Bosnian, Croatian, Czech, Georgian, Italian, Latvian, Lithuanian, Punjabi, Slovak, Slovenian
Tier 5	\$0.20	\$0.10	\$0.03	Haitian Creole, Hmong
Tier 6	\$0.21	\$0.11	\$0.03	Danish, Dutch, Finnish, French, German, Greek, Norwegian, Romanian, Serbian
Tier 7	\$0.22	\$0.11	\$0.03	Belarusian, Bulgarian, Chinese (Simplified), Chinese (Traditional), Estonian, Gujarati, Hebrew, Hindi, Hungarian, Korean, Tagalog, Thai, Turkish, Ukrainian, Urdu, Vietnamese
Tier 8	\$0.25	\$0.13	\$0.03	Japanese, Somali, Wolof
Tier 9	\$0.28	\$0.14	\$0.03	Amharic, Assamese, Azerbaijani, Bengali, Burmese, Dari, Farsi, French-Canadian, French-Europe, Khmer, Kirundi, Kurdish, Lao, Laotian, Malay, Malayalam, Marathi, Mongolian, Pashto, Sindhi, Swahili, Tajik, Tamil, Telugu, Tigrinya, Turkmen, Uzbek
Tier 10	\$0.30	\$0.15	\$0.03	Assyrian, Chin Falam, Chin Hakha, Rohingya
Tier 11	\$0.32	\$0.16	\$0.03	Karen

a. Additional Charges

Fees / Surcharges	Define / Describe	Charge Amount	Per (Minute, Month, One-Time, etc.)
Expedited turnaround fees	Rush charges	25%-50% of total project cost	per project
Minimum Charges	Minimum amount for a project, not including Project Management fees	\$50	per project
Engineering (minimum 1 hour)	Pre/post processing of files	\$65/hour	Hourly
Graphic Design Services	Layout services for printed materials	\$75/hour	Hourly
HTM, XML, ASP Engineering	Pre/post processing of HTM, XML, ASP	\$60/hour	Hourly
Transcription or Translation of Video or Audio Files		\$90/hour	Hourly
Translation Summaries / Synopsis		\$75/hour	Hourly
Q/A Review for Imported Translation Memory Libraries	The activity needed to establish adequate confidence that contents of Translation Memory will satisfy given quality requirements.	\$75/hour	Hourly

b. Service Level Agreements (SLAs)

- Translation project turnaround times for up to 3500 words average: one (1) business days after approval.
- Projects exceeding 3500 words are calculated accordingly. Quoted time is after approval. *
- Average turnaround time for projects are 1-2 Business days.

4. Acutrans Video Conferencing Interpreting Service

Acutrans Video Conferencing Interpreting Services		
Spanish	Other Languages	ASL
\$60/hour (1 hour Minimum)	\$65/hour (1 hour Minimum)	\$75/hour (1 hour Minimum)
Notes: <ol style="list-style-type: none">1. Overage time is billed in 30-minute segments. Overage time is when an encounter goes over scheduled allotted time.2. 24-hour cancellation policy. <p>Any time needed by interpreters for documentation completion or other administrative work related not specifically outlined above will be completed by the Acutrans interpreters or translators without additional compensation.</p>		



Jenni Davis, MS, BCBA, LBA
1-10-7858

Jennidavis@jasperbehavior.com

How can I help your school?

Many people feel that students with Autism Spectrum Disorders (ASD) and related disabilities can only receive appropriate and high-quality intervention when private or non-public agencies provide direct service. I believe that students with ASD and related disabilities can receive high quality and effective instruction in the public schools and that existing staff can be very successful teaching these students. I want to assist the public-school staff learning and developing skills that will allow them to be extremely effective teachers for students on the Autism Spectrum so that students may be educated in the Least Restrictive Environment (LRE) possible. As the number of students identified with Autism continues to climb, there is a great need to prepare for their educational needs to build the capacity within the public education to meet the needs of these challenging students. Teacher training alone is not enough. A supportive infrastructure must also be established that will allow trained professional to implement the best practices. I want to assist administrators and special education teams in developing a supportive yet cost effective infrastructure so that best practices can be implemented in public school settings.

Services:

- **Consultation** – I will spend time observing targeted classrooms and students. Initially, the consultation will consist of establishing a baseline. After a baseline is established, I will spend some time interviewing the teacher and other important support staff about the target student or classroom. After the interviews, I will discuss with the teacher and support staff a treatment plan. Some of consultation will consist of demonstrating the skills and then have the teachers and support staff demonstrates the same skills with the consultant feedback. I will assist the teacher in developing teaching programs/protocols, data collections, and classroom arrangement/ environmental supports.
- **Classroom Management** – Often times teachers are presented with students who act out in class every day and the consequence (time-out from peers, time-out from activities (playground), going to principal's office, in school suspension, or suspension) does not seem to change these behaviors. I am trained in functional analysis/ assessment which will aid in determining the function of these disruptive behaviors. After a period of data collection or direct assessment, I will develop a behavior plan for the teacher and support staff to implement. I will train the teachers, support staff, and parents on how to implement these behaviors. Also, I will develop a protocol checklist to make sure everyone is following the support plan correctly.
- **IEP Development** - I can assist the teacher in developing appropriate individualized

20 Courthouse Square

Jasper, TN 37347

(423)847-2998

data-based goals for the IEP.

- **Teacher Training/In Service Trainings** – I can provide teacher training and in-service trainings depending on the needs of each teacher. Here is a list of some of the subjects of workshops that I can give:
 - Understanding Autism Spectrum Disorders, An Overview of the Diagnosis, Implications on Learning and Strategies for Teaching Positive
 - Behavior Change Strategies for Children with Autism Spectrum Disorders
 - Applied Behavior Analysis Methods for Skills Teaching in the Classroom
 - Increasing the Functional Communication Skills of Students with Autism
 - The Structured Teaching Model, A System for Setting Up Effective Learning Environments for Children with ASD
 - Implementing the Discrete Trial Teaching Method with Students on the Autism Spectrum
 - Increasing Play and Social Understanding in Early Learners with Autism Spectrum Disorders (pre-k through age 7)
 - Understanding Social-Cognitive Impairments in Individuals with Autism Spectrum Disorders – Ages 8 and older: Strategies for Successful Inclusion Experiences for Children on the Autism Spectrum
- The training and In-Service trainings will consist of power point presentations with lots of different multimedia options. The trainings will also provide handouts for each attendant as well as suggested resources. More detail descriptions of the above presentations can be given upon request.
- **Consultation Report** – after the onsite consultation, the BCBA can provide a detail written report on the specific details discussed with the teacher and support staff as well as detail descriptions on how to follow the discussed treatment plan.
- **Professional Liability Insurance**- Before Marion County Schools will have any obligation to Tennessee Behavioral Therapy under the terms of this agreement, Jenni Davis BCBA must first provide proof of insurance with coverage and limits satisfactory to Marion County Schools Office of Risk Management. This coverage, at minimum, must extend to any operation to be undertaken by Tennessee Behavioral Therapy Jasper LLC in connection with its Billing Services, the training and supervision of its therapists, and any errors, omissions or other acts of negligence. In the event that Tennessee Behavioral Therapy fails to provide such a policy of insurance or the Office of Risk Management fails to approve any such policy, then this Agreement will be of no effect and Marion County Schools will have no liability to Tennessee Behavioral Therapy
- Jasper LLC whatsoever.

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Jasper, TN 37347
(423)847-2998

- **Indemnification-** Tennessee Behavioral Therapy Jasper LLC agrees to protect, defend and indemnify Marion County Schools and to hold Marion County Schools harmless against any and all claims, demands, losses, suits or causes of action arising out of or in any way related to the performance of Tennessee Behavioral Therapy Jasper LLC services under the terms of this agreement, including but not limited to Tennessee Behavioral Therapy Jasper LLC billing services, the therapy services of Tennessee Behavioral Therapy Jasper LLC or the training, supervision or retention of any of Tennessee Behavioral Therapy Jasper LLC employees or agents; provided, however, that Tennessee Behavioral Therapy Jasper LLC shall not be responsible for any claims, demands, losses, suits, or causes of action that are solely the result of any error, omission, or intentional act on the part of any Marion County Schools employee.
- **Acknowledgments-** (a) Tennessee Behavioral Therapy Jasper LLC and Marion County Schools acknowledge and agree that Tennessee Behavioral Therapy Jasper LLC will act as an independent contractor in the performance of the services described herein and that this agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between Marion County Schools and Tennessee Behavioral Therapy Jasper LLC. In that regard, while Tennessee Behavioral Therapy Jasper LLC is subject to general terms and conditions in connection with the performance of the services described herein, Tennessee Behavioral Therapy Jasper LLC and Marion County Schools acknowledge that Tennessee Behavioral Therapy Jasper LLC shall, at all times, exercise independent discretion and control over performance of the services described herein.

(b) Tennessee Behavioral Therapy Jasper LLC and Marion County Schools acknowledge and agree that they have had a sufficient opportunity to review the terms of this agreement.

(c) Tennessee Behavioral Therapy Jasper LLC and Marion County Schools acknowledge and agree that in executing this agreement they are not relying nor have they relied upon any other representation or statement made by either party or by any of either parties' owners, partners, officers, employees or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all provisions of this agreement and are voluntarily entering into the same.

Professional Fees

Service	Cost per hour
Consultation/ Teacher Training	\$125/hr
Full day (schools outside 60 mile radius of office)	\$900 per day
IEP	\$125/hr
RBT	\$70/hr
Mileage	Mileage charged at current IRS rate beginning at office.
Hotel (schools outside a 120 mile radius of office)	Rates will vary

- The school system or classroom teacher has to give me a notice of 48 hours to cancel school visit. If 48 hour's notice is not given, a \$350.00 charge will be billed.

20 Courthouse Square
Jasper, TN 37347
(423)847-2998

The _____ (“District”) has retained Tennessee Behavioral Therapy Jasper LLC to provide consultative services, which includes observing and making educational and programming recommendations upon request for children with autism and related behavior problems who are enrolled in the District. They have agreed to pay the rates provided, within 30 days of receiving an invoice. If payment is not received within 30 days, then a \$10.00 daily late fee will be added to total amount until payment is received. This contract will remain in force until terminated by either of the parties with at least seven (7) days' written notice.

It is understood and agreed that I (Jenni Davis, BCBA under the authority of Tennessee Behavioral Therapy Jasper LLC) will be provided access to student records and other relevant information as needed, and that I comply will all The Health Insurance Portability and Accountability Act of 1996 (HIPAA), Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA).

Print Name and Title

Signature and date

Authorize Personal of Tennessee Behavioral Therapy

Signature and date

20 Courthouse Square
Jasper, TN 37347
(423)847-2998

Subject: Request

From: Teena Casseday <tcasseday@mctns.net>

To: Ruby Gamble <rgamble@mctns.net>

Date: Monday, 03/25/2024 7:40 AM

Requesting board approval:

* Ezekeil Rudolph - head boy's basketball coach - non faculty paid

* 11m-Fac-Paid



April Agenda,
Thanks

Subject: Approval for Coaches

From: Joshua Holtcamp <jholtcamp@mctns.net>

To: Ruby Gamble <rgamble@mctns.net>

Date: Tuesday, 03/26/2024 2:40 PM

Hi Ruby,

I am requesting Eddie Kellum and Corey Reynolds be added to The Board agenda for volunteer coach approval (basketball and football).

DR. JOSHUA G. HOLT CAMP

Principal
Whitwell Middle School

423-658-5141

www.whitwellmiddleschool.org

Home of the Children's Holocaust Memorial



* non-fac. Volunteers

April :
MG

MARION COUNTY SCHOOLS

REQUEST FOR APPROVAL OF SCHOOL ORGANIZED TRIP FOR STUDENTS

CHECK THE APPROPRIATE BOX

Field Trip
 Athletic Trip
 Overnight trip
 School Journey
 Other

Name of School Jasper Middle School Date Submitted 3/15/24

Teacher Making the Request Candace Seagroves Position Teacher/Coach

Teacher's Email Address cseagroves@mcms.net Class/Club _____

of Students Participating 26 # of Parent Chaperones 5 # of Teachers Chaperones 2

Overnight request requires a copy of trip agenda attached.

METHOD OF TRANSPORTATION

School Bus (indicate number required _____)
 Walking
 Personal Vehicle
 Charter Bus (indicate number required _____)
 Airplane
 Other

FIELD TRIP DESTINATION/TIME FRAME/PURPOSE

Destination Dollywood Destination Phone Number 800 365 5996
 Destination Address 2700 Dollywood Parks Blvd City Pigeon Forge, TN State TN
 Date(s) of Trip: 4/26/24 One day Overnight (how many days _____)
 Time Schedule Requested: Leave School: 7:00 am Arrive Destination: 10:00 am
 Leave Destination: 8:00 pm Return School: 11:00 pm

Purpose of Trip Team building/season banquet

What are you going to do with students not going? I will have a sub for my class

COST PER STUDENT

Travel 5 (for parent parking) Lodging 0 x _____ Food 20
 School Lunches 8 Entrance Fees / Tickets 39 Other 0 x _____
 TOTAL COST PER STUDENT: 64 Funding Source: student & team funds

What provisions are being made for students who cannot afford to participate in this trip? Parents and donations

SUBMIT REQUEST

Approve Disapprove Principal Dr. B. J. M. Date 3/18/24
 Approve Disapprove Director of Schools _____ Date _____
 Approve Disapproved Marion County Board of Education _____
Date _____

April Agenda M O

MARION COUNTY SCHOOLS

REQUEST FOR APPROVAL OF SCHOOL ORGANIZED TRIP FOR STUDENTS

CHECK THE APPROPRIATE BOX

Field Trip Athletic Trip Overnight trip School Journey Other

Name of School MES Date Submitted 3-8-24

Teacher Making the Request N. Burkard Position 7/8 ELA / SS

Teacher's Email Address nburkard@monteagleelementary.org Class/Club Stinger Day

of Students Participating 80 +/- # of Parent Chaperones 20 # of Teachers Chaperones 5

Overnight request requires a copy of trip agenda attached.

METHOD OF TRANSPORTATION

School Bus (indicate number required 1) Walking Personal Vehicle (Parents)
 Charter Bus (indicate number required) Airplane Other

FIELD TRIP DESTINATION/TIME FRAME/PURPOSE

Destination Detention at the Elementary Destination Phone Number 931-773-7529

Destination Address 615 School St. City Morrison State TN

Date(s) of Trip: 5-10-24 One day Overnight (how many days)

Time Schedule Requested: Leave School: 8:45 Arrive Destination: 9:30
 Leave Destination: 1:15 Return School: 2:00

Purpose of Trip Positive behavior rewards day for the fourth nine weeks.

What are you going to do with students not going? One teacher will stay back.

COST PER STUDENT

Travel 6.00 Lodging x Food
School Lunches 0 Entrance Fees / Tickets \$20 Other x
TOTAL COST PER STUDENT: \$26.00 Funding Source:

What provisions are being made for students who cannot afford to participate in this trip? Parents and donations

SUBMIT REQUEST

Approve Disapprove Principal [Signature] Date 3-12-24
 Approve Disapprove Director of Schools Date
 Approve Disapproved Marion County Board of Education Date

MARION COUNTY SCHOOLS

REQUEST FOR APPROVAL OF SCHOOL ORGANIZED TRIP FOR STUDENTS

CHECK THE APPROPRIATE BOX

- Field Trip
 Athletic Trip
 Overnight trip
 School Journey
 Other

Name of School SPHS Date Submitted 3/20/24
 Teacher Making the Request Paige Hill Position principal
 Teacher's Email Address phill@mctns.net Class/Club Girls, Inc.
 # of Students Participating 14 # of Parent Chaperones _____ # of Teachers Chaperones 2

Overnight request requires a copy of trip agenda attached

METHOD OF TRANSPORTATION

- School Bus (indicate number required _____)
 Walking
 Personal Vehicle
 Charter Bus (indicate number required _____)
 Airplane
 Other

FIELD TRIP DESTINATION/TIME FRAME/PURPOSE

Destination Tennessee Tech Destination Phone Number _____
 Destination Address _____ City Cookeville State TN
 Date(s) of Trip: 4/11/24 One day Overnight (how many days _____)
 Time Schedule Requested: Leave School: 8:30 Arrive Destination: 10:30
 Leave Destination: 2:00 Return School: 4:00

Educational purpose College Tour at Tennessee Tech University

Actual on site instructional time 100%
 What are you going to do with students not going? Girls only going on this trip ^{who participate} in Girls, Inc.

COST PER STUDENT

Travel 0 Lodging 0 Food 0
 School Lunches 0 Entrance Fees / Tickets 0 Other 0
 TOTAL COST PER STUDENT: 0 Funding Source: Girls, Inc.

What provisions are being made for students who cannot afford to participate in this trip? trip is free

SUBMIT REQUEST

Approve Disapprove Principal Paige Hill Date 3/20/24
 Approve Disapprove Director of Schools _____ Date _____
 Approve Disapproved Marion County Board of Education _____
Date _____

MARION COUNTY SCHOOLS

REQUEST FOR APPROVAL OF SCHOOL ORGANIZED TRIP FOR STUDENTS

CHECK THE APPROPRIATE BOX

Field Trip
 Athletic Trip
 Overnight trip
 School Journey
 Other

Name of School Whitwell High School Date Submitted 3/19/2024

Teacher Making the Request Melissa Teal Position teacher / cheer coach

Teacher's Email Address mteal@mcms.net Class/Club Cheerleading

of Students Participating 19 # of Parent Chaperones 1 # of Teachers Chaperones 1

Overnight request requires a copy of trip agenda attached.

METHOD OF TRANSPORTATION

School Bus (indicate number required _____)
 Walking
 Personal Vehicle
 Charter Bus (indicate number required _____)
 Airplane
 Other

FIELD TRIP DESTINATION/TIME FRAME/PURPOSE

Destination The Beach Club Resort Destination Phone Number 205-213-8615

Destination Address 925 Beach Club Trail City Gulf Shores State AL

Date(s) of Trip: 6/12-6/15 One day Overnight (how many days 3 nights / 4 days)

Time Schedule Requested: Leave School: 5:00 am 6/12 Arrive Destination: 12:00 pm 6/12

Leave Destination: 12:00 pm 6/15 Return School: 7:00 pm 6/15

Educational purpose new skills - stunts, cheer, dance, team bonding

Actual on site instructional time 37 hrs - schedule attached

What are you going to do with students not going? they all participate!

COST PER STUDENT

Travel _____ Lodging X Food _____

School Lunches _____ Entrance Fees / Tickets X Other _____

TOTAL COST PER STUDENT: \$550

Funding Source: Fundraisers/parents

What provisions are being made for students who cannot afford to participate in this trip? Fundraising

SUBMIT REQUEST

Approve Disapprove

Principal [Signature] Date 3/19/24

Approve Disapprove

Director of Schools _____ Date _____

Approve Disapproved

Marion County Board of Education _____

Date _____



2024 Resort Camp Sample Schedule

4-Day – 2 afternoons off!

DAY 1

- 9 am - 12 pm Registration
- 12:30 pm Coaches' Quick Meet – *(12:20)*
- 1:00 pm Opening Staff Demo & Meet your Team Leader!
- 1:30 pm Safety Awareness & Stunt Qualification w/ Team Leader
- 1:45 pm Shooting Seminar
- 2:00 pm C/E Group A - Motion & Spirit Prop Workshop / Game Day Class: Situational Sidelines / Camp Dance & Coaches' Meeting #1
- A Group B – Stunt Class #1
- 3:00 pm Switch Groups
- 4:00 pm C Group A – Situational Sideline Private Coaching
- A Group B – Motion Technique Class & Squad Credentialing
- 4:30 pm Dinner
- 6:35 pm A Group A – Motion Technique Class & Squad Credentialing
- C Group B – Situational Sideline Private Coaching
- 6:45 pm A Pyramid Class #1
- 7:45 pm C Game Day Class: Cheers
- 8:15 pm S Stunt Troubleshooting Class
- 8:45 – 9 pm L Team UCA / Team Leader Meetings & Daily Awards
- New Coaches' Q/A

DAY 2

- 8:30 am C Team Leader Check-in / Warmup / Game Day Class: Band Chart / Material Review & Coaches' Meeting #2
- 9:15 am L Coach's & Captain's Goal Setting
- 9:30 am C Group A – Cheer Private Coaching
- C/L Group B – Band Chart Setup / Review / Team UCA & Squad Credentialing
- 10:20 am Switch Groups
- 11:10 am A Jump Off
- 11:30 am Lunch

AFTERNOON OFF!

- 6:00 pm U/S Captains' Leadership Training & Coaches' Stunt Workshop #1
- 6:15 pm C/E Situational Sideline & Cheer Evaluations
- 6:45 pm A Group A – Stunts & Pyramids #2
- A Group B – Stretching, Flexibility & Jump Class / Squad Leadership Training & Game Day Jam – *(15:00)*
- R Switch Groups
- 7:35 pm St. Jude / Team Leader Meetings & Daily Awards
- 8:25 pm

DAY 3

- 8:30 am C/E Team Leader Check-in / Warmup / Game Day Class: General Sidelines & Diddies! & Coaches' Meeting #3
- 9:00 am L Senior Social – *(NEW)*
- 9:15 am A Group A – Stunts & Pyramids #3
- L/R Group B – Team UCA / FNL Freestyle & Squad Credentialing
- 10:15 am Switch Groups
- 11:15 am B All-American Tryouts
- 11:30 am Lunch

AFTERNOON OFF!

- 6:00 pm S Coaches' Stunt Workshop #2
- 6:15 pm U/C Group A – Team Unity & Spirit Practice
- E Group B – Camp Routine Private Coaching
- 7:00 pm Switch Groups
- 7:45 pm E Camp Routine Evaluations
- 8:15 pm R Spirit Night!
- 8:30 pm B Team Leader Meetings / Daily Awards & Pin It Forward
- Final Coaches' Q&A

DAY 4

- 8:30 am Optional Open Practice
- 9:00 am Team Time w/ Team Leader
- 9:30 am E Camp Routine Championship
- 10:15 am C/E Spirit Championship
- Band Chart
- Situational Sideline
- Cheer
- 11:00 am Squad Credentialing Presentation
- 11:15 am Senior Recognition Ceremony
- 11:30 am B Final Awards & Pin It Forward

