

MARION COUNTY BOARD OF EDUCATION

July Regular Meeting

July 8, 2024

5:00 p.m.

AGENDA

I. MEETING CALLED TO ORDER

II. PLEDGE TO THE FLAG

III. PUBLIC COMMENT

IV. APPROVE BOARD AGENDA

V. APPROVE CONSENT AGENDA

A. Approve Minutes: Regular Meeting June 17, 2024

B. Budget Amendments: (1) General Purpose Fund 141 Amendment #13
Amanda Weeks (Approved by Executive Order 6/19/2024)

C. Amend Board Policy 1.501 "Visitors' Code of Conduct" *Dr. Griffith*

D. Amend Board Policy 6.313 "Student Code of Conduct" *Dr. Griffith*

E. Amend Board Policy 6.310 "Dress Code" *Dr. Griffith*

F. Amend Board Policy 6.312 "Use of Personal Communication Devices in School"
Dr. Griffith

G. Amend Board Policy 5.608 "Tutoring for Pay" *Dr. Griffith*

H. Request Approval to Add One Exceptional Education Teacher Assistant at South
Pittsburg Elementary School *Becky Bigelow*

I. Request Approval of Contract with Southern Rehab and Aquatics (SRA) for
2024-2025 School Year *Becky Bigelow*

J. Request Approval to Add an LPN Position for the 2024-2025 School Year
Lori Case

K. Request Approval to Purchase Science and Social Studies Textbooks for the
2024-2025 School Year *Kim Headrick*

- L. Request Approval to Purchase Benchmark Assessments for Grades K-8 for the
2024-2025 School Year *Kim Headrick*
- M. Request Approval to Pay Freight Charges for K-8 Math Textbooks for the
2024-2025 School Year *Kim Headrick*
- N. Request Approval to Pay Freight Charges for 6-12 ELA Textbooks for the
2024-2025 School Year *Kim Headrick*
- O. Request Approval to Partner with SchoolsPLP for Instructional Services
Kim Headrick
- P. Request Approval to Pay a Stipend to K-8 Math Implementation Team Members
for the 2024-2025 School Year *Kim Headrick*
- Q. Request Approval to Purchase Math Workbooks for the 2024-2025 School Year
Kim Headrick
- R. Request Approval to Renew Subscription with IXL for Grades 5-12 for the
2024-2025 School Year *Kim Headrick*
- S. Amend Board Policy 6.200 "Attendance" *Dr. Griffith*
- T. Approve 2024-2025 Non-Faculty Paid Coaches:
Whitwell High School – Michelle Akins (Girls Basketball)
- U. Approve 2024-2025 Non-Faculty Volunteer Coaches:
Marion County High School – Shane Thomasson (*Football*)
Whitwell High School – Troy Mosier, Aaron Worley,
Thunder Roberts, Kyle Antal (*Football*)
Whitwell Middle School – Corey Reynolds, Eddie Kellum (*Basketball*)
- V. Approve School Sports Schedules:
Marion County High School – Golf
- W. Approve Field Trips:
Whitwell High School – 20 Students to Evensville, TN 7/11/24
40 Students to Evensville, TN 8/2/24

VI. OLD BUSINESS:

- A. Capital Projects

MARION COUNTY BOARD OF EDUCATION

June Regular Meeting

June 17, 2024

5:00 p.m.

MINUTES

The Marion County Board of Education met in Regular Session on June 17, 2024. Members present were Mr. Ryan Phillips, Mrs. Donna Blansett, Mr. Nathan Billingsley, Mr. Bo Nunley and Board Attorney, Mr. Mark Raines. Mrs. Linda Hooper was unable to attend.

Chairperson Ryan Phillips called the meeting to order.

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. Blansett, unanimous.

RECOGNITION: Dr. Griffith recognized and congratulated Whitwell High School for being a State Reward School and presented a banner to the Principal, Ms. Teena Casseday. Reward Schools are those that have an overall federal accountability score greater than or equal to 3.1 out of 4.0. The Board Members applauded this designation and the students' accomplishments.

Mr. Phillips asked if there was a motion to approve the Consent Agenda, or if there were any items to be pulled for discussion. Mrs. Blansett asked for Item L. Mr. Phillips asked for Item P. and Item V. He stated Item M. needed to be removed and discussed at a later date. Dr. Griffith asked to Table Item I.

CONSENT AGENDA

- A. Approve Minutes: Regular Meeting May 13, 2024
"Special Called Meeting" May 30, 2024
- B. Financial Reports and Cash Flow Analysis for May 2024
- C. Budget Amendments: (1) General Purpose Fund 141 Amendment #12
(2) Federal Projects Fund 142 Amendment #11
- D. Request Approval of Annual Accounting Software and Hardware Support Fee for 2024-2025
- E. Request Approval of Workers Comp and Property Casualty Insurance Estimate for 2024-2025
- F. Request Approval of Sale of Surplus Maintenance Vehicle
- G. Request Approval for the Whitwell Middle School Assistant Football Coach Supplement of 3% be Assigned to the Athletic director
- H. Request Permission for Whitwell Middle School Track Team Supplement of 1% be Moved to Volleyball Supplement
- I. Amend Board Policy 6.313 "Student Code of Conduct"

- J. Request Approval of Early Dismissal for Marion County High School Student 2024-2025 School Year
- K. Request Approval for South Pittsburg High School to Classify 34 Lockers as Surplus Property for Disposal
- L. Request Approval of Addendum and Modification of OTIS Contract for Elevator at South Pittsburg High School
- M. Request Approval of 2025-2026 Graduation Schedules
- N. Request Approval to Work 10 Hour Days Monday through Wednesday the Week of July 4th
- O. Request Approval of Class Fee Proposal for Whitwell High School
- P. Amend Board Policy 5.6061 "Social Media Policy"
- Q. Request Approval to Pay Tri-Con, Inc. Application #20 and the Retainage Account for the New Jasper Middle School
- R. Request Approval for Benefit Concert to be held in the Auditorium and Senior Olympics in the Gymnasium at South Pittsburg High School
- S. Request Approval of Marion County High School Football Summer Travel
- T. Request Approval for 2024 Miss Whitwell Competition to be held in the Auditorium at Whitwell Middle School
- U. Request Approval to Add Exceptional Education Teacher at South Pittsburg Elementary School
- V. Amend Board Policy 4.600 "Grading System"
- W. Request Approval of Disposal/Removal of Equipment
- X. Request Approval of Lewis Group Architects Additional Services for Civil Engineer to be Paid from Innovative School Grant
- Y. Request Approval of Stipends for the Tennessee College of Applied Technology (TCAT) for the High School Welding Teachers
- Z. Request Approval of Recommendations for Tenure
- AA. Request Approval of Change Order with Building Systems Technology, Inc. for the New Jasper Middle School
- BB. Request Approval of Bid from Sideline Interactive, LLC for New Jasper Middle School Gym Furniture
- CC. Approve 2024-2025 DHA Members
- DD. Approve 2024-2025 Non-Faculty Paid Coaches:
 - Jasper Middle School – Shane Thomasson (*Softball*)
 - Tim Bowman (*Baseball*)
 - Marion County High School – Alyssa Morrison (*Cheerleading*)
 - Nick Pickett, Brandon Jones (*Boys Basketball*)
 - Isaac Youngblood (*Baseball*)
 - South Pittsburg High School – Destiny White (*Academy Cheerleading*)
 - Whitwell High School – Melissa Ayers (*Girls Basketball*)
 - Whitwell Middle School – Roger Layne (*Softball*)
 - Barrett Long (*Baseball*)
 - Kyle Holloway (*Athletic Director & Basketball*)

EE. Approve 2024-2025 Non-Faculty Volunteer Coaches:

Jasper Middle School – Jamie Burns (*Cheerleading*)

Michael Showalter, Mason Keel, Josh Hobbs,
Chris Keys, Derek Sisk (*Football*)

Breanna Vinson Patton (*Softball*)

Julie Thomas, Brian Gossett (*Girls Basketball*)

Reggie Mosley (*Baseball, Boys Basketball*)

Jim McKee, Jamisen Barnes (*Volleyball*)

Daniel Durden, Jason Saylor (*Baseball*)

South Pittsburg High School – David Moore, Ronto Tipton (*Football*)

Mychal Patterson, Kenny Harrison (*Academy Football*)

Whitwell High School – Nick Tuders (*Boys Basketball*)

FF. Approve School Sports Schedules:

Jasper Middle School – (*Updated*) Football

Marion County High School – Football, Volleyball

GG. Approve Field Trips:

Marion County High School – 5 Students to Chattanooga, TN 7/21-23/24

50 Students to McMinnville, TN 9/28/24

Whitwell High School – 5 Students to Chattanooga, TN 7/21-23/24

HH. Request Approval to Pay Integrated Properties Application # 6 in the amount of \$87,886.68 and the Retainage Account for the South Pittsburg High School Theater Renovations

II. Request Approval to Advance Funds as Needed from the General Fund in June to Cover the Federal Expenses Incurred

JJ. Request Approval to Pay McBryar Bros Construction for Drain Repairs at Whitwell High School

OLD BUSINESS

A. Capital Projects

Items Added to the Consent Agenda

**1. Budget Amendment: (2) Federal Projects Fund 142 Amendment #11
for Carl Perkins (*not included in Item C.*)**

Request Approval of Addendum and Modification of OTIS Contract for Elevator at South Pittsburg High School – Mrs. Blansett asked if the elevator project was finished and if it would be operable when school begins in August. Dr. Griffith concurred and added this modification is an addition to the current elevator inspection contract that we already have.

Amend Board Policy 5.6061 “Social Media Policy” – Dr. Griffith stated the amendment to the policy is the addition of General Guidelines.

Amend Board Policy 4.600 “Grading System” – Dr. Griffith stated the amendment is due to recent revisions for the 2024-2025 school year by the State Board of Education. It entails an update to the uniform grading policy by the changing of 4 percentage points to 5 percentage points to the grades used to calculate the semester average.

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

Capital Projects – Dr. Griffith stated there is an OAC meeting tomorrow. He added he did receive some information regarding the HVAC units and will be sending that out to the Board after the OAC meeting. He stated we are hoping in July a conversation can be had to find out when we can take ownership of the building. Dr. Griffith turned the meeting over to Project Manager, Mr. Randy Gilliam to update the Board on the building project.

Mr. Gilliam stated he met with the Lennox representative last Thursday. They are the manufacturer of the HVAC units. He said they looked at the units to see what is needed to be taken care of in regards to the warranty. He has also met with the REA Nashville representatives who sold the HVAC job to the Sparta group. He stated they are working with the group to work on any other deficiencies. He added he felt confident everything would be taken care of. Mrs. Blansett asked Mr. Gilliam if he saw any change orders coming in. Mr. Gilliam stated the only thing he was looking at was possibly getting some estimates for some sod work to be done in front of the building. He added that was one thing that was not included in the original bid for the new school. Mrs. Blansett expressed her concerns in regards to the budget with the building project. Dr. Griffith stated we are still within budget at this time.

Chairman Phillips asked Mr. Gilliam for an update regarding the South Pittsburg High School theater renovations. Mr. Gilliam stated the fire marshal will be there in the morning along with the OLG representative and the building inspector. Mrs. Blansett stated she had received several inquiries in regards to an event that is to be held in the theater on June 22. Dr. Griffith stated that will be determined after the fire marshal’s visit tomorrow but, he didn’t see any major problems at this time.

Chairman Phillips stated the next Board Meeting will be Monday, July 8, 2024, at 5:00 p.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 Mr. Nunley, 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: June 19, 2024

Subject: General Purpose Fund 141 Budget Amendment #13

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

The amendment includes two amendments, both of which move funds within the 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.

Approved via Executive Order:

M. [Signature]
D. Ryan Phillips

6-19-2024
6/19/2024

Account #	Description	Source	Uses	Net Cash Flow Adjustment	Yes/No Commission
1) 141-72620-336-MAINT	Maint/Repair Srv-Equipment		11,500		No
141-72620-701-MAINT	Other Charges	1,500			
141-72620-717-MAINT	Administrative Equipment	10,000			
		<u>11,500</u>	<u>11,500</u>	<u>0</u>	

To amend the Maintenance budget for add'l Maintenance/Repair-Equipment

2) 141-46515-PKJES	Pre-K Lottery: JES		545		No
141-46515-PKSPE	Pre-K Lottery: SPE	1,771			
141-46515-PKWES	Pre-K Lottery: WES		1,226		
141-73400-201-PKJES	Social Security	336			
141-73400-207-PKJES	Medical Insurance	131			
141-73400-212-PKJES	Medicare	78			
141-73400-201-PKSPE	Social Security	78			
141-73400-212-PKSPE	Medicare	18			
141-73400-429-PKSPE	Instructional Supplies	119			
141-73400-201-PKWES	Social Security	895			
141-73400-204-PKWES	Retirement	13			
141-73400-207-PKWES	Medical Insurance		1,914		
141-73400-212-PKWES	Medicare	210			
141-73400-429-PKWES	Instructional Supplies	36			
		<u>3,685</u>	<u>3,685</u>	<u>0</u>	

To amend the Pre-K budget based on revised needs

TOTAL AMENDMENTS		<u>15,185</u>	<u>15,185</u>	<u>0</u>	
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DESCRIPTION	FD	FCT	OBJ	JBI	CST CTR	AMEND #12	AMEND #13	ENTRY	NOTES	COMM
								DR/(CR)		
Misc. Refunds - Worker's Comp. Fee	141	44170	-	-	BOARD	15,000	15,000	0		
Misc. Refunds - Health SVCs Reimb. f/Sho	141	44170	-	-	HSERV	0	0	0		
Insurance Recovery	141	44170	-	-	LRINS	45,000	45,000	0		
Misc. Refunds - Other	141	44170	-	-	LRMRO	500	500	0		
Misc. Refunds - Other	141	44170	-	-	REGED	3,000	3,000	0		
Misc. Refunds - Other	141	44170	-	-	SPEED	500	500	0		
Sale of Property - Regular Education	141	44540	-	-	REGED	0	0	0		
Sale of Property - Vocational	141	44540	-	-	VOCED	1,000	1,000	0		
Damages Recovered - Textbooks	141	44560	-	-	REGED	500	500	0		
Contributions/Gifts	141	44570	-	-	REGED	6,000	6,000	0		
Other Local Revenues - Other	141	44990	-	-	LROLR	500	500	0		
Other Local Revenues - Reg Ed	141	44990	-	-	REGED	0	0	0		
On-Behalf Contributions for OPEB	141	46175	-	-	BOARD	105,543	105,543	0		
TN Investment in Student Achievement	141	46510	-	-	STTIS	27,358,355	27,358,355	0		
Basic Education Program	141	46511	-	-	STBEP	0	0	0		
Other State Education Funds:										
Driver's Education	141	46550	-	-	REGED	4,500	4,500	0		
Other State Funds-Student Mgmt	141	46590	-	-	ATTEN	0	0	0		
Pre-K Lottery : JES	141	46590	-	-	PKJES	0	0	0		
Pre-K Lottery : JES	141	46515	-	-	PKJES	104,782	104,237	(545)	Adjusted based on revised needs	
Pre-K Lottery : SPE	141	46590	-	-	PKSPE	0	0	0		
Pre-K Lottery : SPE	141	46515	-	-	PKSPE	85,266	87,037	1,771	Adjusted based on revised needs	
Pre-K Lottery : WES	141	46590	-	-	PKWES	0	0	0		
Pre-K Lottery : WES	141	46515	-	-	PKWES	194,738	193,512	(1,226)	Adjusted based on revised needs	
State Special Education Pre-K	141	46515	-	-	SPEPK	49,974	49,974	0		
Other State Education Funds	141	46590	-	-	REGED	0	0	0		
Other State Education Funds-Summer	141	46590	-	-	RESUM	436,433	436,433	0		
Coordinated School Health Grant	141	46591	-	-	HSCSH	0	0	0		
Career Ladder Program	141	46610	-	-	STCLP	34,744	34,744	0		

DESCRIPTION	FD	FCT	OBJ	JBE	CST	CTR	AMEND #12	AMEND #13	ENTRY	NOTES	COMM
									DR/(CR)		
HS - COORDINATED SCHOOL HEALTH							XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		
Other salaries/wages - Coordinator	141	72120	105		HSCSH		(70,820)	(70,820)	0		
Other salaries/wages - Secretary	141	72120	189		HSCSH		0	0	0		
Social Security	141	72120	201		HSCSH		(4,391)	(4,391)	0		
State Retirement	141	72120	204		HSCSH		(4,823)	(4,823)	0		
Medical Insurance	141	72120	207		HSCSH		(8,530)	(8,530)	0		
Medicare	141	72120	212		HSCSH		(1,027)	(1,027)	0		
Travel	141	72120	355		HSCSH		(1,700)	(1,700)	0		
Other contracted services	141	72120	399		HSCSH		(600)	(600)	0		
Other supplies/materials	141	72120	499		HSCSH		(463)	(463)	0		
Inservice/staff development	141	72120	524		HSCSH		(5,237)	(5,237)	0		
Other charges	141	72120	599		HSCSH		(200)	(200)	0		
Health Equipment	141	72120	735		HSCSH		0	0	0		0
MAINTENANCE OF PLANT							XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		
Maintenance Supervisor	141	72620	105		MAINT		(68,550)	(68,550)	0		
Maintenance Admin Assistant	141	72620	161		MAINT		(19,040)	(19,040)	0		
Maintenance Personnel	141	72620	167		MAINT		(386,345)	(386,345)	0		
Social Security	141	72620	201		MAINT		(29,468)	(29,468)	0		
State Retirement	141	72620	204		MAINT		(34,221)	(34,221)	0		
Medical Insurance	141	72620	207		MAINT		(113,508)	(113,508)	0		
Medicare	141	72620	212		MAINT		(6,892)	(6,892)	0		
Maint/Repair - Buildings	141	72620	335		MAINT		(45,000)	(45,000)	0		
Maint/Repair - Equipment	141	72620	336		MAINT		(65,000)	(76,500)	(11,500)	Adjusted based on revised needs	
Maint/Repair - Vehicles	141	72620	338		MAINT		(12,500)	(12,500)	0		
Other contracted services	141	72620	399		MAINT		(54,833)	(54,833)	0		
Other supplies/material	141	72620	499		MAINT		(160,000)	(160,000)	0		
Staff Development	141	72620	524		MAINT		(1,500)	(1,500)	0		
Other charges	141	72620	599		MAINT		(1,000)	(1,000)	0		
Administration equipment	141	72620	701		MAINT		(1,500)	0	1,500	Adjusted based on revised needs	
Maintenance equipment	141	72620	717		MAINT		(10,000)	0	10,000	Adjusted based on revised needs	0

DESCRIPTION	FD	FCT	OBJ	JBE	CST CTR	AMEND #12	AMEND #13	ENTRY	NOTES	COMM
								DR/(CR)		
PERSONNEL SERVICES						XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX		
Director - Human Resources	141	72520	105		PERSO	(69,225)	(69,225)	0		
Admin Assistant	141	72520	161		PERSO	(19,040)	(19,040)	0		
Other Salaries & Wages	141	72520	189		PERSO	(57,780)	(57,780)	0		
Social Security	141	72520	201		PERSO	(9,055)	(9,055)	0		
State Retirement	141	72520	204		PERSO	(10,519)	(10,519)	0		
Medical Insurance	141	72520	207		PERSO	(17,630)	(17,630)	0		
Medicare	141	72520	212		PERSO	(2,118)	(2,118)	0		
Maintenance/Repair Services	141	72520	336		PERSO	(150)	(150)	0		
Travel - Local and conferences	141	72520	355		PERSO	(1,500)	(1,500)	0		
Other contracted services	141	72520	399		PERSO	(2,500)	(2,500)	0		
Office Supplies	141	72520	435		PERSO	(2,500)	(2,500)	0		
Staff Development	141	72520	524		PERSO	(4,000)	(4,000)	0		
Other charges	141	72520	599		PERSO	(2,000)	(2,000)	0		
Other equipment	141	72520	790		PERSO	(750)	(750)	0		
PRE-K PROGRAM						XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX		
Teachers JES	141	73400	116		PKJES	(51,840)	(51,840)	0		
Educational Assistants	141	73400	163		PKJES	(23,635)	(23,635)	0		
Social Security	141	73400	201		PKJES	(4,679)	(4,343)	336	Adjusted based on revised needs	
State Retirement	141	73400	204		PKJES	(5,232)	(5,232)	0		
Medical Insurance	141	73400	207		PKJES	(17,813)	(17,682)	131	Adjusted based on revised needs	
Medicare	141	73400	212		PKJES	(1,094)	(1,016)	78	Adjusted based on revised needs	
Workers Comp	141	73400	299		PKJES	(189)	(189)	0		
Contracted Services	141	73400	399		PKJES	0	0	0		
Instructional Supplies	141	73400	429		PKJES	(300)	(300)	0		
In-Service/Staff Development	141	73400	524		PKJES	0	0	0		
Other Equipment	141	73400	790		PKJES	0	0	0		

0

DESCRIPTION	FD	FCT	OBJ	JBI	CST CTR	AMEND #12	AMEND #13	ENTRY	NOTES	COMM
								DR/(CR)		
Teachers	MES	141	73400	116	PKMES	0	0	0		
Educational Assistants		141	73400	163	PKMES	0	0	0		
Non-Certified Substitutes		141	73400	198	PKMES	0	0	0		
Social Security		141	73400	201	PKMES	0	0	0		
State Retirement		141	73400	204	PKMES	0	0	0		
Medical Insurance		141	73400	207	PKMES	0	0	0		
Medicare		141	73400	212	PKMES	0	0	0		
Workers Comp		141	73400	299	PKMES	0	0	0		
Contracted Services		141	73400	399	PKMES	0	0	0		
Instructional Supplies		141	73400	429	PKMES	0	0	0		
In-Service/Staff Development		141	73400	524	PKMES	0	0	0		
Other Equipment		141	73400	790	PKMES	0	0	0		
Teachers	SPE	141	73400	116	PKSPE	(47,155)	(47,155)	0		
Educational Assistants		141	73400	163	PKSPE	(24,225)	(24,225)	0		
Non-Certified Substitutes		141	73400	198	PKSPE	0	0	0		
Social Security		141	73400	201	PKSPE	(4,426)	(4,348)	78	Adjusted based on revised needs	
State Retirement		141	73400	204	PKSPE	(5,493)	(5,493)	0		
Medical Insurance		141	73400	207	PKSPE	(3,944)	(3,944)	0		
Medicare		141	73400	212	PKSPE	(1,035)	(1,017)	18	Adjusted based on revised needs	
Retirement - Hybrid		141	73400	217	PKSPE	(496)	(496)	0		
Workers Comp		141	73400	299	PKSPE	(178)	(178)	0		
Contracted Services		141	73400	399	PKSPE	0	0	0		
Instructional Supplies		141	73400	429	PKSPE	(300)	(181)	119	Adjusted based on revised needs	
In-Service/Staff Development		141	73400	524	PKSPE	0	0	0		
Other Equipment		141	73400	790	PKSPE	0	0	0		

DESCRIPTION	FD	FCT	OBJ	JBI	CST CTR	AMEND #12	AMEND #13	ENTRY	NOTES	COMM
								DR/(CR)		
PRE-K PROGRAM (CONT'D)										
Teachers	WES	141	73400	116	PKWES	(120,020)	(120,020)	0		
Educational Assistants		141	73400	163	PKWES	(47,330)	(47,330)	0		
Non-Certified Substitutes		141	73400	198	PKWES	0	0	0		
Social Security		141	73400	201	PKWES	(10,376)	(9,481)	895	Adjusted based on revised needs	
State Retirement		141	73400	204	PKWES	(11,581)	(11,568)	13	Adjusted based on revised needs	
Medical Insurance		141	73400	207	PKWES	0	(1,914)	(1,914)	Adjusted based on revised needs	
Medicare		141	73400	212	PKWES	(2,427)	(2,217)	210	Adjusted based on revised needs	
Workers Comp		141	73400	299	PKWES	(418)	(418)	0		
Contracted Services		141	73400	399	PKWES	0	0	0		
Instructional Supplies		141	73400	429	PKWES	(600)	(564)	36	Adjusted based on revised needs	
In-Service/Staff Development		141	73400	524	PKWES	0	0	0		
Other Equipment		141	73400	790	PKWES	0	0	0		
REGULAR INSTRUCTION										
						XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX		
Teachers		141	71100	116	REGED	(11,172,145)	(11,172,145)	0		
Career Ladder		141	71100	117	REGED	(15,000)	(15,000)	0		
Homebound Teachers		141	71100	128	REGED	(38,000)	(38,000)	0		
Educational Assistants		141	71100	163	REGED	(598,050)	(598,050)	0		
Substitutes- certified		141	71100	195	REGED	(92,700)	(92,700)	0		
Substitutes- non-certified		141	71100	198	REGED	(300,000)	(300,000)	0		
Social Security		141	71100	201	REGED	(757,385)	(757,385)	0		
State Retirement		141	71100	204	REGED	(941,071)	(941,071)	0		
Medical Insurance		141	71100	207	REGED	(2,110,155)	(2,110,155)	0		
Medicare		141	71100	212	REGED	(177,130)	(177,130)	0		
Retirement - Hybrid		141	71100	217	REGED	(74,152)	(74,152)	0		
Other Contracted Services		141	71100	399	REGED	(153,500)	(153,500)	0		
Instructional Supplies/Materials		141	71100	429	REGED	(63,000)	(63,000)	0		
Textbooks		141	71100	449	REGED	(132,000)	(132,000)	0		
Other Supplies/Materials		141	71100	499	REGED	(110,825)	(110,825)	0		
Equipment		141	71100	722	REGED	0	0	0		

0

0

Marion County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in April	Visitors' Code of Conduct	1.501	7/8/24
		Rescinds:	Issued:
		1.501	8/8/22

Except at school programs, athletic events, open house and similar public events, all visitors must report to the school office when entering any Marion County Department of Education (MCDOE) school and sign a logbook. Passes shall be issued to all persons other than students and employees of MCDOE after submitting approved forms of identification and receiving approval from the school's security monitoring service. The Principal or his/her designee shall exercise discretion in determining the areas of the school that persons are permitted to visit.

To maintain the conditions and atmosphere suitable for learning, no other person shall enter onto the grounds or into the school buildings during the hours of student instruction except students assigned to that school, MCDOE staff members parents of students assigned to the school, and other persons approved by the principal.

Individuals who come onto school premises are expected to behave respectfully and lawfully. Specifically, actions of school visitors that are prohibited include, but are not limited to:

- Cursing and using obscenities;
- Disrupting or threatening to disrupt school operations;
- Acting in an unsafe manner that could threaten the health or safety of others;
- Verbal or written statements or gestures indicating intent to harm an individual or property; and
- Physical attacks intended to harm an individual or damage property.

Any person improperly on the premises of a school or District-owned or leased facility or who violates this Visitors' Code of Conduct shall depart at the request of the school Principal or his/her designee or the Superintendent or his/her designee.

The Principal or his/her designee or the Superintendent or his/her designee shall contact law enforcement officials when he/she believes the situation warrants such measures.

NOTICE*

- (1) This Visitors' Code of Conduct shall be posted on the MCDOE website.
- (2) This Visitors' Code of Conduct shall be posted at each school entrance along with the telephone number of a member of the school's administration who can answer questions regarding this Visitors' Code of Conduct.

- (3) Upon initial enrollment each parent/guardian of students shall be provided with a printed copy of this Visitors' Code of Conduct with the telephone number of the student's school administrator who can answer questions regarding this Visitors' Code of Conduct. Each parent/guardian shall sign the Code of Conduct, acknowledging that the parent/guardian has read and understands it.

Legal References

T.C.A. § 39-14-406
T.C.A. § 49-2-203
T.C.A. § 49-6-2008
T.C.A. § 49-6-4003

*As required by Tennessee law, this Visitors' Code of Conduct has been reviewed for its legality and constitutionality by the Board's Attorney, Marshall A. Raines, Jr. BPR #018193.

Marion County Board of Education

Monitoring:

Descriptor Term:

Descriptor Code:

Issued Date:

**Review:
Annually,
in April**

Student Code of Conduct

6.313

7/8/24

Rescinds:

Issued:

6.313

9/20/21

Any principal, principal-teacher or assistant principal (herein called principal) may suspend/expel any student from attendance at school or any school-related activity on or off campus or from attendance at a specific class or classes, or from riding a school bus, without suspending such student from attendance at school (in-school suspension), for good and sufficient reasons.

Student offenses are in four categories as prescribed in Board policy. Most of these are listed below. Administrators responsible for discipline will classify any offense not listed below unless directed by the Board.

CATEGORY I

Offenses to be administered by the school that may result in detention, loss of privilege, demerits, corporal punishment or suspension due to severity of incident.

1. Refusing to do assigned work
2. Tardiness (class or school)
3. Refusing to participate in required school activities (wellness activities, reading, instruction, etc.)
4. Minor violations of school or classroom rules
5. Conduct which disrupts the peace or good order of the school or the learning environment (impudence, profanity, disorderly conduct, and no regard for authority, etc.)
6. Inappropriate dress or appearance considered disruptive to the school.
7. Unauthorized use of copying machines, computers, phones, or printers.
8. Loitering (no student should remain at school beyond last bus departure)
9. Inappropriate public display of affection
10. Open food or drink in school without permission

CATEGORY II

Offenses that may result in suspension or referral outside the school. *** If any student is placed in TSS or is in OSS he/she will not be allowed to participate in **any** school function including field trips, athletic practices or contests.

First Time Category II Offense: 5 days suspension

Second Time Category II Offense: 10 days suspension

Third Time Category II Offense: Referral to Board of Education for expulsion

1. Fighting (both parties, unless one was attacked for no apparent reason)
2. Use of foul or abusive language
3. Disrespect to employee
4. Harassment
5. Bullying, threatening, hazing or intimidating behavior

6. Use or possession of tobacco, juuls or any vaping device in any form
7. Use or possession of any incendiary device (i.e. lighter, matches)
8. Insubordination (not allowing a directive from a teacher, administrator or other school system employee)
9. Leaving school grounds or class without permission—including lunch period
10. Repeated refusal to do assigned work
11. Chronic disruption
12. Failure to provide correct identity/address
13. Dishonesty (copying, cheating, forging signatures, etc.)
14. Misuse/destruction of school property
15. Extortion
16. Participation in school disruption
17. Receipt, sale, possession or distribution of stolen property (reported to legal authorities)
18. Trespassing on school property
19. Prescription drug policy violation
20. Unauthorized possession or use of school keys
21. Gambling (i.e. pitching pennies, dice or other activity)
22. Computer hacking or tampering
23. Stealing (may be reported to the police)
24. Defiance (Third offense of all phone policies)

CATEGORY IIA

If a counseling session has taken place regarding a possible fight. Then the administrator will refer the incident for a DHA hearing.

CATEGORY III

Offenses in this category are not automatically considered zero tolerance but will be treated as such by the principal unless there are extenuating circumstances.

1. Pulling a fire alarm or otherwise causing one to sound when no fire or smoke is visible
2. Possession or detonation of an incendiary or explosive material (firecracker or greater as well as stink/smoke bombs, poppers, etc.
3. Destruction of school property
4. Inciting disruption of school activities (i.e. stopping normal proceedings in school)
5. Repeated violation of school rules.
6. Verbal or physical assault of a student/employee
7. Other Types of Threat (Verbal, Written or Electronic)

CATEGORY IV

There shall be zero tolerance for the following offenses and these offenses shall be reported to the director of schools and the Board for expulsion and will also be reported to law enforcement officers.

1. Possession/use of alcohol and/or other drugs (shall be reported to law enforcement)
2. Possession/sale/distribution of drug paraphernalia (including rolling papers)
3. Arson
4. Bomb threat
5. Possession/sale/use or distribution of alcohol, illegal drugs or controlled substances

6. Possession and/or use of weapons or any instrument used as a weapon to injure someone intentionally or any instrument or toy intended to be a weapon.
7. Aggravated Assault of a student/employee
8. Possession of a Handgun, Rifle or Shotgun
9. Possession of and Explosive or Incendiary Device
10. Attempted Homicide/Homicide
11. Sexual Assault
12. Possession of a Non-Lethal Firearm

BUS RULES

A student shall become ineligible for transportation when his behavior is such as to cause dissension on a school bus, or when he disobeys state or local rules and regulations pertaining to pupil transportation.

1. Be on time at the designated school bus stop.
2. Do not stand or play in roadway while waiting for the bus.
3. Wait until the bus comes to a complete stop before attempting to enter or leave the bus.
4. Do not at any time, extend arm or forehead, or any part of the body out of the bus window.
5. Do not leave your seat or move about while the bus is in motion.
6. No loud talking or yelling that could divert the driver's attention from operating the bus.
Be absolutely quiet when approaching or crossing a railroad track or traveling up and down a mountain.
7. No profane or immoral language, smoking or use of tobacco, drugs or intoxicating beverages in any form or any improper conduct will be tolerated.
8. Keep books, packages, coats and all other objects out of the aisles. Do not at any time throw any object on bus or throw anything out the bus window.
9. Do not in any way damage the seats or anything inside the bus. Person(s) responsible for damage of any kind to bus will be made to pay for cost of repairs and bus privileges will be denied.
10. Students must obey the driver at all times. The bus driver has the authority to assign seats to students.
11. Students must not cross the road in back of the bus. Always cross in front of the bus.
12. In case of a road emergency, remain in the bus until instructions are given by the driver.
13. No eating or drinking is permitted on the bus. No chewing gum.
14. Fighting is a major offense that will result in immediate removal from the bus.
15. Any other actions that disrupt the normal procedures of bus transportation or could result in any accident will result in:

Disciplinary Action

Minor Offenses:

First Time — Bus driver talks to child about misbehavior

Second Time — Bus driver sends Bus Conduct Report home with the student to the parent(s)/guardian(s) and copy to school office

Third Time — The bus driver will complete Bus Conduct Report and the principal shall suspend the student from the bus for three (3) days

Fourth Time — The bus driver shall complete the Bus Conduct Report and the principal shall suspend the student from the bus for ten (10) days.

Fifth Time — Bus driver will complete the Bus Conduct Report and the principal shall suspend the student from the bus until the next Board meeting. The parent(s)/guardian(s) and the student shall be required to appear before the Board in order for bus privileges to be reconsidered.

Major Offenses: (rules # 7, 9, 14 & 15 with 15 at the discretion of the principal)

First Time — The bus driver shall complete the Bus Conduct Report and the principal shall suspend the student from the bus for five (5) days.

Second Time — The bus driver will complete the Bus Conduct Report and the principal shall suspend the student from the bus for ten (10) days or until the next Board meeting.

If the next Board meeting is more than ten (10) days from the time suspension is issued, the student may return to riding the bus after the ten (10) day suspension is served. The parent(s)/guardian(s) and the student shall be required to appear before to discuss further suspension and/or proof of conduct improvement.

At the principal's discretion, any student may be removed immediately from the bus until the next Board meeting.

Legal Reference:

1. TCA 49-6-4001 through 49-6-4105; TCA 49-6-4018

Marion County Board of Education

Monitoring:

Descriptor Term:

Descriptor Code: Issued Date:

Review:
Annually,
in April

Dress Code

6.310

7/8/24

Rescinds:

Issued:

6.310

7/24/23

(1) Rationale

The principals, designated by the Board of Education as the educational leaders of Marion County Schools are generally responsible for the attitude, manners, and conduct of the students and staff. Therefore, the principal, subject to confirmation by the Director of Schools and the Board of Education, has specific authority to determine a standard of dress and good grooming that will be compatible with a wholesome school situation. All students are expected to adhere to common practices of modesty, cleanliness and neatness; to dress in conformity with the accepted standards of the community; and to contribute in such manner to the academic atmosphere and not detract from it. No attempt will be made to dictate fashion styles as long as they are in keeping with Marion County Schools' policies. It should be noted, however, that it is the responsibility of the student and parent to adhere to the Dress Code. The Administrators of the Marion County Schools shall have the right to appraise any current fashion or fad and determine whether or not it is appropriate for school. Fashions that the principal deems a distraction to the educational process will not be allowed. In matters of opinion, the judgment of administrators will stand.

In order to provide a safe and secure school, strengthen the educational focus, and establish an orderly learning environment while preparing students for success in the professional work place, students, parents and faculty at Marion County Schools have established the following standards for student dress and appearance.

(2) General Information

Students are expected to adhere to dress code at all times while on campus during regular school hours. The school staff will correct any fixable violations, with repeated violations possibly carrying disciplinary consequences. If a student arrives at school and cannot comply with the dress code, he/she will not be allowed to attend classes. The student will be isolated, and a parent called to bring appropriate clothing. If there is a question regarding a questionable item, please obtain clarification from the school administration before wearing the item.

(3) All Apparel:

- Must be size appropriate, and free from holes, rips, tears, cuts, or frayed hems.
- No article of clothing may be worn which implies or otherwise promotes alcohol, sex, tobacco, drugs, violence, gangs, racial or offensive language. This includes belt buckles and jewelry
- Extraneous zippers, metal studs, or dangling cloth strips are forbidden.
- Any item bearing the logo of any school other than the school the student attends is strictly forbidden. College, military or professional sports team logos are acceptable.
- Solids and patterns are permitted.
- No undergarments should be visible at any time.
- No holes that show skin above fingertips or show undergarments. Leggings may be worn under clothing to cover holes.

(4) Bottom Wear:

- Shorts and skirts length must be at or below fingertips.
- Slacks, shorts or skirts will be worn at or above the hip point and be able to stay up without a belt, NO undergarments are to be visible at any time.
- Leggings are required to be covered by clothing that extends to or below the fingertips.
- Pajama pants may not be worn except on special approved occasions.

(5) Dresses and Skirts

For female students, dresses or skirts are acceptable if they meet guidelines for top/bottom wear. Dresses or blouse must have sleeves, no slender straps or tanks, no cold shoulders.

(6) Shirts:

- Shirts must cover midriff area and have a modest neckline. Any style or pattern is acceptable as long as it is modest and appropriate.
- Unacceptable items include but are not limited to: items with a low neckline, made of see-through material, shirts with cutouts, or jerseys unless issued by school.
- Shirts must be worn under team jerseys.

(7) Shoes

- Shoes must be worn at all times. House shoes or slippers are not allowed.

(8) Coats/Jackets

- Lightweight jackets including sweaters, vests, sweatshirts, or raincoats are permitted.
- No long or trench coats are allowed no exceptions.
- Coats are not permitted to be worn in the school building (exception: when entering or leaving the building or when there is a defect in the heating system)
- Coats are defined as items that are normally associated with outdoor wear and/or worn over indoor clothing for protection from outside elements.

(9) Accessories

- Headwear is not to be worn by any student while in the school building.
- This includes hats, ball caps, wool hats, beanies, bandanas, do-rags and skull caps.
- Large, long and/or heavy chains, studded or chained accessories are prohibited including wallet or belt chains.
- Sunglasses indoors are prohibited.

(10) Special Situations

If a student cannot comply with the standardized dress code based on religious belief, vertical disability or by the request of a doctor, a parent or guardian may write a letter explaining the situation to the principal with a copy to the Director of Schools. Each case will be evaluated on an individual case by case basis and if the parents and student are not satisfied an appeal may be sent to the Director of Schools.

Legal Reference:

1. TCA 49-6-4215; TCA 49-1-302(2)(h)

Cross References:

Suspension/Expulsion/Remand 6.316

Marion County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in April	Use of Personal Communication Devices in School	6.312	07/08/24
		Rescinds:	Issued:
		6.312	07/12/21

Unauthorized use or improper storage of a device will result in a violation of this policy and subject students to disciplinary action.

1st Offense the device will be confiscated and returned to the student at the end of the school day.

2nd Offense the device will be confiscated, and a parent/guardian must pick the device up from the school.

3rd Offense the device will be confiscated and considered defiance resulting in discipline of the student for a Category II Offense.

The Marion County Board of Education will not be liable for any devices lost, stolen or destroyed. Accountability and maintenance for the device will be the sole responsibility of the student, parents, or guardian. Permission is granted and approved for teachers to collect the device and hold during class time.

HIGH SCHOOL

Personal communication device use is authorized during non-instructional times. However, inappropriate use of a personal communication device will result in permanent loss of the right to use the device during non-instructional times.

ELEMENTARY/MIDDLE SCHOOL

Personal communication device use is not authorized during the school day.

BUSES

Personal communication device use may be authorized at the bus driver's discretion.

Marion County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in March	Tutoring for Pay	5.608	07/08/24
		Rescinds: 5.608	Issued: 04/24/01

Any teacher may enter into an agreement with parents for tutoring children for a fee, and use the school after hours with the Principal's approval.¹


Legal References:
1. TCA 49-2-203(b)(10)

MARION COUNTY BOARD OF EDUCATION

204 Betsy Pack Drive · Jasper, Tennessee 37347
Telephone (423) 942-3434 · Fax (423) 942-4210

Director of Schools
Mark A. Griffith

MEMO

TO: Board Members & Dr. Griffith 
FROM: Becky Bigelow
DATE: June 11, 2024
RE: Request to Add Exceptional Education Teacher at SPES

Due to the number of students and high level of needs in the CDC classroom at SPES in grades K-6, I am requesting the addition of one exceptional education teacher and one exceptional education teacher assistant that will be budgeted from General Purpose. The current class will be split between two teachers located in separate classrooms, thus the need for the addition of an assistant.

MARION COUNTY DEPARTMENT OF EDUCATION

204 Betsy Pack Drive · Jasper, Tennessee 37347
Telephone (423) 942-3434 · Fax (423) 942-4210

Director of Schools
Mark A. Griffith

TO: Dr. Mark A. Griffith, Director of Schools
Marion County School Board

FROM: Becky Bigelow, Director of Exceptional Education

DATE: June 20, 2024

RE: Request Contract Approval with Southern Rehab and Aquatics (SRA) for 2024-2025
School Year

I'm requesting approval of the attached contract submitted by SRA for providing OT and PT services for students with disabilities for the 2024-25 school year.



400 Dixie Lee Center Rd
(Across from Lowe's)
Kimball, TN 37347

Office: (423) 837-7536
Fax: (423) 837-7538
FrontOffice@srapt.org

Dr. Trace Kennemore, PT, DPT, Owner

SCHOOL-BASED REHABILITATIVE THERAPY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2024 by and between Southern Rehab & Aquatics, Inc., a rehabilitative service and therapy agency utilizing Occupational and Physical Therapists, Occupational Therapy Assistants and Physical Therapy Assistants licensed to practice Occupational Therapy or Physical Therapy in the state of Tennessee hereinafter referred to as "**CONTRACTOR**" and the Marion County Board of Education hereinafter referred to as "**SYSTEM**."

WHEREAS, Contractor provides rehabilitative therapy services and employs Occupational and Physical Therapists and Occupational Therapy Assistants and Physical Therapy Assistants who are licensed to practice Occupational Therapy or Physical Therapy in the state of Tennessee; and

WHEREAS, System desires to retain Contractor to provide rehabilitative therapy services to System; and

NOW THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties do hereby agree as follows:

I. **SERVICES TO BE PROVIDED BY CONTRACTOR**

- a. When requested by System, Contractor will provide rehabilitative therapy services for System's students in a competent manner. The rendering of such rehabilitative therapy services shall be subject to all laws, rules and regulations applicable to the actual rendering of rehabilitative therapy services, including but not limited to the laws established by the state of Tennessee.
- b. Contractor will perform all services in accordance with the then currently approved methods of practice within the Contractor's professions in the community in which Therapist provides services for System, or similar communities, and Contractor's

- practice will be conducted in accordance with the code of ethics of the professional association to which Contractor is a member or is eligible to be a member of.
- c. Contractor will maintain and upon request, provide System, with records and reports in accordance with System's policy such as licensure requirements, documents substantiating eligibility to provide services, proof of current licensure, background check, drug screen, professional liability insurance, CPR certification, TB skin test, driver's license, automobile insurance, and physical examination for all personnel involved in providing or supervising rehabilitative therapy services according to contract.
 - d. Contractor will provide screening upon request, and evaluation and treatment as prescribed by a physician. However, the Contractor retains the right to provide services as deemed appropriate based upon their professional judgment.
 - e. Contractor will prepare adequate documentation regarding services provided to the System's students. Upon request, Contractor will act as an instructor for in-service programs related to occupational and/or physical therapy and provide other professional consultation as may be requested by the System or approved by the System, if suggested by the Contractor (i.e. training Aides for better/safer utilization between therapy services).
 - f. Contractor will maintain and provide System with a report of fees and charges incurred for providing services to System and System's students.
 - g. Services will be rendered to all students of the System without regard to disability, race, creed, color, national origin, religion or sex.
 - h. If Contractor believes that the treatment prescribed is professionally and/or ethically inappropriate, Contractor may refuse to perform treatment on that basis, and shall consult with System as soon as practicable regarding such treatment.
 - i. Contractor will bill eligible System students who meet the criteria for insurance billing, which Contractor's personnel are in-network providers and credits for such reimbursement will be clearly reflected on monthly statements.
 - j. Contractor shall furnish the services called for by the student's IEP as student/patient and Contractor availability reasonably allows. Substitute coverage will be provided, if feasible, in case Contractor's scheduled therapist becomes unavailable. Therapy sessions missed because of the therapist's unavailability will be made up when both student/patient and therapist are mutually available.
 - k. System will furnish adequate workspace and certain pieces of the therapy equipment for Contractor's convenience and efficiency. Contractor will bill the school system for time incurred setting up and organizing System furnished work space and equipment. Billing will not exceed two (2) hours per school year per employee of Contractor.

II. SYSTEM OBLIGATIONS

Notwithstanding any other provisions in this agreement, the System agrees to the following:

- a. System shall retain full responsibility for selection and referral of students for services.
- b. System shall provide, maintain and make available for Contractor's review, complete medical records relevant to the System's students for the purposes of screening, planning,

evaluation, treatment and/or billing for services provided by Contractor, inclusive of Contractor's documentation.

c. System shall obtain and provide to Contractor the necessary information required for Contractor to bill third-party payers, including, without limitation, parental consent, physician names, physician orders, and insurance coverage information.

d. System shall provide access to paper, copier, and laminating machine for providing System's personnel and students with information relevant to System's students.

e. System shall maintain and make available adequate treatment facilities, in compliance with HIPPA privacy guidelines, for Contractor to perform the duties described herein. System shall ensure floors and counters/tables are routinely cleaned at the frequency of normal classrooms. If floors are not adequately maintained, System will be notified of such. If conditions continue to be unsanitary for rendering of services, Contractor will clean at normal rate for treatment services and bill System for said services. System is NOT responsible for cleaning therapy related equipment as this will be sanitized according to industry standards by the Contractor.

f. System shall provide specialized therapeutic equipment and materials necessary for treatment as designated on System's students Individual Education Plan (IBP).

g. Contractor is not required to purchase (or become financially obligated for) equipment, supplies, or items which the student would be expected to obtain, own, regularly utilize or retain for regular or continued use as part of services provided hereunder, including, but not limited to assistive devices (specialized eating and/or writing utensils, writing services, dressing aids, etc.).

h. Contractor shall provide the System with a schedule of all students and designated times of treatment within a reasonable amount of time after being furnished by the System with the school calendar setting lunch times, playground times, field trips, special assembly times, etc. The treatment schedule must be mutually agreed upon by both the System and Contractor.

III. MUTUAL OBLIGATIONS

Both parties hereto agree to cooperate with each other fully, having in mind a goal of providing the best possible professional services for System's students.

IV. SERVICE AVAILABILITY AND COMPENSATION

System agrees to pay Contractor for services rendered under this agreement by either Licensed Occupational and Physical Therapists at the rate of \$70.17 per hour and Licensed Occupational Therapy Assistants or Physical Therapy Assistants at the rate of \$68.07 per hour for services which include individual therapy services consisting of student evaluations, treatments and consultation, visit documentation, the scoring of standardized assessments and report documentation; on-site and/or off-site student related services which may include, but are not limited to required meetings and required in-service training; IEP preparation, documentation and meeting time; student screens per System request; specialized training for Exceptional Education teachers/aides and consultation time.

System agrees to pay Contractor for travel time rendered under this Agreement at the rate of \$59.25 per hour for Licensed Occupational and Physical Therapists as well as Licensed Occupational Therapy Assistants and Physical Therapy Assistants for travel time greater than 30 minutes from the therapist's origin and 30 minutes from the therapists' departure, and therapist's travel times between schools. System agrees to pay the Contractor at the rate of \$0.67 per mile for mileage greater than 20 miles from therapist's origin and for mileage greater than 20 miles from therapists' departure, and mileage between schools. If Contractor therapists should travel between two systems within the same day, the System will be billed for travel time and mileage either to or from System.

System agrees Contractor will retain 33% of insurance reimbursements for billing private insurances on behalf of the school system.

Contractor will bill System monthly for services provided by Contractor. To the extent all or a portion of those services are later paid by insurance, BlueCare, TennCare, or other third-party payor, Contractor will clearly reflect the credit to the System on the next bill.

V. PAYMENT FOR SERVICES

Payment for services shall be within 20 days of submission by invoice by Contractor to System. Any amount due not paid to Contractor within stated days after submission of invoice shall be subject to, and System agrees to pay, a service charge equal to 7% per month on the amount unpaid. If System fails to pay Contractor as required herein, System agrees to pay all costs of collection, including, reasonable attorneys' fees.

VI. RELATIONSHIP OF PARTIES

The parties agree that the relationship created by this Agreement is one of an independent Contractor and not a relationship as employer and employee, partners, joint ventures, or agents of the other. In performing all services pursuant to this contract, Contractor shall be an independent contractor and should not be considered an employee of System for any purpose whatsoever. Contractor will utilize, within the limits of the professions, its own judgment, skills and discretion in providing services to System's students. System agrees that the Contractor may perform the services under this Agreement through its own employees, or, at Contractor's sole discretion, contract with other qualified persons as independent contractors to perform the services under this Agreement.

Contractor shall have the right to choose the therapist or assistant to perform services under this Agreement and Contractor shall retain the right to reassign or terminate such therapist or assistant consistent with Contractor's agreement with such therapist or assistant.

VII. CONTRACTS WITH THERAPISTS AND ASSISTANTS

System understands that, in order to provide reliable and quality service to System under this Agreement, Contractor enters into binding contractual agreements with Therapists and Assistants. Contractor's agreements with such Therapists and Assistants contain provisions

prohibiting such therapists and assistants from accepting employment (for a prescribed period of time) at a facility or site where they have performed services for Contractor. System agrees not to employ, attempt to employ, solicit or otherwise enter into Agreements with such Therapist and/or Assistants while they are working under the above Agreements with Contractor or during the time stated in Contractor's Contract with such Therapist and Assistants.

VIII. SERVICES NON-EXCLUSIVE

During the term of this Agreement, Contractor may provide therapy and other services to other systems and clients, and there is no requirement that System uses Contractor exclusively for the services provided by Contractor under this Agreement.

IX. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement shall be from July 1, 2024 through June 30, 2025. In the event that either party fails to comply with the terms and conditions of this agreement, then the other party may immediately terminate this agreement upon written notice. Either party may also terminate this agreement for good cause upon giving the other party sixty days written notice.

X. AMENDMENTS

This agreement shall not be modified or otherwise amended except by an instrument in writing signed by or on behalf of the parties here o.

XI. NON-WAIVER

Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any claim for breach or a waiver of any rights under the Agreement, not any part thereof, nor prejudice either party in any subsequent action.

XII. ATTORNEY FEES

In the event that any action is brought by either party hereto as a result of a breach or default in any provision of the Agreement, the prevailing party in such action shall be awarded attorney fees and costs in addition to any other relief to which the party may be entitled.

XIII. GOVERNING LAW

The parties agree that any and all disputes arising out of or relating to this Agreement shall be governed by Tennessee law.

XIV. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the matters referred to herein, and is intended to be a final expression and complete integration of the parties' agreements. All prior understandings and agreements among the parties are merged herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on

(Date) _____.

MARION COUNTY BOARD OF EDUCATION

BY: _____

TITLE: _____

SOUTHERN REHAB & AQUATICS, INC.

BY: _____

TITLE: _____



Marion County Schools
Health Services Department

June 17, 2024

Dr. Mark Griffith
204 Betsy Pack Drive Jasper TN 37347

Dear Dr. Griffith,

In regards to our budget meeting that we had discussed, I am requesting that a LPN position be established for the school year 2024-2025. With the new bill that has been signed, the ratio recommendation for nursing is 1:750. This position would enable us to comply with the state recommendation. As discussed, I am using two PRN/sub nurses every day and sometimes three to cover the needs in our county. This money is budgeted through the sub nurse account and could be moved over to my general budget to cover.

Please put this item on the board agenda for approval.

Thank you,



Lori Case RN
Health Services Director

423-762-9663



lcase@mctns.net



310 Elm Ave South Pittsburg, TN 37380



MARION COUNTY DEPARTMENT OF EDUCATION

204 Betsy Pack Drive · Jasper, Tennessee 37347
Telephone (423) 942-3434 · Fax (423) 942-4210

Director of Schools
Mark A. Griffith

TO: Board Members & Mark A. Griffith, Director of Schools
FROM: Kim Headrick, Director of Middle Grades
DATE: June 5, 2024
RE: Request to purchase Science and SS textbooks for the 2024-2025 school year

Due to the delayed Science and SS textbook state adoption, I am requesting board approval to purchase textbooks for grades 3-12. The total cost is \$51,074.98.

See attached for a breakdown of cost.

Thank you for your consideration.

TENNESSEE BOOK COMPANY

QUOTE

1550 HEIL QUAKER BLVD, STE 100
PO BOX 3009
LA VERGNE, TN 37086
615-793-5040

ADOPT

Number	326990
Date	05/20/2024
Page	1

Ship-to: 003 CENTRAL PREP ACADEMY ATTN: RECEIVING 230 RIDLEY DRIVE JASPER, TN 37347	Bill-to: 98 MARION COUNTY BOARD OF EDUC DR. MARK GRIFFITH, DIRECTOR 204 BETSY PACK DRIVE JASPER TN 37347
--	---

Ordered	Requested	Ordered By	Terms	Wh	Freight	Ship Via
04/24/2024	07/01/2024	098-MARION CO.	NET 30 DAYS	01	PREPAID	ID/LG AVERITT

Po #:	JULY PO	Ordered By:	KIM HEADRICK
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Item	Description	Isbn-13	Ordered	UM	Price	UM	Extension
T35141453	TN EXPERIENCE G/3 GEOG ECO ERL Y AMER&TN 1 STU ADD ON BNDL 1Y Consisting of:	9780635141453	310	EA	13.49	EA	4181.90
35131928	TN EXPERIENCE G/3 GEOG ECO EAR LY AMER & TN HIST SE CONS	9780635131928	310	EA			
T35141491	TN EXPERIENCE G/4 COLNZATN REC ONSTRCT 1 STU ADD ON BNDL 1Y Consisting of:	9780635141491	279	EA	13.49	EA	3763.71
35131935	TN EXPERIENCE G/4 COLONIZATION TO RECONSTRUCTION SE CONS	9780635131935	279	EA			
T35141538	TN EXPERIENCE G/5 INDUSTRIALIZAT N CIVIL RGHT 1 STU ADDON BND 1Y Consisting of:	9780635141538	226	EA	13.49	EA	3048.74
35131942	TN EXPERIENCE G/5 INDUSTRIALIZA TION TO CIVIL RIGHTS SE CONS	9780635131942	226	EA			
T35141576	TN EXPER G/6 CIVIL WSTRN ROMAN EMPIRE 1 STU ADD ON BNDL 1Y Consisting of:	9780635141576	251	EA	14.99	EA	3762.49
35131959	TN EXPERIENCE G/6 EARLY CIVIL TO WSTRN ROMAN EMPIRE SE CONS	9780635131959	251	EA			
T35141613	TN EXPER G/7 MID AGES EXPLORAT ION AMER 1 STU ADD ON BNDL 1Y Consisting of:	9780635141613	255	EA	14.99	EA	3822.45
35131966	TN EXPERIENCE G/7 MID AGES TO EXPLORATION OF AMER SE CONS	9780635131966	255	EA			
T35141651	TN EXPER G/8 CLNIZTN NORTH AME R RCNSTRCT 1 STU ADDON BNDL 1Y Consisting of:	9780635141651	256	EA	14.99	EA	3837.44

Kellie Dumas

TENNESSEE BOOK COMPANY

QUOTE

1550 HEIL QUAKER BLVD, STE 100
PO BOX 3009
LA VERGNE, TN 37086
615-793-5040

ADOPT

Number	326990
Date	05/20/2024
Page	2

Ship-to: 003 CENTRAL PREP ACADEMY ATTN: RECEIVING 230 RIDLEY DRIVE JASPER, TN 37347	Bill-to: 98 MARION COUNTY BOARD OF EDUC DR. MARK GRIFFITH, DIRECTOR 204 BETSY PACK DRIVE JASPER TN 37347
--	---

Ordered	Requested	Ordered By	Terms	Wh	Freight	Ship Via
04/24/2024	07/01/2024	098-MARION CO.	NET 30 DAYS	01	PREPAID	ID/LG AVERITT

Po #:	JULY PO	Ordered By	KIM HEADRICK
-------	---------	------------	--------------

Item	Description	Isbn-13	Ordered	UM	Price	UM	Extension
35131973	TN EXPERIENCE G/8 COLONIZATIO N NORTH AMER RCNSTRCT SE CONS	9780635131973	256	EA			
28880393	TENNESSEE ECONOMICS SE READING NOTE TAKING SG CONS	9780328880393	105	EA	17.97	EA	1886.85
28880478	MODERN ERA SE READING NOTE TAK ING SG CONS	9780328880478	105	EA	17.97	EA	1886.85
28880379	MAGRUDERS AMERICAN GOVERNMENT SE READING NOTE TAKING SG	9780328880379	105	EA	17.97	EA	1886.85
28880355	RECONSTRUCTION TO THE PRESENT SE READING NOTE TAKING SG	9780328880355	140	EA	17.97	EA	2515.80
76668496	ASI SE DICE L/1 WB & AUDIO ACT IVITIES CONS	9780076668496	240	EA	10.59	EA	2541.60
78962998	GLEN PHYSICAL SCI NOTEBOOK CON S	9780078962998	220	EA	12.60	EA	2772.00
78961014	GLEN BIOLOGY NOTEBOOK CONS	9780078961014	250	EA	12.60	EA	3150.00
T58694304	HMH SCIENCE G/3 TN HYBRID SRP PRINT/DIGITAL 2Y Consisting of:	9780358694304	31	EA	43.50	EA	1348.50
28828286	HMH SCIENCE G/3 TN TB	9781328828286	31	EA			
T58694311	HMH SCIENCE G/4 TN HYBRID SRP PRINT/DIGITAL 2Y Consisting of:	9780358694311	81	EA	43.50	EA	3523.50
28828293	HMH SCIENCE G/4 TN TB	9781328828293	81	EA			
T58694328	HMH SCIENCE G/5 TN HYBRID SRP PRINT/DIGITAL 2Y Consisting of:	9780358694328	37	EA	47.50	EA	1757.50
28828309	HMH SCIENCE G/5 TN TB	9781328828309	37	EA			
58694397	HMH SCIENCE G/6 TN HYBRID SRP P/D 2Y	9780358694397	15	EA	70.40	EA	1056.00

Kellie Dumas

TENNESSEE BOOK COMPANY

QUOTE

1550 HEIL QUAKER BLVD, STE 100
PO BOX 3009
LA VERGNE, TN 37086
615-793-5040

ADOPT

Number	326990
Date	05/20/2024
Page	3

Ship-to: 003
CENTRAL PREP ACADEMY
ATTN: RECEIVING
230 RIDLEY DRIVE
JASPER, TN 37347

Bill-to: 98
MARION COUNTY BOARD OF EDUC
DR. MARK GRIFFITH, DIRECTOR
204 BETSY PACK DRIVE
JASPER TN 37347

Ordered	Requested	Ordered By	Terms	Wh	Freight	Ship Via
04/24/2024	07/01/2024	098-MARION CO.	NET 30 DAYS	01	PREPAID	ID/LG AVERITT

Po #:	JULY PO	Ordered By:	KIM HEADRICK
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Item	Description	Isbn-13	Ordered	UM	Price	UM	Extension
28828606	Consisting of: HMH SCIENCE G/6 TN TB	9781328828606	15	EA			
58694410	HMH SCIENCE G/8 TN HYBRID SRP P/D 2Y	9780358694410	27	EA	70.40	EA	1900.80
28828620	Consisting of: HMH SCIENCE G/8 TN TB	9781328828620	27	EA			
Entered by: PDS 04/24/24							
GRATIS MATERIALS WILL BE SHIPPED FROM THE PUBLISHER							

<i>Kellie Dumas</i>	Merchandise	Misc	Tax	Freight	Total Due
	48642.98	.00	.00	2432.00	51074.98

FRT \$2432

MARION COUNTY DEPARTMENT OF EDUCATION

204 Betsy Pack Drive · Jasper, Tennessee 37347
Telephone (423) 942-3434 · Fax (423) 942-4210

Director of Schools
Mark A. Griffith

TO: Board Members & Mark A. Griffith, Director of Schools
FROM: Kim Headrick, Director of Middle Grades
DATE: June 5, 2024
RE: Request to purchase Benchmark Assessments for Grades K-8 for the 2024-2025 school year

I am writing to request board approval to partner with Instructure to purchase MVPA (Mastery View Predictive Assessments) benchmark assessments for Grades K-8 for Math, Science, and ELA. These benchmarks assess students on standards and provide detailed reports for administrators, teachers, and students. Administrators and teachers analyze these assessments and reports to drive classroom instruction. The cost is \$50,748.70.

NOTE: These assessments are formerly known as CASE.

See attached for a breakdown of cost.

Thank you for your consideration.



Services Order Form

Order #: O-366892-2
 Date: 2024-05-14
 Offer Valid Through: 2024-07-01

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Marion County School District - TN

Address: 204 Betsy Pack Dr
 City: Jasper
 State/Province: Tennessee
 Zip/Postal Code: 37347
 Country: United States

Order Information
 Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: _____
 Email: _____
 Phone: _____

Primary Contact

Name: Larry Ziegler
 Email: lziegler@mctns.net
 Phone: +1 423 942 3434

Billing Frequency Term:
 Non-Recurring Items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Mastery View Predictive Assessments TN - Second Semester (2BA) - District Pricing - District Pricing - State Tested Subjects - K;1;2;3;4;5;6;7;8	2024-07-15	2025-07-14	User	2,657	USD 8.24	USD 21,893.68
Individual Student Reports	2024-07-15	2025-07-14	User	2,657	USD 0.26	USD 664.25
MasteryConnect Bundled Subscription	2024-07-15	2025-07-14	User	2,657	USD 18,599.00	USD 18,599.00
Item Bank - Navigate All 4 Subjects & CASE Bundle	2024-07-15	2025-07-14	User	2,657	USD 3.61	USD 9,591.77
Recurring Sub-Total						USD 50,748.70
Year 1 Total						USD 50,748.70
Grand Total:						USD 50,748.70

Package Information
Included in your Item Bank - Navigate All 4 Subjects & CASE Bundle:

Deliverable	Description	Expiration	Qty
Mastery View Predictive Assessments TN - Second Semester (2BA) - District Pricing - District Pricing - State Tested Subjects - K;1;2;3;4;5;6;7;8	Mastery View Predictive Assessments - Grade Levels	N/A	2,657
Individual Student Reports	Mastery View Individual Student Reports	N/A	2,657
MasteryConnect Subscription	Mastery Connect - Subscription	N/A	2,657
MasteryConnect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	2,657
CASE Item Bank	Annual Subscription for Mastery Item Bank - Supplemental	N/A	2,657
Mastery Item Bank Subscription	Mastery Item Bank subscription for ELA, Math, Science and Social Studies featuring learning standards alignments for all 50 States, D.C., Common Core and Next Generation Science Standards.	N/A	2,657

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

3rd Party Product	Description	Expiration	Qty
MasteryConnect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	2,657

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Mastery View Predictive Assessments - Grade Levels	Mastery View Predictive Assessments for the State Tested Subject Areas.
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	Annual Subscription for Mastery View + Mastery Item Banks

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
Portfolium: <https://portfolium.com/support-terms>
MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here: <https://www.instructure.com/policies/master-terms-and-conditions>

The provision of any Item Bank Services shall also be governed by the Addendum which can be found here: <https://www.instructure.com/policies/item-bank-addendum>.

The provision of any Predictive Assessment Services shall also be governed by the Addendum which can be found here:

<https://www.instructure.com/benchmark-assessment-addendum>.

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Notes

This quote is for MVPA assessments and Item Banks for grades K-8, all delivered via MasteryConnect platform (with GradeCam), with student reports. Quote reflects CER Consortium pricing.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): _____	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>
If yes, please enter PO Number: _____	

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Marion County School District - TN

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

MARION COUNTY DEPARTMENT OF EDUCATION

204 Betsy Pack Drive · Jasper, Tennessee 37347
Telephone (423) 942-3434 · Fax (423) 942-4210

Director of Schools
Mark A. Griffith

TO: Board Members & Mark A. Griffith, Director of Schools

FROM: Kim Headrick, Director of Middle Grades

DATE: June 5, 2024

RE: Request to pay freight charges for K-8 Math Textbooks for the 2024-2025 school year

I am writing to request board approval to pay the freight cost to ship K-8 math textbooks. The cost is \$2,588.00 and is not covered by the publisher.

See attached for a breakdown of cost.

Thank you for your consideration.

TENNESSEE BOOK COMPANY

QUOTE

1550 HEIL QUAKER BLVD, STE 100
PO BOX 3009
LA VERGNE, TN 37086
615-793-5040

ADOPT

Number	327331
Date	05/02/2024
Page	1

Ship-to: 003
CENTRAL PREP ACADEMY
ATTN: RECEIVING
230 RIDLEY DRIVE
JASPER, TN 37347

Bill-to: 98
MARION COUNTY BOARD OF EDUC
DR. MARK GRIFFITH, DIRECTOR
204 BETSY PACK DRIVE
JASPER TN 37347

Ordered	Requested	Ordered By	Terms	Wh	Freight	Ship Via
05/02/2024	05/02/2024	098-MARION CO.	NET 30 DAYS	01	PREPAID	ID/LG AVERITT

Po #: **HOLD FOR PO** Ordered By: **KIM HEADRICK**

Item	Description	Isbn-13	Ordered	UM	Price	UM	Extension
34953618	ENVISION MATH G/K NATIONAL SE V/1 CONS	9780134953618	338	EA	.00	EA	.00
34953625	ENVISION MATH G/K NATIONAL SE V/2 CONS	9780134953625	338	EA	.00	EA	.00
T18392819	ENVISION MATH 2024 G/K TN SE C COMPANION CONS	9781418392819	338	EA	.00	EA	.00
34953632	ENVISION MATH G/1 NATIONAL SE V/1 CONS	9780134953632	345	EA	.00	EA	.00
34953649	ENVISION MATH G/1 NATIONAL SE V/2 CONS	9780134953649	345	EA	.00	EA	.00
T18392826	ENVISION MATH 2024 G/1 TN SE C COMPANION CONS	9781418392826	345	EA	.00	EA	.00
34953656	ENVISION MATH G/2 NATIONAL SE V/1 CONS	9780134953656	359	EA	.00	EA	.00
34953663	ENVISION MATH G/2 NATIONAL SE V/2 CONS	9780134953663	359	EA	.00	EA	.00
T18392833	ENVISION MATH 2024 G/2 TN SE C COMPANION CONS	9781418392833	359	EA	.00	EA	.00
34953687	ENVISION MATH G/3 NATIONAL SE V/1 CONS	9780134953687	341	EA	.00	EA	.00
34953694	ENVISION MATH G/3 NATIONAL SE V/2 CONS	9780134953694	341	EA	.00	EA	.00
T18392840	ENVISION MATH 2024 G/3 TN SE C COMPANION CONS	9781418392840	341	EA	.00	EA	.00
34953700	ENVISION MATH G/4 NATIONAL SE V/1 CONS	9780134953700	317	EA	.00	EA	.00
34953717	ENVISION MATH G/4 NATIONAL SE V/2 CONS	9780134953717	317	EA	.00	EA	.00
T18392857	ENVISION MATH 2024 G/4 TN SE C COMPANION CONS	9781418392857	317	EA	.00	EA	.00
34953724	ENVISION MATH G/5 NATIONAL SE V/1 CONS	9780134953724	272	EA	.00	EA	.00

Kellie Dumas

TENNESSEE BOOK COMPANY

QUOTE

1550 HEIL QUAKER BLVD, STE 100
PO BOX 3009
LA VERGNE, TN 37086
615-793-5040

ADOPT

Number	327331
Date	05/02/2024
Page	2

Ship-to: 003
CENTRAL PREP ACADEMY
ATTN: RECEIVING
230 RIDLEY DRIVE
JASPER, TN 37347

Bill-to: 98
MARION COUNTY BOARD OF EDUC
DR. MARK GRIFFITH, DIRECTOR
204 BETSY PACK DRIVE
JASPER TN 37347

Ordered	Requested	Ordered By	Terms	Wh	Freight	Ship Via
05/02/2024	05/02/2024	098-MARION CO.	NET 30 DAYS	01	PREPAID	ID/LG AVERITT

Po #: **HOLD FOR PO** Ordered By: **KIM HEADRICK**

Item	Description	Isbn-13	Ordered	UM	Price	UM	Extension
34953731	ENVISION MATH G/5 NATIONAL SE V/2 CONS	9780134953731	272	EA	.00	EA	.00
T18392864	ENVISION MATH 2024 G/5 TN SE C COMPANION CONS	9781418392864	272	EA	.00	EA	.00
34983554	ENVISION MATH 2021 G/6 NATIONAL SE V1	9780134983554	310	EA	.00	EA	.00
34983561	ENVISION MATH 2021 G/6 NATIONAL SE V2	9780134983561	310	EA	.00	EA	.00
T18393977	ENVISION MATH 2024 G/6 TN SE C COMPANION CONS	9781418393977	310	EA	.00	EA	.00
34983578	ENVISION MATH 2021 G/7 NATIONAL SE V1	9780134983578	303	EA	.00	EA	.00
34983585	ENVISION MATH 2021 G/7 NATIONAL SE V2	9780134983585	303	EA	.00	EA	.00
T18393984	ENVISION MATH 2024 G/7 TN SE C COMPANION CONS	9781418393984	303	EA	.00	EA	.00
34983592	ENVISION MATH 2021 G/8 NATIONAL SE V1	9780134983592	291	EA	.00	EA	.00
18269197	ENVISION MATH 2021 G/8 NATIONAL SE V2	9781418269197	291	EA	.00	EA	.00
T18393991	ENVISION MATH 2024 G/8 TN SE C COMPANION CONS	9781418393991	291	EA	.00	EA	.00
YR 2 Entered by: PDS 05/02/24 GRATIS MATERIALS WILL BE SHIPPED FROM THE PUBLISHER							

Kellie Dumas

Merchandise	Misc	Tax	Freight	Total Due
.00	.00	.00	2588.00	2588.00

FRT \$2588

MARION COUNTY DEPARTMENT OF EDUCATION

204 Betsy Pack Drive · Jasper, Tennessee 37347
Telephone (423) 942-3434 · Fax (423) 942-4210

Director of Schools
Mark A. Griffith

TO: Board Members & Mark A. Griffith, Director of Schools
FROM: Kim Headrick, Director of Middle Grades
DATE: June 5, 2024
RE: Request to pay freight charges for 6-12 ELA Textbooks for the 2024-2025 school year

I am writing to request board approval to pay the freight cost to ship ELA textbooks. The cost is \$952.00, which is not paid by the publisher.

See attached for a breakdown of cost.

Thank you for your consideration.

TENNESSEE BOOK COMPANY

QUOTE

1550 HEIL QUAKER BLVD, STE 100
PO BOX 3009
LA VERGNE, TN 37086
615-793-5040

ADOPT

Number	327345
Date	05/06/2024
Page	1

Ship-to: 003
CENTRAL PREP ACADEMY
ATTN: RECEIVING
230 RIDLEY DRIVE
JASPER, TN 37347

Bill-to: 98
MARION COUNTY BOARD OF EDUC
DR. MARK GRIFFITH, DIRECTOR
204 BETSY PACK DRIVE
JASPER TN 37347

Ordered	Requested	Ordered By	Terms	Wh	Freight	Ship Via
05/06/2024	05/06/2024	098-MARION CO.	NET 30 DAYS	01	PREPAID	ID/LG AVERITT

Po #: **HOLD FOR PO** Ordered By: **KIM HEADRICK**

Item	Description	Isbn-13	Ordered	UM	Price	UM	Extension
18308032	MYPERSPECTIVES TN G/6 SE CONSUMABLE	9781418308032	295	EA	.00	EA	.00
18308049	MYPERSPECTIVES TN G/7 SE CONSUMABLE	9781418308049	343	EA	.00	EA	.00
18308056	MYPERSPECTIVES TN G/8 SE CONSUMABLE	9781418308056	291	EA	.00	EA	.00
18308346	MYPERSPECTIVES TN G/9 SE VOL 1 CONSUMABLE	9781418308346	311	EA	.00	EA	.00
18308353	MYPERSPECTIVES TN G/9 SE VOL 2 CONSUMABLE	9781418308353	311	EA	.00	EA	.00
18308360	MYPERSPECTIVES TN G/10 SE VOL 1 CONSUMABLE	9781418308360	263	EA	.00	EA	.00
18308377	MYPERSPECTIVES TN G/10 SE VOL 2 CONSUMABLE	9781418308377	263	EA	.00	EA	.00
18308384	MYPERSPECTIVES TN G/11 SE VOL 1 CONSUMABLE	9781418308384	283	EA	.00	EA	.00
18308391	MYPERSPECTIVES TN G/11 SE VOL 2 CONSUMABLE	9781418308391	283	EA	.00	EA	.00
18308407	MYPERSPECTIVES TN G/12 SE VOL 1 CONSUMABLE	9781418308407	265	EA	.00	EA	.00
18308414	MYPERSPECTIVES TN G/12 SE VOL 2 CONSUMABLE	9781418308414	265	EA	.00	EA	.00
YR 5 Entered by: PDS 05/06/24 GRATIS MATERIALS WILL BE SHIPPED FROM THE PUBLISHER							

Kellie Dumas

Merchandise	Misc	Tax	Freight	Total Due
.00	.00	.00	952.00	952.00

FRT \$952

MARION COUNTY DEPARTMENT OF EDUCATION

204 Betsy Pack Drive · Jasper, Tennessee 37347
Telephone (423) 942-3434 · Fax (423) 942-4210

Director of Schools
Mark A. Griffith

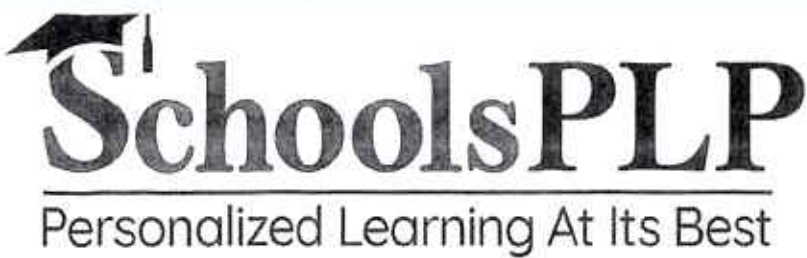
TO: Board Members & Mark A. Griffith, Director of Schools
FROM: Kim Headrick, Director of Middle Grades
DATE: June 5, 2024
RE: Request to partner with Schools PLP

I am writing to request board approval to partner with Schools PLP to provide instructional services for the Marion County Virtual Elementary and High Schools and to also provide instructional services for the Marion County Schools Credit Recovery Program. The total cost for services will be determined by the number of students in the virtual school program.

See attached for a breakdown of cost, which includes the unit price per student. The attached quote is a sample based on the quantities of 75 seats for virtual students and 50 seats for credit recovery. The quote also includes the cost for an intervention package. The total cost for the sample quote is \$187,625.00.

Also, see attached for additional information about Schools PLP.

Thank you for your consideration.



SchoolsPLP

Personalized Learning At Its Best

QUOTE #100982

DATE: Feb 29, 2024

CONTACT INFORMATION

Contact: Roger Choate
 Phone:
 Email: roger@schoolsplp.com

TO:
SCHOOL: Marion County
DISTRICT: Marion County
ADDRESS: 204 Betsy Pack Dr, Jasper, TN 37347

SUBJECT: SchoolsPLP virtual quote

Dear ;

SchoolsPLP provides the latest and most comprehensive course catalog for grades PreK-12. Our system is built on a robust LMS with a simple and intuitive interface.

The simple, intuitive interface greatly reduces the need for extended professional development and "new teacher training". The SchoolsPLP learning system allows administrators, teachers, counselors, parents, and students to succeed in an online or blended learning environment.

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	TOTAL PRICE
75	SchoolsPLP Concurrent User Licenses (75-149)	Core Content Grades PreK-12th Grade and College and Career Elective Courses. Students may be enrolled in an unlimited number of courses at one time. Students may take an unlimited number of courses during the contract term.	\$ 515.00	\$ 38,625.00
50	SchoolsPLP Enrolled User Licenses (1-74)	Core Content Grades PreK-12th Grade and College and Career Elective Courses. Enrolled User licenses may be recycled and reused during the contract term.	\$ 270.00	\$ 13,500.00
580	Virtual Instruction	SchoolsPLP Instructional Services: Services are provided on a per student per semester course basis.	\$ 225.00	\$ 130,500.00
1	Special Education Success Package: 1-10	RTI package Includes custom intervention services for up to 10 students	\$ 5,000.00	\$ 5,000.00

Sub Total \$ 187,625.00

Tax \$ 0.00

Shipping

Total \$ 187,625.00

Proposal Accepted: Signature / Date

This Sales Quote is valid for 60 days and all prices are subject to applicable taxes. In the event of a conflict of provisions between this Order, the Terms, and customers purchase order, the provisions of this Order shall control; followed in precedence by the Terms, and then customers purchase order.

OVERAGE: SchoolsPLP will bill 14 days after a license is exceeded. We will excuse overage no more than once a year per customer.

PLEASE ISSUE PURCHASE ORDER TO SCHOOLSPLP:
 24 W. Camelback Road Suite A-422, Phoenix, AZ 85013; Fax to 602-277-9266

QUESTIONS:
 Contact Roger Choate at or via email at roger@schoolsplp.com

Please request pricing for additional services:

- Advanced Placement Courses
- ACT Prep
- Virtual Instructional Services
- Print Materials can be found at:
<https://schoolsplp.myshopify.com>



This Online Educational Products and Services Order (this "Order"), dated as of May 6th, 2024 (the "Order Effective Date"), is between Marion County Schools, located at 204 Betsy Drive, Jasper, TN 37347 ("Customer") and SchoolsPLP ("PLP"), 24 W Camelback Rd STE A-422, Phoenix, AZ 85013. This Order incorporates and is in all respects subject to PLP Online Educational Products and Services Agreement Terms ("Terms") that is listed as listed in the attached Exhibit A and Exhibit B. This Order bears the signature of authorized signor on behalf of Marion County Schools. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Accepted by PLP:

Signature: _____

Date: _____

Name (Print): _____

Title: _____

1. Period is: 6/1/2024 through 5/31/2025 and any renewal period, (if applicable).
2. Territory: Marion County Schools
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Product	Product Description	Unit Price	Period	Total
SchoolsPLP Enrolled User License 1-74	This includes SchoolsPLP content from PreK – 12th Grade. Students have access to Core, Credit Recovery, Electives, and Foreign Languages. Our courses will change over time. To see the latest offering of PreK – 12th Grade content, visit our website at http://www.SchoolsPLP.com .	\$270	6/1/2024 through 5/31/2025	TBD
SchoolsPLP Concurrent User License 75-149	This includes SchoolsPLP content from PreK – 12th Grade. Students have access to Core, Credit Recovery, Electives, and Foreign Languages. Our courses will change over time. To see the latest offering of PreK – 12th Grade content, visit our website at http://www.SchoolsPLP.com .	\$515	6/1/2024 through 5/31/2025	TBD
Virtual Teacher Instructional Services	SchoolsPLP Instructional Services: Services are provided on a per student per semester course basis.	\$225	6/1/2024 through 5/31/2025	TBD
Special Education Package 1-10	Collaborate to develop a customized instructional plan using the SchoolsPLP LMS, curriculum, and assessments to help Special Education students make meaningful progress in attaining IEP goals provided by the school/district.	\$5000	6/1/2024 through 5/31/2025	TBD

Curriculum Included:

All courses listed here: <https://www.schoolsplp.com/pdf/catalog.pdf>

- Does not include BYU AP courses, eDynamic Learning Premium Courses, or CompuScholar courses.

4. Description of Educational Products.

SchoolsPLP Enrolled User: The SchoolsPLP Enrolled User license includes: (1) PreK – 12th Grade online course content and (2) Hosting service. When a student is archived in the system, another student can be added to SchoolsPLP and

courses assigned to that student.

SchoolsPLP Concurrent User: The SchoolsPLP Concurrent User license includes: (1) PreK – 12th Grade online course content and (2) Hosting service. When a student logs out of the system, another student may login and begin using the system real-time.

SchoolsPLP Virtual Teacher Instructional Services: A student enrolled in SchoolsPLP Virtual Teacher Instructional Services will be assigned a Certified Instructor/Teacher of Record.

SchoolsPLP Special Education Success Package: Collaborate to develop a customized instructional plan using the SchoolsPLP LMS, curriculum, and assessments to help Special Education students make meaningful progress in attaining IEP goals provided by the school/district.

5. Description of Services.

The set-up, configuration, and hosting of the applicable courseware, solely for the Customer's students in the Territory enrolled in Customer's educational programs.

6. Billing Terms.

Payable within thirty (30) days of the date of invoice.

7. Criminal Background Checks.

All PLP employees, agents, contractors, and/or vendors who will have any unsupervised contact with Customer's students must have first successfully completed a criminal history background check.

8. Customer's Policies and Procedures.

- a. PLP acknowledges and agrees that all Customer's students are subject to all of Customer's policies and procedures concerning attendance, enrollment, withdrawal, and re-enrollment requirements.
- b. Copies of Customer's policies and procedures concerning students will be provided by Customer to PLP upon request. All such policies and procedures are subject to change at any time by Customer.

9. Student Privacy and FERPA.

- a. Customer and PLP agree and warrant that, in connection with this Order, PLP (and its officers, agents, employees, and representatives):
 - (i) has a legitimate educational interest with respect to the educational records of Customer's students enrolled in or considering enrollment in PLP courses;
 - (ii) will perform institutional services or functions for which Customer would otherwise use employees;
 - (iii) is under the control of Customer with respect to its use and maintenance of Customer's students' educational records; and
 - (iv) is subject to the Family Educational Rights and Privacy Act ("FERPA") and its regulations with respect to PLP use, handling, and re-disclosure of student education records.

10. Compliance with Applicable Law

Provider shall comply with all federal, state, and local laws, regulations, and administrative rules, as well as all District policies and procedures applicable to public contracts and to the Services, including but not limited to all of the following:

- a. Licensing Requirements. Provider covenants and agrees to obtain and maintain, during the term of this Agreement, all necessary government and professional licenses, permits, certifications and incidents of authority required for the legal performance of the Services. Provider shall immediately notify District in the event any license, permit or certification denial, suspension, revocation, or non-renewal. District maintains the right to request and immediately receive evidence of proper licensure and certificates at any time during the term of this Agreement.

11. Insurance Requirements

- a. Commercial General Liability Insurance in the minimum amount \$1,000,000 per occurrence, including coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured contract (including tort of another assumed in a business

- contract), and independent Consultant's liability. District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("District Entities") shall be named as additional insureds with respect to liability arising out of the Services performed by or on behalf of the Consultant under this Agreement.
- b. Workers' Compensation Insurance: Coverage must be at least as broad as that which is required by the State of Arizona, with Statutory Limits. Consultant must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - c. Consultant Insurance Primary: For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by the District Entities shall be excess of the Consultant's insurance and shall not contribute with it.
 - d. Waiver of Subrogation: Consultant hereby grants to the District Entities, a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Consultant shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District Entities have received a waiver of subrogation endorsement from the insurer.
 - e. Acceptability of Insurers: Unless otherwise acceptable to the District, all insurance is to be placed with insurers authorized to conduct business in Arizona with a current A.M. Best's rating of no less than A:VII.
 - f. Verification of Coverage: Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District before commencement of the Services. However, failure to obtain the required documents prior to the commencement of Services shall not waive the Consultant's obligation to provide them.
 - g. Waivers, Modifications, or Changes: Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the District. Not more frequently than annually, if in the opinion of District the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, Consultant shall amend the insurance coverage as required by the District.

EXHIBIT A

SchoolsPLP Online Educational Products and Services Agreement Terms

PERIOD: The period of this Agreement is as specified in the Order ("Period").

DESCRIPTION OF SERVICES: Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to PLP or its Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period.

PRICE AND PAYMENT: The prices and billing terms for the products, services, and licenses will be as set forth in the Order. If full payment is not timely received when due, PLP, in its sole discretion, may cease the provision of any or all products, services, and licenses. Customer agrees to pay interest at one and one quarter percent (1.25%) per month on any unpaid balance from the due date.

TAXES: Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Upon request, Customer must provide PLP with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to PLP.

TERMINATION: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision, or obligation contained in this Agreement and fails to cure within thirty (30) days of such written notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to PLP as of the date of termination and does not relieve either party of any obligations that continue upon termination.

INFORMATION REQUIREMENTS: Customer will provide PLP with all information reasonably required by PLP to provide the products, services, and licenses.

FERPA AND CONFIDENTIALITY: If Customer is a public entity receiving state and/or federal funds, Customer represents that PLP is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Family Educational Rights and Privacy Act ("FERPA") which entitle PLP to provide notification(s) to students and parents during the Period of this Agreement. PLP agrees to develop, implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, PLP has a legitimate educational interest for purposes of Customer disclosing to PLP students' educational records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law, PLP or its affiliates may provide Customer with confidential information (as designated by PLP) required by Customer for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain, and use appropriate administrative, technical, or physical security measures to maintain the confidentiality of such confidential information.

SPECIAL EDUCATION AND DISABILITIES: If Customer is a public entity receiving federal Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of special education. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether federal, state, or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period of this Agreement, PLP will discuss, formulate, and make adjustments and accommodations in the furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that PLP may do so without incurring direct or indirect costs.

PUBLICITY: During the Period of this Agreement, Customer hereby agrees that PLP and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in other materials promoting the Content, PLP will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

WARRANTY: PLP warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND PLP MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENT OF THE STUDENTS. WITHOUT LIMITED THE FOREGOING, PLP MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE PLP WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. PLP OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. PLP DOES NOT WARRANT THAT USE OF THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INTELLECTUAL PROPERTY: Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivative thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, services marks, patents, trade secrets, or other proprietary rights and laws and PLP (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of PLP, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of PLP's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of PLP or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, PLP's interests will be irreparable injured, the full extent of PLP's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer agrees that PLP will be entitled to enforce this Agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

INDEMNIFICATION AND LIMITATION OF LIABILITY: PLP agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgements, demands and expenses, including court costs and attorney's fee, that arise out of or in connection with any acts or omissions of PLP related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that (a) Customer provide written notice to PLP within thirty (30) days of its receipt of the Claim and (b) Customer permits PLP to assume the control and defense of the Claim with counsel selected by PLP and approved by Customer, whose approval shall not be unreasonably withheld. IN NO EVENT SHALL PLP'S LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN THE CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY CUSTOMER TO PLP. IN NO EVENT SHALL PLP BE LIABLE TO CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER PLP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under, or in connection with this Agreement, including without limitation the validity, interpretation, performance, and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the President of PLP and the Superintendent of the Customer or their respective designees. The laws of the State of Arizona, without regard to its conflict of law provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability, or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in Maricopa County, Arizona for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suite or proceeding arising out of or related to this Agreement that is brought in such courts has be brought in an inconvenient forum.

MISCELLANEOUS: (a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; (b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions of the application to a different set of circumstances; (c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that PLP may assign all of its rights and obligations under this Agreement to any person or entity that controls PLP, is controlled by PLP, or is under common control with PLP or to any successor in interest that acquires all or substantially all of the assets of PLP; (d) This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise; (e) PLP is not a division or any part of Customer. Customer is not a division or any part of PLP. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between PLP and Customer; (f) Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; (g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; (h) All representations, warranties, and indemnities made in this Agreement will survive termination of this Agreement; (i) This Agreement and the documents to which it refers form the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein; (j) PLP will provide all services, licenses, and materials under this Agreement either directly or in conjunction with its Affiliates. An "Affiliate" of PLP is an entity that controls, is controlled by, or under common control with, PLP and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. PLP and its Affiliates shall be referred to collectively as PLP; (k) All written notices required by the terms of this Agreement will be sent to the Superintendent of the Customer at the address set forth above and PLP to 24 W Camelback Rd STE A-422, Phoenix, AZ 85013 (and such addresses may be changed upon proper notice to such addresses). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing, or as to overnight delivery, on the date of personal delivery to the address stated thereon; (l) PLP is an independent contractor of Customer, and PLP and Customer recognize that none of PLP or its Affiliates employees or agents are employees of Customer; (m) PLP warrants that neither it, nor any of its Affiliates, nor any agents or contractors of the same will violate any provision of federal, state, or local law in the provision of any goods or services to Customer.



Personalized Learning At Its Best



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About Us

SchoolsPLP has been delivering a technology-based curriculum to schools for over 20 years.

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[Contact Us](#)

SchoolsPLP was built on the dream

...

...that we could create a powerful LMS that would answer

YES to all of these questions:

- Does this powerful LMS come with the best content? **YES!**
- Do these courses allow me to customize content? **YES!**
- Can I see all my students in one dashboard, regardless of curriculum? **YES!**
- Can I use a different course design for intervention in this same system? **YES!**

Years before **SchoolsPLP**, our team sold and supported other companies' tools for personalized learning, but grew tired of saying *no* to those important questions.

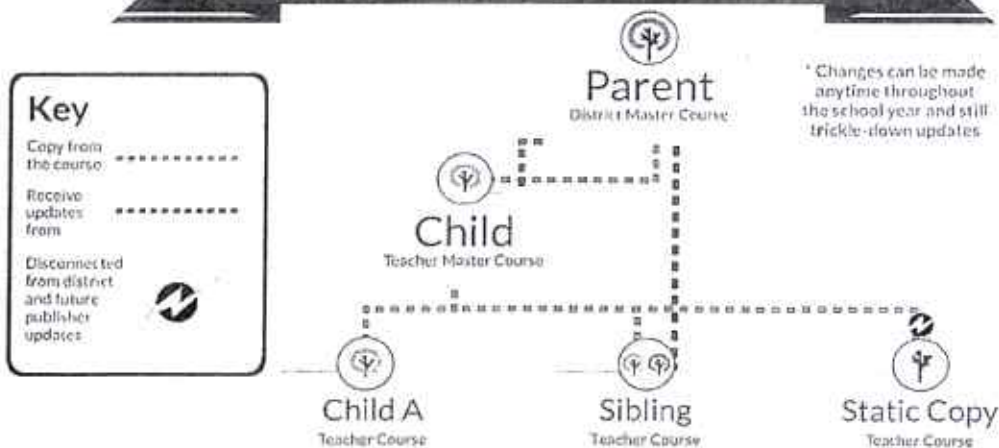
Synchronous and Asynchronous Curriculum Offerings



Prior to SchoolsPLP, administrators had to decide between purchasing: one curriculum that *might* meet most learning styles or multiple curricula to *try* to reach all learning styles.

SchoolsPLP solves this problem by bringing multiple curricula and instructional designs to a single easy-to-use interface.

Parent-Child-Sibling Derivative Courses



Contact Us

Check status of SchoolsPLP

24 W Camelback Road Suite A-422, Phoenix, AZ 85013

800-484-3061 Toll Free

602-277-9266 Fax

hello@schoolsplp.com

support@schoolsplp.com

sales@schoolsplp.com

instruction@schoolsplp.com

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MARION COUNTY DEPARTMENT OF EDUCATION

204 Betsy Pack Drive · Jasper, Tennessee 37347
Telephone (423) 942-3434 · Fax (423) 942-4210

Director of Schools
Mark A. Griffith

TO: Board Members & Mark A. Griffith, Director of Schools
FROM: Kim Headrick, Director of Middle Grades
DATE: June 5, 2024
RE: Request to pay a stipend to K-8 Math Implementation Team Members

I am writing to request board approval to pay a stipend of \$250.00 for eleven (11) math implementation team members. These team members meet with me every other month and must attend and participate in 100% of the meetings to be eligible for the stipend. The total cost would be \$2,750.00.

The implementation team was established this past school year and members and met monthly. See attached sheet for purpose and expectations of the team for the 2023-2024 school year.

An updated purpose and expectations sheet is also included for the 2024-2025 school year.

Thank you for your consideration.

Implementation Teams

2024- 2025

Marion County

YEAR 2 PURPOSE OF THE IMPLEMENTATION TEAM:

Creating supporters of math implementation by...

- **Champion of EnVision materials:** Studying the materials deeply and becoming experts on the materials by using the curriculum as designed, trusting in the curriculum, and believing in its potential for students. Answering questions about implementation and championing the materials
- Soliciting feedback from other stakeholders and Investing others in decisions and communicating decisions with rationale
- Look at trends: Celebrating implementation wins and problem-solving challenges that arise

LOGISTICS:

- Frequency/Cadence:
 - Team will meet every other month for one hour via Zoom
- Who is leading the implementation team?
 - Kim Headrick

TEAM MEMBERS: TBD

ROLES AND RESPONSIBILITIES:

STEP	TEAM MEMBER
Before Meeting	<ul style="list-style-type: none"> ● Send Google Form to math teachers at the school 1 week prior to monthly meeting <ul style="list-style-type: none"> ○ Review survey feedback and be prepared to share synthesis/trend ○ Question 1: What celebrations do you have around how you have used the EnVision curriculum as designed? ○ Question 2: Check the box for an area you still need support around (check all that apply)

	<ul style="list-style-type: none"> ■ Pacing ■ Planning ■ Solve and share ■ Grading ■ <enter your own> <ul style="list-style-type: none"> ○ Question 3: Provide some details around why you checked the boxes above? ○ Question 4: What other questions or feedback do you have around EnVision that we could help address?
During Meeting	<ul style="list-style-type: none"> ● Synthesize celebrations, opportunities, and feedback received from school survey ● Problem solve around identified trends ● Highlight a math tool from the curriculum
After Meeting	<ul style="list-style-type: none"> ● Communicate any actions/outcomes/decisions made at meeting with school team

Implementation Teams

2023 - 2024

Marion County

YEAR 1 PURPOSE OF THE IMPLEMENTATION TEAM:

Creating supporters of math implementation by...

- **Champion of EnVision materials:** Studying the materials deeply and becoming experts on the materials by using the curriculum as designed, trusting in the curriculum, and believing in its potential for students. Answering questions about implementation and championing the materials
- Soliciting feedback from other stakeholders and Investing others in decisions and communicating decisions with rationale
- Look at trends: Celebrating implementation wins and problem-solving challenges that arise

LOGISTICS:

- Frequency/Cadence:
 - Team will meet monthly for one hour via Zoom
- Who is leading the implementation team?
 - Kim Headrick with support from Macy Parker

TEAM MEMBERS

School	Name	Role	Grade level
MES	Marilu Brewer	Teacher	5th and 6th
MES	Becca Hampton	Teacher	7th and 8th
MES	Veronica Horton	Admin Math Lead	
SPES	Jennifer Morrison	Teacher	6th
SPES	Haven Moss	Teacher	4th
SPES	Kelli Nelson	Admin Math Lead	

JMS	Jeff Howard	Teacher	8th
JMS	Heath Thacker	Admin Math Lead	
JES	Haley Graham	Teacher	4th
JES	Sarah Jones	Teacher	2nd
JES	Nicole Jones	Admin Math Lead	
WES	Sherri Thomas	Teacher	4th
WES	Ashley Lawson	Teacher	3rd
WES	Tammy Minter	Admin Math Lead	
WMS	Angie Chidester	Teacher	8th
WMS	Amanda Crisp	Admin Math Lead	
CO	Kim Headrick		
CO	Kimberly Shurett		
IP	Macy Parker		

ROLES AND RESPONSIBILITIES:

STEP	FACILITATOR	TEAM MEMBER
Before Meeting	<ul style="list-style-type: none"> • Create simple structured agenda for meeting including topics to discuss and clear next steps for how to bring information back to school teams • 2 weeks prior to meeting, send email reminder to team members to send out survey for feedback • Ensure materials are prepared for meeting 	<ul style="list-style-type: none"> • Send Google Form to math teachers at the school 1 week prior to monthly meeting <ul style="list-style-type: none"> ○ Review survey feedback and be prepared to share synthesis/trend ○ Question 1: What celebrations do you have around how you have used the EnVision curriculum as designed? ○ Question 2: Check the box for an area you still need support



		<p>around (check all that apply)</p> <ul style="list-style-type: none">■ Pacing■ Planning■ Solve and share■ Grading■ <enter your own> <ul style="list-style-type: none">○ Question 3: Provide some details around why you checked the boxes above?○ Question 4: What other questions or feedback do you have around EnVision that we could help address?
During Meeting	<ul style="list-style-type: none">● Managing the agenda facilitating each portion● Managing Zoom technology● Keeping folks on time● Stamping clear next steps	<ul style="list-style-type: none">● Engage in a “problem of the day” by participating in a Solve & Share/Discuss as a student<ul style="list-style-type: none">○ Facilitator rotates monthly● Synthesize celebrations, opportunities, and feedback received from school survey● Problem solve around identified trends
After Meeting	<ul style="list-style-type: none">● Email thanking team members for their time and input & following up on any next steps● Share synopsis of the meeting with the academic team (working towards asking for a stipend)	<ul style="list-style-type: none">● Communicate any actions/outcomes/decisions made at meeting with school team

MEETING AGENDA:

- Here is the link to the running implementation team agendas

MARION COUNTY DEPARTMENT OF EDUCATION

204 Betsy Pack Drive · Jasper, Tennessee 37347
Telephone (423) 942-3434 · Fax (423) 942-4210

Director of Schools
Mark A. Griffith

TO: Board Members & Mark A. Griffith, Director of Schools
FROM: Kim Headrick, Director of Middle Grades
DATE: June 5, 2024
RE: Request to purchase Math Workbooks for the 2024-2025 school year

I am writing to request board approval to purchase TN Standards Practice Workbooks for Grades 3-5. These workbooks were purchased last school year and were used by teachers as part of the new math curriculum implementation. The cost is \$11,099.55.

See attached for a breakdown of cost.

Thank you for your consideration.



Mrs. Kim Headrick
 Director of Middle Grades Academic Support
 Marion Co School District (TN)
 204 Betsy Pack Dr
 Jasper, TN 37347-3324
 United States

Quote Number: 267698-1
 Quote Creation Date: 04-29-2024
 Quote Expiration Date: 09-30-2024

Quote Release: 1

3-5th TN Standards Practice Workbooks
 Price Quote Summary

Solution	Base Amount	Total
enVision Math	\$ 10,230.00	\$ 10,230.00
Solution Subtotal	\$ 10,230.00	\$ 10,230.00
	Shipping & Handling	\$ 869.55
	Total	\$ 11,099.55

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
enVision Math				
enVision Mathematics Tennessee c2024 Grades K-5 - Grade 3				
9781418394851	ENVISION MATH 2024 TENNESSEE STANDARDS ASSESSMENT PRACTICE WORKBOOK GRADE 3	11.00	341	\$3,751.00
enVision Mathematics Tennessee c2024 Grades K-5 - Grade 3 Subtotal				\$ 3,751.00
enVision Mathematics Tennessee c2024 Grades K-5 - Grade 4				
9781418394868	ENVISION MATH 2024 TENNESSEE STANDARDS ASSESSMENT PRACTICE WORKBOOK GRADE 4	11.00	317	\$3,487.00
enVision Mathematics Tennessee c2024 Grades K-5 - Grade 4 Subtotal				\$ 3,487.00
enVision Mathematics Tennessee c2024 Grades K-5 - Grade 5				

Marion Co School District (TN)

ISBN	Description	Price	Charged Qty	Total Charged
9781418394875	ENVISION MATH 2024 TENNESSEE STANDARDS ASSESSMENT PRACTICE WORKBOOK GRADE 5	11.00	272	\$2,992.00
enVision Mathematics Tennessee c2024 Grades K-5 - Grade 5 Subtotal				\$ 2,992.00
enVision Math Subtotal				\$ 10,230.00
Solution Subtotal				\$ 10,230.00
Shipping and Handling				\$ 869.55
Total				\$ 11,099.55

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price quote via one of the following methods:

Online: <https://support.savvas.com/support/s/customerserviceus>

Mail: PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS. For questions regarding your order please call Customer Service: 1-800-848-9500.

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Damaged & Defective Products: If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

Return Policy: Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, sticker, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over \$1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site:

<https://worktext-subscriptions.savvas.com>

Annual subscriptions for iLit and Successmaker Only: Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

Technical support services are included with purchase of Savvas digital products.

online help: <https://support.savvas.com/support/s/k12-curriculum-support-form>

phone: 1-800-848-9500

Professional Services: Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (<https://mysavvastraining.com>).

MARION COUNTY DEPARTMENT OF EDUCATION

204 Betsy Pack Drive · Jasper, Tennessee 37347
Telephone (423) 942-3434 · Fax (423) 942-4210

Director of Schools
Mark A. Griffith

TO: Board Members & Mark A. Griffith, Director of Schools

FROM: Kim Headrick, Director of Middle Grades

DATE: June 5, 2024

RE: Request to renew our subscription with IXL for grades 5-12 for the 2024-2025 school year

I am writing to request board approval to continue our subscription for IXL for grades 5-12 for Math, ELA, and Science. This is an online tool that provides individualized practice for students in the aforementioned subjects as well as ACT Prep. The cost is \$43,050.00.

See attached for a breakdown of cost.

Thank you for your consideration.



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

(one year, 3 subjects)

RENEWAL QUOTE

QUOTE # 3436912-2024-002-2
 DATE: FEBRUARY 15, 2024

TO:

Kim Headrick
 Marion County School District
 204 BETSY PACK DR
 Jasper, TN 37347

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Tori Hunt	A21-3436912	November 8, 2024 – November 8, 2025	November 8, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 5-12; 2,050 students) Subjects: Math, ELA, and Science <i>K-5 math licenses include complimentary access to IXL's universal screener</i> <i>Unlimited instructor accounts included</i>	\$43,050.00	\$43,050.00
SUBTOTAL			\$43,050.00
SALES TAX			–
SHIPPING & HANDLING			–
TOTAL DUE			\$43,050.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](http://www.ixl.com/po-upload) or go to <http://www.ixl.com/po-upload> and enter quote # 3436912-2024-002-2. For international accounts, we can accept wire transfers for an additional fee.

Marion County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in April	Attendance	6.200	07/08/24
		Rescinds:	Issued
		6.200	08/08/22

Attendance is a key factor in student achievement and therefore, students are expected to be present each day school is in session. Continued unexcused tardiness and /or skipping school classes are considered a violation of compulsory attendance. Unexcused tardiness includes any late arrival when the student fails to bring an acceptable note upon arriving. Excused and unexcused absences are the only two (2) types of excuses recognized by the Marion County School System. Students and parents must accept full responsibility for regular school attendance. It is the student's responsibility to monitor his/her unexcused absences and tardiness. Students not in attendance during at least 50% (3:50 hours) of the school day are not allowed to participate in after school programs.

The attendance supervisor shall oversee the entire attendance program which shall include: ¹

1. All accounting and reporting procedures and their dissemination;
2. Alternative program options for students who severely fail to meet minimum attendance requirements;
3. Ensuring that all school age children attend school;
4. Providing documentation of enrollment status upon request for students applying for new or reinstatement of driver's permit or license; and
5. Notifying the Department of Safety whenever a student with a driver's permit or license withdraws from school.²

Student attendance records shall be given the same level of confidentiality as other student records. Only authorized school officials with legitimate educational purposes may have access to student information without the consent of the student or parent/guardian.³

GRADES K-12

The building principal, in determining excused and unexcused absences, may use some discretion. The school office will need approved excused notes turned in and filed to aid the attendance supervisor in documenting attendance. All excuses must be turned in within 3 days of student returning to school. For the purpose of record keeping, late check-ins and early check-outs are considered as tardies. Five (5) tardies will accumulate into one (1) day absent. Six (6) parent discretionary days will be allowed per one hundred eighty (180) days. Once these parent discretionary days are exhausted, absences due to illness shall require a doctor's or dentist's excuse. These parent discretionary days are accepted at the principal's discretion. The following shall be accepted by any certified employee of the Marion County School System as an excuse for absences, tardiness and early dismissal.

Excused absences shall include.⁴

1. Medical reason:
 - a. Only six (6) parent discretionary days, whether consecutive or not, can be excused in the one hundred eighty day (180) school year.
 - b. All absences due to illness must be accompanied by a medical note.
2. Illness of immediate family member;
 - a. An immediate family member refers to a person's parent(s)/guardian(s) or sibling. (Principal's Discretion)
3. Death in the immediate family: absences not to exceed three days: (parent, guardian, step-parent, brother, sister, grandparent, aunt, uncle, or any other family member that resides in the student's house. Principal's discretion is allowed in extreme circumstances.
4. Legal, (court order, attorney, subpoena, summons, truancy board, etc.)
5. A one day excused absence shall be granted for students whose parent or guardian is leaving for active military duty or returning from active military duty, Documentation must be provided to student's school
6. School Bus Transportation Issue (Must be verified with the Director of Transportation)
7. Religious observances⁵ (Not to exceed three (3) total days)
8. School-sponsored activities or school endorsed activities College Visits, Field trips⁶
9. Other excuses for "good cause" shall be granted, provided prior approval is obtained from the principal. Anticipated absences shall be excused in advances by the building principal. Forms will be available from the principal's office.
10. For grades nine through twelve (9-12) where eighteen weeks constitutes one full credit, more than three (3) total unexcused absences per eighteen (18) week session shall constitute failure for the session. Where thirty-six (36) weeks constitutes one full credit, more than three (3) total unexcused absences per 18- week session shall constitute failure of the session in courses.
11. The parent shall notify the school of the absence of the child before 8:30 AM each day the student will be absent.
12. School sponsored fishing team events, which includes pre-fishing days for TSSAA sponsored tournaments. (Not to exceed three (3) total days) Absences caused by fishing in tournaments that are not sponsored by the TSSAA will not be excused.

The first six absences a student acquires, when an acceptable excuse note is not turned into the office within three (3) days, will automatically be counted as excused and will eliminate one of their parent discretionary days.

1. A written excuse from a doctor, dentist, or dentist, or other medical professional must have the following: the date and time of the appointment must be specified. **Only dates specified on the note will be excused as medical.** Doctor's excuses from a doctor's office will only be accepted if the diagnosis and treatment is within the area of the doctor's certification. Students who have office visits not involving an illness (ex; tests, physicals, visits to the dentist, or health department) are expected to return to school and will be excused for reasonable travel time. All notes from doctors/clinic visits are subject to be checked and confirmed by the attendance supervisor or school. Any fraudulent/forged notes will be turned over to the doctor's office/clinic and local law enforcement.
2. If a student is sent home from school by an administrator or nurse for illness, that day will be counted as an excused early dismissal. If the child is absent the next day because of the illness, the school will excuse this day as well. Any absences after these 2 days will require a doctor's note or the parent will need to use a parent discretionary day.

The Principal or their designee shall be responsible for ensuring that:⁷

1. Attendance is checked and reported daily for each class;
2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent for the majority of the day;
3. All student absences are verified;
4. Written excused are submitted for absences are verified;
5. System -wide procedures for accounting and reporting are followed.

Truancy

General

Students shall be present at least fifty (50) percent of the scheduled school day in order to be counted present. Students receiving exception Education services may attend part-time days, alternating days, or for a specific amount of time as indicated in their Individualized Education Plan.⁸

If a student is required to participate in a remedial instruction program outside of the regular school day where there is no cost to the parent(s) and the school provides transportation, unexcused absences from these programs shall be reported in the same manner.⁹

Students who are absent five (5) days without adequate excuse shall be reported to the Director of School/designee who will, in turn, provide written notice to the parent(s)/ guardian(s) of the student's absences. The Director of Schools /designee shall also comply with state law regarding the reporting of truant students to the proper authorities. If the student accumulates a total of five (5) unexcused absences,

then he/she is subject to referral to juvenile court.^{1*}

The Director of Schools/designee shall develop appropriate administrative procedures to implement this policy.

Progressive Truancy Intervention Plan

**** If doctors, dentist, of other medical professional notes appear to be excessive ten (10) days, this will result in referral of the student to the Truancy Review Board for further review. Because there are scheduled breaks throughout the year, i.e. fall break, Thanksgiving break, Christmas break, and spring break. Family vacations and skip days will not be excused.

Marion County Schools Attendance Intervention Tiers

Tier I	3 Days (Unexcused)
<p style="text-align: center;">School</p> <p style="text-align: center;"><u>Action Level</u></p>	<ul style="list-style-type: none"> • Implement proactive attendance procedures that identify students with a chronic attendance issue. (letters, phone calls, home visits, meetings, conference). • Handbooks will provide parent/guardian/students written notice of the law at the beginning of each school year. • Monitor attendance data. • Establish a positive and engaging school culture. • Letters are to be sent home after 3 days of unexcused absence • Schedule a conference with parent/student. • Develop and sign a contract stating the specific expectations and additional penalties, if warranted. • Student Progress will be monitored on a regular basis and additional communication with the home (calls, meetings, home visits) will be scheduled as needed.
Tier II	5 Days (Unexcused)
<p style="text-align: center;">School Community Resources/Agencies</p> <p style="text-align: center;"><u>Action Level</u></p>	<ul style="list-style-type: none"> • Conduct an individual attendance assessment to identify the barriers impacting attendance. • Develop an intervention plan to address the barriers. • Refer the student to school based services which may include counselor, nurse or special education. (if needed) • Utilize Centerstone Service within the school setting where available. • Letter will be sent home at 5 days of unexcused absences. • Referral made to Truancy Board. • Possible Home Visits to check-on student welfare
Tier III	5 + Days (Unexcused and Excused)
<p style="text-align: center;">School, District, Judicial</p> <p style="text-align: center;"><u>Action Level</u></p>	<ul style="list-style-type: none"> • Letter will be sent home at 15 days of total absences. • Review the barriers identified in intervention plan. • Current intervention plan and contract submitted to the Office of Pupil Services. • Petition filed with Juvenile Court. • Coordinate with probation officer or service agency assigned by the court. • Make additional recommendation to parent(s) based on outcome of judicial intervention. • Make referral to Department of Children's Service, if attendance is impacting academic growth at the level of educational neglect. • Refer the student to district based services which may include Family Resource Centers, Coordinated School Health, School Psychologist.

Military Service of Parent/Guardian

School Principals shall provide students with a one-day excused absence prior to the deployment of and a one day excused absence upon the return of the parent or custodian serving active military service.

Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a parent/guardian during a deployment cycle. The student shall provide documentation to the school as proof of his /her parent's/guardian's deployment. Students shall be permitted to make up schoolwork missed during these absences.¹²

School Based Extra Curriculum Activities

State guidelines for students and schools; students are expected be in school 93 percent of the school year, which only allows 13 absences per year. Student with more than 13 absences may be denied school based extra curriculum activities. Examples; field trips, ball games, dances, and graduation activities, etc. These decisions will be decided on a case by case bases by a school-based team comprised of Principal/Assistant Principal, school counselor, member of the Marion County Schools Attendance office, a student's teacher and SRO.

Make-up Work

Upon a student's return to school, the length of time for completion of make-up work shall be one school day per absence with a maximum of five days.

State-Mandated Assessment

Students who are absent the day of the scheduled EOC exams must present a signed doctor's excuse or must have been given an excused release by the Principal prior to testing to receive an excused absence. Students who have excused absences will be allowed to take a makeup test. Excused students will receive an incomplete in the course until they have taken the EOC exam. Students who have an unexcused absence shall receive a failing grade on the course exam which will be averaged into their final grade.

Credit/Promotion Denial

Credit/ promotion denial determinations may include student attendance; however, student attendance may not be the sole criterion³. If attendance is a factor; prior to credit/promotion denial, the following shall occur:

1. Student and the parent/guardian shall be advised if student is in danger of credit/promotion denial due to excessive absenteeism.
2. Procedures in due process are available to the student when credit or promotion is denied.

Driver's License Revocation

More than ten (10) consecutive or fifteen (15) reported unexcused absences by a student during any ninety (90) days semester renders a student ineligible to retain a drivers' permit or license, or to obtain such if of age.

In order to qualify for reclaiming a driver's permit or license, the student must make a passing grade in at least three (3) full unit subjects of their equivalency at the conclusion of a subsequent grading period.⁴

Attendance Hearing¹

Students with excessive (more than 5) unexcused absences or those in danger of credit/promotion denial shall have the opportunity to appeal to an attendance hearing committee appointed by the Director of Attendance and Principal. If the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall be given the opportunity to address the committee. The committee will conduct a hearing to determine if any extenuating circumstances exist or to determine if the student has met the requirements that would allow him/her to pass the course or be promoted. Upon notification of the attendance committee decision, the principal shall send written notification to the Director of Schools/designee and the parent(s)/guardian(s) of the student of any action taken regarding the excessive unexcused absences. The notification shall advise parent(s)/guardian(s) of their right to appeal such action within two (2) school days to the Director of Schools/designee.

The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

Within five (5) school days of the Director of Schools/designee rendering a decision, the student's parent(s)/guardian(s) may request a hearing by the board, and the board shall review the record. Following the review, the board may affirm or overturn the decision of the Director of Schools/designee. The action of the board shall be final.

Attendance & Postsecondary School Visits

High school students participating in postsecondary school visits will be counted as present as follows:

- i. High school students may have 2 postsecondary school visits during junior year and 2 during senior year.
- ii. The parent or legal guardian must notify the high school one week prior to the postsecondary school visit.
- iii. A signed letter or form from a campus official of the postsecondary institution verifying the students visit to the campus must be submitted to the high school after the visit.
- iv. All schoolwork missed by the student during the postsecondary school visit must be completed in two days per school day absence not to exceed six school days. The student must acquire pre-approval and submit evidence from the date of visit.
- v. Postsecondary school visits are not mandatory for any high school student.
- vi. Postsecondary school visits are the sole responsibility of the parent or the guardian of the high school student. The student's parent or guardian are solely responsible for facilitating postsecondary school visits and for ensuring the safety of students during the visit.

***** The Director of Schools /designee shall ensure that this policy is posted in each school building and disseminated to all students, parent(s)/guardian(s), teachers, and administrative staff.**

Legal References:

1. TRR/MS 0520-1-3-.08(1)(a)
 2. TRR/MS 0520-1-3-.03(15); TCA 49-6-2904
 3. TCA 49-2-203(b)(7)
 4. TCA 49-6-3006
 5. TCA 49-6-3002
 6. TCA 49-6-3007; 3008
 7. TCA 49-6-3009; 3010
 8. TRR/MS 0520-1-3-.06(2)
- TRR/MS 0520-01-02-.17(1)(C)
TRR/MS 0520-01-03-.03(15); TCA 49-6-2904 (b)(5)
Tenn. Department of Education; Student Membership and Attendance Procedures Manual (2017)
TCA 49-6-3021
Tenn. Department of Education; Student Membership and Attendance Procedures Manual (TCA 49-6-3007; Public Acts of 2017, Chapter No. 379
TCA 49-6-3007; TCA49-6-3009; Public Acts of 2017; Chapter No.379
TCA 49-6-3019 ¹⁷ TCA 49-2-203(b)(7)

Cross References:

- Extracurricular Activities 4.300
- Reporting Student Progress 4.601
- Promotion and Retention 4.603
- Recognition of Religious Beliefs 4.803
- Student Records 6.600

Subject: Re: Deadline for July Board Agenda

From: Larry Ziegler <lziegler@mctns.net>

To: Ruby Gamble <rgamble@mctns.net>

Date: Monday, 06/17/2024 10:36 AM

Requesting to be on the July Board Agenda

MCHS Non-Faculty Volunteer Football Coach

✕ - Shane Thomasson

Thanks

✕ Non-Fac. Vol.

Larry Ziegler
Principal
Marion County High School

On Monday 06/17/2024 at 8:53 am, Ruby Gamble wrote:

Good morning,

Per Dr. Griffith, the deadline to submit items for the July Board Meeting will be Thursday, June 20, 2024 by 3:00 p.m.

Thank you,

Ruby Gamble
Executive Assistant to the Director of Schools
Board Secretary

Marion Co. Board of Education
204 Betsy Pack Drive
Jasper, TN 37347
(423)-942-3434 ext. 2001



6-17-2024

Subject: Re: coach

From: Ruby Gamble <rgamble@mctns.net>

To: Teena Casseday <tcasseday@mctns.net>

Date: Monday, 06/17/2024 1:44 PM

Yes ma'am. I will give those names to Dr. Griffith for approval to add to the July Board Agenda.

Thank you,

Ruby Gamble
Executive Assistant to the Director of Schools
Board Secretary

Marion Co. Board of Education
204 Betsy Pack Drive
Jasper, TN 37347
(423)-942-3434 ext. 2001

On Monday 06/17/2024 at 1:35 pm, Teena Casseday wrote:

Ok I need them all approved for 24-25 school year. Just put non faculty volunteer football assistants.

On Monday 06/17/2024 at 12:14 pm, Ruby Gamble wrote:

No ma'am I do not see them for 2024-2025

** Non-Fac. Vol.*

Ruby Gamble
Executive Assistant to the Director of Schools
Board Secretary

Marion Co. Board of Education
204 Betsy Pack Drive
Jasper, TN 37347
(423)-942-3434 ext. 2001

On Monday 06/17/2024 at 11:40 am, Teena Casseday wrote:

Did I get the following approved for football for 24-25 school year.

*** }
Troy Mosier
Aaron Worley
Thunder Roberts
Kyle Antal

Approved : [Signature]

On Monday 06/10/2024 at 6:51 am, Teena Casseday wrote:

6-17-2024

Requesting board approval:

Melissa Ayers- Girl's Basketball non-faculty paid

Subject: Agenda Item

From: Joshua Holtcamp <jholtcamp@whitwellmiddleschool.org>

To: Ruby Gamble <rgamble@mctns.net>

Date: Wednesday, 06/19/2024 10:25 AM

Is it possible to add Corey Reynolds and Eddie Kellum as basketball assistant coaches for 24-25 (volunteer)?

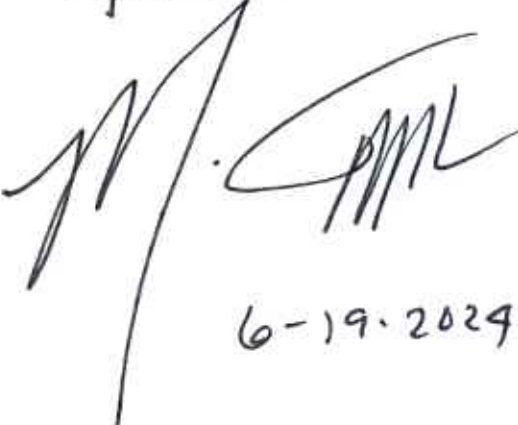
Thank you!



Dr. Joshua Holtcamp
PRINCIPAL, WHITWELL MIDDLE SCHOOL
Home to the Children's Holocaust
Memorial
Phone: 423-658-5635
Fax: 423-658-6949
jholtcamp@whitwellmiddleschool.org

* Non-Fac. Volunteers

Approved for agenda:



6-19-2024

2024 MCHS Golf Schedule

August:

5th @ Dogwood Hills (**South Pitt**) 4 pm

6th @ Sewanee (*CCS/CSLA*) 4 pm

8th @ Sewanee (St. Andrews/Silverdale) 4 pm

12th @ Moccasin Bend (*CCS/Signal Mtn*) 3 pm

14th @ Sewanee (**South Pitt**/Coffee Co.) 4 pm

19th @ Dogwood Hills (**South Pitt/Sequatchie Co.**) 4 pm

20th @ Sewanee (**Bledsoe/South Pitt**) 4 pm

26th @ Fall Creek Falls (**Bledsoe/Sequatchie Co.**)

September

3rd @ Fall Creek Falls (**Bledsoe/Van Buren**) 4 pm

9th @ Willowbrook (Coffee Co) 4pm

11th @ Brainerd (*CSLA*) 3pm

19th @ **Fall Creek Falls District Tournament** Begins at 8 am All Day event

26th @ *Brainerd Region Tournament* Begins at 8 am All Day Event

October

6-8 @ Sevierville Golf Club State Tournament

Bold indicates District match

Italics indicates Region match



Handwritten signature and date: 6-17-2024

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 6/6/24
 Teacher Making the Request Owen Kilgore Position Teacher / Head Football Coach
 Teacher's Email Address okilgore@whitwelltigers.org Class/Club Football
 # of Students Participating 20 # of Parent Chaperones 6 Football Coaches # 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 Rhea County HS Destination Phone Number 423-858-285-6833
 Destination Address 885 Eagle Lane, Evansville City Evansville State TN
 Date(s) of Trip: July 11, 2024 One day Overnight (how many days _____)
 Time Schedule Requested: Leave School: 2:00p Arrive Destination: 3:15p
 Leave Destination: 6:30 Return School: 7:45

Educational purpose 7on7 Football Scrimmage

Actual on site instructional time _____

What are you going to do with students not going? _____

COST PER STUDENT

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

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

SUBMIT REQUEST

Approve Disapprove Principal [Signature] Date 6/10/24
 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 6/6/24
 Teacher Making the Request Owen Kilgore Position Teacher / Head FB Coach
 Teacher's Email Address owen.kilgore@whitwell.k12.ga.us Class/Club Football
 # of Students Participating 40 # of Parent Chaperones 6 FB coaches # of Teachers Chaperones 2

Overnight request requires a copy of trip agenda attached.

METHOD OF TRANSPORTATION

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

FIELD TRIP DESTINATION/TIME FRAME/PURPOSE

Destination Rhea County HS Destination Phone Number 423-285-6833
 Destination Address 885 Eagle Lane City Evansville State TN
 Date(s) of Trip: Aug 2, 2024 One day Overnight (how many days)
 Time Schedule Requested: Leave School: 3:30p Arrive Destination: 4:45
 Leave Destination: 7:00p Return School: 8:15p

Educational purpose Scrimmage vs. Rhea Co. HS

Actual on site instructional time _____

What are you going to do with students not going? _____

COST PER STUDENT

Travel _____ Lodging _____ Food _____
 School Lunches _____ Entrance Fees / Tickets _____ Other _____

TOTAL COST PER STUDENT: \$0 Funding Source: _____

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

SUBMIT REQUEST

Approve Disapprove Principal [Signature] Date 6/10/24
 Approve Disapprove Director of Schools _____ Date _____
 Approve Disapproved Marion County Board of Education _____
Date _____