

MARION COUNTY BOARD OF EDUCATION
July Regular Meeting
July 10, 2023
5:00 p.m.

AGENDA

I. MEETING CALLED TO ORDER

II. PLEDGE TO THE FLAG

III. APPROVE BOARD AGENDA

IV. APPROVE CONSENT AGENDA

A. Approve Minutes Regular Meeting: June, 2023

B. Budget Amendments: (1) General Purpose Fund 141 Amendment # 1
Amanda Weeks **(2) Federal Projects Fund 142 Amendment # 1**

C. Budget Amendment: (1) Federal Projects Fund 142 Amendment #12
Amanda Weeks **(Approved by Executive Order 6/16/2023)**

D. Request Approval of Annual Accounting Software and Hardware Support Fee for 2023-2024 **(Approved by Executive Order 6/12/2023)** *Amanda Weeks*

E. Request Approval for the Whitwell Middle School Assistant Football Coach Supplement of 3% be Assigned to the Athletic Director *Dr. Griffith*

F. Request Permission for Whitwell Middle School Track Team Supplement of 1% be Moved to Volleyball Supplement *Dr. Griffith*

G. Request Approval to Pay Callahan Mechanical Contractors Draw # 6 and the Retainage Account for the Whitwell High School HVAC Contract *Dr. Griffith*

H. Request to Approve the 2024 Graduation Dates *Dr. Griffith*

I. Request Approval to Pay CSDG for Engineering Services *Dr. Griffith*
(Approved by Executive Order 6/16/2023)

J. Request Permission for the Whitwell Middle School Baseball Team to Form a School Support Organization (SSO) and the Softball Team to also Form an SSO *Dr. Griffith*

K. Request Approval to Pay REA, Inc. for HVAC Units to be Paid with ESSER Funds *Dr. Griffith*

- L. Request Approval to Pay Gann Construction Co., Inc. for Final Door at South
Pittsburg High School *Dr. Griffith*
- M. Request Approval to Pay Kaatz, Binkley, Jones, & Morris Architects, Inc. for
Architectural Services *Dr. Griffith*
- N. Request Permission for Marion County High School to Enter an Unlimited
Contract with Arbiter for Game Officials *Dr. Griffith*
- O. Request Approval of Bid for Wrestling Mats at Marion County High School
Dr. Griffith
- P. Request Approval to Pay T. U. Parks Construction Company Application #13 and
the Retainage Account for the South Pittsburg High School Bridge *Dr. Griffith*
- Q. Request Approval to Add a Teaching Position at Monteagle Elementary School
for Exceptional Education Services *Becky Bigelow*
- R. Request Approval to Add Exceptional Education Teaching Assistant Position
at Whitwell Elementary School, Pending Student Enrollment
Becky Bigelow
- S. Request Approval for Pre-K Curriculum Adoption *Becky Bigelow*
- T. Request Approval of Grading Scale for the Revised Marion County K-2
Standards Referenced/Based Report Card *Kimberly Shurett*
- U. Request Permission to Purchase Supplemental Reading Materials for K-3
Students *Kimberly Shurett*
- V. Request Approval to Purchase Aimsweb Plus for the 2023-2024 School Year
Kimberly Shurett
- W. Request Approval for Disposal/Removal of Equipment *Brent Brown*
- X. Approve DHA Members for 2023-2024 *Mack Reeves*
- Y. Request Approval for ESL Teaching Position *Sarah Ziegler*
- Z. Request Approval for Nursing Students and their Lead Teacher to Assist
Coordinated School Health with Health Screenings *Carol Bailey*
- AA. Approve 2023-2024 Non-Faculty Paid Coaches:
Monteagle Elementary School – David Hampton (*Boys Basketball*)
Megan Rollins (*Girls Basketball*)
South Pittsburg High School – Beth Webb (*Girls Varsity Basketball*)
Chris Payne (*Academy Softball*)

BB. Approve 2023-2024 Non-Faculty Volunteer Coaches:

Monteagle Elementary School – Trevor Hampton (*Basketball*)

South Pittsburg High School – Brandi Pickett (*Girls Varsity Basketball*)

Jameson Griffith (*Varsity Football*)

CC. Approve Field Trips:

Whitwell Middle School – 40 Students to Penn Valley, PA 10/19-22/23

**DD. Request Approval to Add New Certified Maintenance Carpentry Position for
2023-2024 *Brent Brown***

V. OLD BUSINESS

A. Capital Projects

MARION COUNTY BOARD OF EDUCATION
June Regular Meeting
June 12, 2023

MINUTES

The Marion County Board of Education met in Regular Session on June 12, 2023. Members present were Mr. Ryan Phillips, Mr. Bo Nunley, Mr. Nathan Billingsley, Mrs. Donna Blansett and Board Attorney, Mr. Mark Raines. Mrs. Linda Hooper, was unable to attend.

Chairperson Ryan Phillips called the meeting to order.

Mr. Phillips asked for a motion to approve the Board Agenda. Motion to approve by Mr. Nunley, seconded by Mrs. Blansett, unanimous.

SUPERINTENDENT'S CONTRACT- Chairman Phillips asked Dr. Griffith if there were any amendments to the Superintendent's Contract. Dr. Griffith stated the only amendment is the contract be extended from June 30, 2026 to June 30, 2027 and the compensation be aligned with the teacher pay increase. Chairman Phillips asked if there was a motion to approve the contract. Motion by Mr. Billingsley, seconded by Mr. Nunley, all agreed.

RECOGNITION: Dr. Griffith welcomed and commended all the student athletes that attended Special Olympics this year. Mrs. Becky Bigelow asked each of the athletes to come forward and they were given a certificate for their outstanding performance and participation. All in attendance applauded their 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 M., Item EE., and Item PP. Mr. Phillips asked for Item N. and Item MM.

CONSENT AGENDA:

- A. Approve Minutes Regular Meeting: May, 2023
- B. Financial Reports and Cash Flow Analysis for May 2023
- C. Budget Amendments: (1) General Purpose Fund 141 Amendment #11
(2) Federal Projects Fund 142 Amendment #11
(3) Child Nutrition Fund 143 Amendment #2
- D. Approve 2023-2024 Marion County School System Budget
- E. Request Approval of Bid for Whitwell High School Roofing Section for 2023-2024 School Year (Approved by Executive Order 5/16/2023)
- F. Amend Board Policy 2.700 "Accounting System"
- G. Permission to Close Board of Education Offices July 3, 2023
- H. Request for Disposal/Removal of Equipment

- I. Approve Copier Contract with Beeler Impression for Whitwell Middle School
- J. Request Approval for Monteagle Elementary School to have Metal Hand Railing Professionally Vapor-Blasted and Repainted
- K. Approve Copier Contract with Beeler Impression for South Pittsburg Elementary School
- L. Request Approval to Pay CSDG for Engineering Services
- M. Request Approval to Add ½ Human Resource Assistant & ½ Maintenance Secretary Position
- N. Request Approval to Pay Callahan Mechanical Contractors Draw #5 for Whitwell High School HVAC Contract
- O. Request Approval to Pay AEED, Inc. Invoice for Whitwell High School Renovations
- P. Request Approval of Marion County High School Football/Basketball Summer Travel Schedules
- Q. Request Approval to Name Marion County High School Gym -The Belk Memorial Gym
- R. Request Approval of Bid for Awnings at South Pittsburg Elementary School for the 2023-2024 School Year
- S. Request Approval to Pay Kaatz, Binkley, Jones & Morris Architects, Inc. for Architectural Services
- T. Request Approval of Contract with Marion Natural Gas
- U. Request Approval to Purchase Science Books for Grades 3-8
- V. Request Approval to Partner with Village Virtual for the 2023-2024 School Year
- W. Approve Contract with Allied Instructional Services (AIS) with Marion County Schools for Exceptional Education Services
- X. Approve Contract with Tennessee Behavioral Health with Marion County Schools for Exceptional Education Services
- Y. Request Approval of Contract with ZOLL Medical Corporation for PlusTrac Professional5, the AED Monitoring for the Health Services Department
- Z. Request Approval to Purchase GoGuardian District License with ESSER Funds
- AA. Request Approval of Bid for New Jasper Middle School Furniture and Fixtures
- BB. Request for Disposal/Removal of Equipment
- CC. Request Approval for Renewal of Odysseyware for 2023-2024 School Year
- DD. Request Approval for Renewal of ACT Services
- EE. Request Approval to Purchase Bible Literature for Marion County Schools
- FF. Request Approval of Bid for South Pittsburg High School Lobby
- GG. Request Approval of Recommendations for Tenure
- HH. Request Approval to Pay Tri-Con and the Retainage Account Application #8 for the New Jasper Middle School
- II. Request Approval to Pay T.U. Parks Construction Company and the Retainage Account Pay Application #12 for the South Pittsburg High School Bridge
- JJ. Approve Marion County Schools Teacher Memorandum of Understanding
- KK. Request a Change of Job Description from Speech Language Pathologist to Exceptional Education Service Coordinator/Consulting Teacher

- LL. Request for Approval of Sales of Surplus Math Curriculum**
- MM. Request Approval of Change Order from Callahan Mechanical Contractors for Whitwell High School Electrical Work at the Request of the Electrical Inspector, in the Range of \$20,000-\$45,000**
- NN. Approve Field Trips:**
- Jasper Middle School – 20 Students to Bryant, AL, 6/5/23
(Approved by Executive Order 6/2/2023)
 - 20 Students to Bryant, AL, 6/12/23
(Approved by Executive Order 6/2/2023)
 - 25 Students to Ringgold, GA, 6/15/23
 - 25 Students to Ringgold, GA, 6/16/23
 - 25 Students to Hixson, TN, 6/19/23
 - 25 Students to Hixson, TN, 6/20/23
 - 25 Students to Ringgold, GA, 6/22/23
 - 25 Students to Ringgold, GA, 6/23/23
 - 9 Students to MTSU, Murfreesboro, TN, 7/17-18/23
 - Marion County High School – 17 Students to Sweetwater, TN, 5/12/23
(Approved by Executive Order 5/11/2023)
 - 10 Students to Crossville, TN, 9/23/23
 - 50 Students to McMinnville, TN, 9/23/23
 - Whitwell High School – 10 Students to Spencer, TN, 6/1/23
 - 10 Students to Spencer, TN, 6/2/23
(Approved by Executive Order 5/27/2023)
 - 10 Students to Tullahoma, TN, 6/6/23
(Approved by Executive Order 5/27/2023)
 - 10 Students to Spencer, TN, 6/13/23
 - 10 Students to Lynchburg, TN, 6/14/23
 - 90 Students to Washington, DC, 2/25-29/24
 - Whitwell Middle School – 19 Students to Ringgold, GA, 6/22/23
 - 19 Students to Ringgold, GA, 6/23/23
- OO. Approve 2023-2024 Non-Faculty Paid Coaches:**
- Jasper Middle School – Chris Keys (*Football*)
 - Shane Thomasson (*Softball*)
 - Tim Bowman (*Baseball*)
 - South Pittsburg High School – Wesley Stone (*Football*)
 - Cody Henegar (*Basketball*)
 - Loranda Siler (*Academy Basketball*)
 - Judy Blevins (*Cheerleading*)
 - Casey Tierney (*Golf*)
 - Micah Genter (*Baseball*)
 - Kelby Ferrell (*Volleyball*)
 - Whitwell High School – Christopher Haynes (*Boys & Girls Basketball*)
 - Whitwell Middle School – Barrett Long (*Baseball*)
 - Kyle Holloway (*Boys Basketball*)
 - Colton Holloway (*Football*)
 - Roger Layne (*Softball*)

PP. Approve 2023-2024 Non-Faculty Volunteer Coaches:

Jasper Middle School – Jay Silver, Kevin Trussell (*Football*)

Candy Knox (*Softball*)

Jamie Burns (*Cheerleading*)

Brian Gossett (*Girls Basketball*)

Jim McKee, Jameson Barnes (*Volleyball*)

Reggie Moseley, Daniel Durden (*Baseball*)

Marion County High School – April Davis (*Girls Basketball*)

Brandon Jones (*Golf*)

Grace Brown, JJ Barnes (*Volleyball*)

Monteagle Elementary School – David Hampton (*Boys Basketball*)

Megan Rollins (*Girls Basketball*)

South Pittsburg High School – Makayla Dalton, Kristin Burnette (*Academy Softball*)

Delorah Starkey (*Academy Basketball*)

Jimmy Clyde McGullion, Jeremy Jackson,

Jeremy White, Earl Blevins (*Academy Baseball*)

Terrell Robinson, Quinten McCamey,

Matthew Hawkins, Lindsey Roberts, Jake Stone (*Football*)

Bryan Robinson, Jackie Reames (*Academy Football*)

Trey Hill (*Baseball*)

Whitwell High School – Courtney Haynes (*Boys & Girls Basketball*)

Whitwell Middle School – Jeremy Tate (*Girls Basketball*)

Barry Cookston (*Girls Basketball, Softball*)

Tony Goforth (*Boys Basketball, Baseball*)

Michael Ross, Casey Condra (*Baseball*)

QQ. Approve School Sports Schedules:

Whitwell Middle School – Football

OLD BUSINESS

A. Capital Projects

Request Approval to Add ½ Human Resource Assistant and ½ Maintenance Secretary Position – Mrs. Blansett asked for clarification of the job descriptions and the need for the position. Dr. Griffith stated the Human Resource Department has recently been audited by the State and due to the volume of background checks needed for coaches, there were some deficiencies. The background check audits will be under review with this position. The maintenance department has needed some part-time secretarial help for a while. Mrs. Blansett asked if the job would post after the Board approval. Dr. Griffith concurred.

Request Approval to Purchase Bible Literature for Marion County Schools -Mrs. Blansett expressed her concerns asking if this was an online course and if the students had to pay to for it. Dr. Griffith concurred and added this curriculum has to be approved by the State of Tennessee and there will not be any cost to the students. The class will be offered as an elective.

Approval of 2023-2024 Non-Faculty Volunteer Coaches- Mrs. Blansett asked if background checks were done for all of the Non-Faculty Coaches. Dr. Griffith concurred and added we have to get those people vetted early. Mrs. Blansett asked in regards to the

background checks who actually pays for those. Dr. Griffith stated the school pays, or the individual pays, whichever the Principal works out with the coaches. By state law every employee or volunteer has to have a background check every five years.

Request Approval to Pay Callahan Mechanical Contractors Draw #5 for Whitwell High School HVAC Contract- Dr. Griffith stated the contract with Callahan Mechanical Contractors has already been approved by the Board. This is actually a draw for payment on the account.

Request Approval of Change Order from Callahan Mechanical Contractors for Whitwell High School Electrical Work at the Request of the Electrical Inspector, in the Range of \$20,000-\$45,000- Dr. Griffith stated when the school was built major deficiencies were there and we are trying to comply with the new codes. He commended the Director of Technology, Mr. Mike Ogden and his team for doing all the technology work necessary and being compliant with the codes. We did not have to outsource that project which saved a lot of money. Mrs. Blansett asked if we were on target for completion of the renovations at Whitwell High School. Dr. Griffith concurred. He added we are also on target for the construction of the pedestrian bridge at South Pittsburg High School. The HVAC units for South Pittsburg High School gymnasium are scheduled to be put on top of the building Thursday, June 15, 2023. He stated there should not be any children on site during that time.

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 he had received a progress report from Mr. Gilliam on the new Jasper Middle School. He stated currently all slabs have been poured outside of the theater at about 90%. All building pads are ready. The roofs have been installed for B & C classroom wings and the A-wing is in progress. The walls are currently being laid in the gymnasium and are approaching 70% total. All under slab rough ends are 95% complete. Overhead rough end and testing is complete in classroom wings and in progress in the A-wing at about 50% total. The block filler has begun in the B-wing and will be continuing through A and C wing along with the first coat of paint. The fire stopping is being completed in A, B, & C-wings at about 65% total. An estimate would be we are around 42% complete for the new Jasper Middle School. There have been a few issues and some things have had to be re-done, but Mr. Gilliam is doing a great job overseeing the project.

Mr. Billingsley expressed his concerns in regards to the 3rd grade promotion and retention, with the English Language Arts (ELA) TCAP testing scores. Dr. Griffith stated the school system is complying with the state law. He added currently our lobbyist are advocating on behalf of our local LEAS. There could be some amendments to the local Bill. He said there have been several appeals, some approved. It will take legislative action in order to amend this.

Chairman Phillips stated the next monthly board meeting will be Monday, July 10, 2023 at 5:00 p.m. All members agreed.

Chairman Phillips reminded the Board about the Fall District Meeting, which will be held at Cleveland High School on August 31, 2023, 4:30 p.m. (est).

With no further business before the Board, Mr. Phillips made a motion to adjourn. Seconded by Mrs. Blansett, unanimous.

Ryan Phillips, Chairperson

Mark A. Griffith, Secretary

MARION COUNTY BOARD OF EDUCATION

Phone: (423)942-3434
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Amanda Weeks
Director of Finance
204 Betsy Pack Drive
Jasper, TN 37347

Memorandum

To: School Board Members
Director of Schools

From: Amanda Weeks

Date: July 10, 2023

Subject: General Purpose Fund 141 Budget Amendment #1

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

The amendment includes five amendments, all of which will require Commission approval. The amendments are to increase the current property tax budget and use those additional funds for capital outlay, to amend the budget for the director's contract, to add a new certified maintenance position, and to add an ESL teacher that was previously funded with federal funds.

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

Marion County Schools
 Budget Amendment #11: Summary
 July 2023

Account #	Description	Source	Uses	Net Cash Flow Adjustment	Yes/No Commission
1) 141-40110- TXCYT	CY Trustee Property Tax	194,984			Yes
141-39000	Unassigned Fund Balance		194,984		
		194,984	194,984	194,984	

To amend the Current Year property tax budget based on the tax levy approved by the Commission

2) 141-39000	Unassigned Fund Balance	40,530			Yes
141-76100-707-CAPIT	Building Improvements		40,530		
		40,530	40,530	(40,530)	

To adjust the Capital Outlay budget for additional building improvements

3) 141-39000	Unassigned Fund Balance	3,898			Yes
141-72320-101-DOSCH	Director of Schools		3,600		
141-72320-204-DOSCH	State Retirement		245		
141-72320-212-DOSCH	Medicare		53		
		3,898	3,898	(3,898)	

To amend the Director of Schools budget to align with approved contract for 2023-2024

4) 141-39000	Unassigned Fund Balance	72,122			Yes
141-72620-167-MAINT	Maintenance Personnel		45,345		
141-72620-201-MAINT	Social Security		2,811		
141-72620-204-MAINT	State Retirement		3,264		
141-72620-207-MAINT	Medical Insurance		20,044		
141-72620-212-MAINT	Medicare		658		
		72,122	72,122	(72,122)	

To amend the Maintenance budget for a new certified position

Marion County Schools

Budget Amendment #11: Summary

July 2023

<u>Account #</u>	<u>Description</u>	<u>Source</u>	<u>Uses</u>	<u>Net Cash Flow Adjustment</u>	<u>Yes/No Commission</u>
5) 141-39000	Unassigned Fund Balance	78,434			Yes
141-71100-116-REGED	Teachers		60,445		
141-71100-201-REGED	Social Security		3,748		
141-71100-204-REGED	State Retirement		4,835		
141-71100-207-REGED	Medical Insurance		8,530		
141-71100-212-REGED	Medicare		876		
		<u>78,434</u>	<u>78,434</u>	<u>(78,434)</u>	

To amend the Regular Education budget for ESL teacher that cannot be paid with Federal funds due to new state policy

TOTAL AMENDMENTS	<u>389,968</u>	<u>389,968</u>	<u>0</u>
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Marion County Schools - Fund 141 General Purpose Fund

7/5/2023

Amendment #1 - July 2023

(Maintenance Of Effort Accounts)

DESCRIPTION	FD	FCT	OBJ	JBI	CST	CTR	ORIGINAL		JULY		NOTES	COMM
							DR/(CR)	AMEND #1	DR/(CR)	ENTRY		
C.Y. Trustee Property Tax	141	40110	-	-	-	TXCVT	5,538,010	5,732,994	194,984	Adjusted based on approved tax levy		
P.Y. Trustee Property Tax	141	40120	-	-	-	TXPYT	205,780	205,780	0			
Circuit Court Clk/Clerk & Master	141	40130	-	-	-	TXCCM	115,727	115,727	0			
Interest and Penalty	141	40140	-	-	-	TXINT	34,315	34,315	0			
In lieu of taxes - TVA	141	40161	-	-	-	TXTVA	22,923	22,923	0			
In lieu of taxes - Local Utilities	141	40162	-	-	-	TXLUT	19,956	19,956	0			
In lieu of taxes - Other	141	40163	-	-	-	TXLOT	35,000	35,000	0			
Local Option Sales Tax	141	40210	-	-	-	TXLOS	3,300,000	3,300,000	0			
Hotel/Motel Tax	141	40220	-	-	-	TXHMT	195,980	195,980	0			
Mixed Drink Tax	141	40275	-	-	-	STMDT	13,076	13,076	0			
Bank Excise Tax	141	40320	-	-	-	TXBET	4,965	4,965	0			
Wholesale Beer Tax	141	40330	-	-	-	TXWBT	81,000	81,000	0		194,984	
Marriage Licenses	141	41110	-	-	-	LICML	2,289	2,289	0		0	
Tuition - Summer School	141	43513	-	-	-	REGED	500	500	0			
Tuition - Out of State	141	43516	-	-	-	REGED	8,950	8,950	0			
Receipts f/ Schools - Supplements/Refund	141	43570	-	-	-	REGED	13,000	13,000	0			
Community Svc Fees - SPES Summer Camp	141	43581	-	-	-	CSCSP	28,000	28,000	0			
Community Svc Fees - SPES After School P	141	43581	-	-	-	CSESP	25,500	25,500	0			
Community Svc Fees - JES After School Prc	141	43581	-	-	-	CSJES	30,000	30,000	0			
Community Svc Fees - JES Summer Camp	141	43581	-	-	-	CSJSC	19,200	19,200	0			
Community Svc Fees - WES After School P	141	43581	-	-	-	CSWAS	20,400	20,400	0			
Community Svc Fees - WES Summer Camp	141	43581	-	-	-	CSWSC	14,000	14,000	0			
TBI Criminal Background Fees	141	43583	-	-	-	BOARD	0	0	0		0	

DESCRIPTION	FD	FCT	OBJ	JBI	CST	CTR	ORIGINAL		AMEND #1		ENTRY		NOTES	COMM
							DR/(CR)	DR/(CR)	DR/(CR)	DR/(CR)	DR/(CR)	DR/(CR)		
CAPITAL OUTLAY														
Construction Supervisor	141	76100	105		CAPIT		XXXXXXXXXXXX	0	XXXXXXXXXXXX	0	XXXXXXXXXXXX	0		
Social Security	141	76100	201		CAPIT			0		0		0		
State Retirement	141	76100	504		CAPIT			0		0		0		
Medical Insurance	141	76100	207		CAPIT			0		0		0		
Medicare	141	76100	212		CAPIT			0		0		0		
Architects	141	76100	304		CAPIT			0		0		0		
Contracted Services	141	76100	399		CAPIT			0		0		0		
Building Improvements	141	76100	707		CAPIT		(729,525)		(770,055)		(40,530)			
Other Capital Outlay	141	76100	799		CAPIT		(25,000)		(25,000)		0			(40,530)
21ST CENTURY COMMUNITY LEARNING CTR GRT														
Project Director	141	73300	105		CSCLA		XXXXXXXXXXXX	0	XXXXXXXXXXXX	0	XXXXXXXXXXXX	0		
Medicare	141	73300	212		CSCLA			0		0		0		
Travel	141	73300	355		CSCLA			0		0		0		
Instructional Supplies and Materials	141	73300	429		CSCLA			0		0		0		
Other Supplies	141	73300	499		CSCLA			0		0		0		
Staff Development	141	73300	524		CSCLA			0		0		0		
Indirect Cost	141	73300	599		CSCLA			0		0		0		
Teachers	141	73300	116	JES	CSCLJ			0		0		0		
Other Salaries - Site Director	141	73300	189		CSCLJ			0		0		0		
Social Security	141	73300	201		CSCLJ			0		0		0		
Retirement	141	73300	204		CSCLJ			0		0		0		
Medicare	141	73300	212		CSCLJ			0		0		0		
Retirement - Hybrid	141	73300	217		CSCLJ			0		0		0		
Instructional Supplies and Materials	141	73300	429		CSCLJ			0		0		0		
Other Supplies	141	73300	499		CSCLJ			0		0		0		
Staff Development	141	73300	524		CSCLJ			0		0		0		
Teachers	141	73300	116		CSCLS			0		0		0		
Other Salaries - Site Director	141	73300	189		CSCLS			0		0		0		
Social Security	141	73300	201		CSCLS			0		0		0		
Retirement	141	73300	204		CSCLS			0		0		0		
Medicare	141	73300	212		CSCLS			0		0		0		
Retirement - Hybrid	141	73300	217		CSCLS			0		0		0		
Instructional Supplies and Materials	141	73300	429		CSCLS			0		0		0		
Other Supplies	141	73300	499		CSCLS			0		0		0		
Other Charges	141	73300	599		CSCLS			0		0		0		

DESCRIPTION	FD	FCT	OBJ	JBM	CST	CTR	ORIGINAL		AMEND #1		ENTRY		NOTES	COMM
							DR/(CR)		DR/(CR)		DR/(CR)			
DIFFERENTIATED PAY PLAN														
Other Salaries and Wages	141	71100	116		REDPP		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	0			
Social Security	141	71100	201		REDPP		(8,681)	(8,681)	(8,681)	0				
Retirement	141	71100	204		REDPP		(11,200)	(11,200)	(11,200)	0				
Medicare	141	71100	212		REDPP		(2,030)	(2,030)	(2,030)	0				
Hybrid Retirement	141	71100	217		REDPP		(800)	(800)	(800)	0				0
DIRECTOR OF SCHOOLS														
Director of Schools	141	72320	101		DOSCH		(185,490)	(189,090)	(189,090)	(3,600)	DOS salary adjusted to new contract			
CEO Program	141	72320	117		DOSCH		0	0	0	0				
Secretary	141	72320	161		DOSCH		(46,240)	(46,240)	(46,240)	0				
Clerical Personnel	141	72320	162		DOSCH		(17,880)	(17,880)	(17,880)	0				
Social Security	141	72320	201		DOSCH		(13,908)	(13,908)	(13,908)	0				
State Retirement	141	72320	204		DOSCH		(17,249)	(17,494)	(17,494)	(245)	DOS salary adjusted to new contract			
Medical Insurance	141	72320	207		DOSCH		(30,360)	(30,360)	(30,360)	0				
Medicare	141	72320	212		DOSCH		(3,619)	(3,672)	(3,672)	(53)	DOS salary adjusted to new contract			
Communication	141	72320	307		DOSCH		(54,000)	(54,000)	(54,000)	0				
Dues and Memberships	141	72320	320		DOSCH		(5,500)	(5,500)	(5,500)	0				
Maintenance/Repair Services	141	72320	336		DOSCH		(2,500)	(2,500)	(2,500)	0				
Postage	141	72320	348		DOSCH		(3,000)	(3,000)	(3,000)	0				
Travel - local mileage and state conference	141	72320	355		DOSCH		(7,500)	(7,500)	(7,500)	0				
Contracted services - Cell phone	141	72320	399		DOSCH		(22,950)	(22,950)	(22,950)	0				
Office Supplies	141	72320	435		DOSCH		(4,000)	(4,000)	(4,000)	0				
Staff Development	141	72320	524		DOSCH		(7,800)	(7,800)	(7,800)	0				
Other charges	141	72320	599		DOSCH		(1,500)	(1,500)	(1,500)	0				
Administration equipment - misc.	141	72320	701		DOSCH		(2,500)	(2,500)	(2,500)	0				(3,898)

DESCRIPTION	FD	FCT	OBJ	JBI	CST	ORIGINAL		AMEND #1		ENTRY		NOTES	COMM
						DR/(CR)		DR/(CR)		DR/(CR)			
HS - COORDINATED SCHOOL HEALTH													
Other salaries/wages - Coordinator	141	72120	105		HSCSH		XXXXXXXXXX	XXXXXXXXXX	(70,820)	(70,820)	XXXXXXXXXX		
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			(500)	(500)	0			
Other supplies/materials	141	72120	499		HSCSH			(800)	(800)	0			
Inservice/staff development	141	72120	524		HSCSH			(5,000)	(5,000)	0			
Other charges	141	72120	599		HSCSH			(200)	(200)	0			
Health Equipment	141	72120	735		HSCSH			0	0	0			0
MAINTENANCE OF PLANT													
Maintenance Supervisor	141	72620	105		MAINT		XXXXXXXXXX	XXXXXXXXXX	(68,550)	(68,550)	XXXXXXXXXX		
Maintenance Personnel	141	72620	167		MAINT			(341,000)	(386,345)	(45,345)		New certified maintenance position	
Social Security	141	72620	201		MAINT			(25,392)	(28,203)	(2,811)		New certified maintenance position	
State Retirement	141	72620	204		MAINT			(29,488)	(32,752)	(3,264)		New certified maintenance position	
Medical Insurance	141	72620	207		MAINT			(96,380)	(116,424)	(20,044)		New certified maintenance position	
Medicare	141	72620	212		MAINT			(5,938)	(6,596)	(658)		New certified maintenance position	
Maint/Repair - Buildings	141	72620	335		MAINT			(45,000)	(45,000)	0			
Maint/Repair - Equipment	141	72620	336		MAINT			(65,000)	(65,000)	0			
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)	(1,500)	0			
Maintenance equipment	141	72620	717		MAINT			(10,000)	(10,000)	0			(72,122)
SAFE SCHOOLS GRANT													
Reg Instruction-Contracts with Gov't	141	72130	309		SAFES		XXXXXXXXXX	XXXXXXXXXX	0	0	XXXXXXXXXX		
Reg Instruction-Other Contracted Services	141	72130	399		SAFES			0	0	0			0
Other Contracted Services	141	72620	399		SAFES			0	0	0			0
Administrative Equipment	141	72620	701		SAFES			0	0	0			0

DESCRIPTION	FD	FCT	OBJ	JBI	CST	CTR	ORIGINAL			ENTRY			NOTES	COMM
							DR/(CR)	DR/(CR)	DR/(CR)	DR/(CR)	DR/(CR)	DR/(CR)		
PRE-K PROGRAM (CONT'D)														
Teachers	141	73400	116			PKWES	(120,020)	(120,020)			0			
Educational Assistants	141	73400	163			PKWES	(49,055)	(49,055)			0			
Non-Certified Substitutes	141	73400	198			PKWES	0	0			0			
Social Security	141	73400	201			PKWES	(10,483)	(10,483)			0			
State Retirement	141	73400	204			PKWES	(11,705)	(11,705)			0			
Medical Insurance	141	73400	207			PKWES	0	0			0			
Medicare	141	73400	212			PKWES	(2,452)	(2,452)			0			
Workers Comp	141	73400	299			PKWES	(423)	(423)			0			
Contracted Services	141	73400	399			PKWES	0	0			0			
Instructional Supplies	141	73400	429			PKWES	(600)	(600)			0			
In-Service/Staff Development	141	73400	524			PKWES	0	0			0			
Other Equipment	141	73400	790			PKWES	0	0			0			
														0
REGULAR INSTRUCTION							XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX				
Teachers	141	71100	116			REGED	(11,111,700)	(11,172,145)			(60,445)	ESL position moved from Federal		
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	(753,637)	(757,385)			(3,748)	ESL position moved from Federal		
State Retirement	141	71100	204			REGED	(936,236)	(941,071)			(4,835)	ESL position moved from Federal		
Medical Insurance	141	71100	207			REGED	(2,101,625)	(2,110,155)			(8,530)	ESL position moved from Federal		
Medicare	141	71100	212			REGED	(176,254)	(177,130)			(876)	ESL position moved from Federal		
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			

MARION COUNTY BOARD OF EDUCATION

Phone: (423)942-3434
Fax: (423)945-4210

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

Memorandum

To: School Board Members
Director of Schools

From: Amanda Weeks

Date: July 10, 2023

Subject: Federal Projects Fund 142 Amendment #1

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

The amendment is to adjust Title V to remove the ESL position that can no longer be funded with federal funds due to a new state polity. The amendment doe not have to be sent to the Commission. This amendment will have to be approved by the state.

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

Marion County Schools
 Federal Projects Amendment #1
 2023-2024

07/05/23
 Title V

Account Description	Sub Fund	Function/Obj	Cost Ctr	Original	Amendment #1	DR (CR)
Revenue	501	47148		123,879.90	123,879.90	0
Teachers	501	71100 116		60,445.00	0.00	60,445
Soc. Sec. 6.2%	501	71100 201		3,748.00	0.00	3,748
Retirement T 6.81%	501	71100 204		4,116.00	0.00	4,116
Medical Insurance	501	71100 207		8,530.00	0.00	8,530
Medicare 1.45%	501	71100 212		876.00	0.00	876
Work. Comp. Ins	501	71100 299		157.00	0.00	157
Regular Ed Equipment	501	71100 722		33,995.00	33,995.00	0
Other Contracted Services	501	72130 399		0.00	77,872.00	(77,872)
Other Supplies & Materials	501	72130 499		9,000.00	9,000.00	0
Inservice/Staff Dev.	501	72210 524		0.00	0.00	0
Equipment	501	72210 790		0.00	0.00	0
Indirect Cost	501	99100 504		3,012.90	3,012.90	0
Transfers Out	501	99100 590		0.00	0.00	0
				123,879.90	123,879.90	0.00
				0	0	0

MARION COUNTY BOARD OF EDUCATION

Phone: (423)942-3434
Fax: (423)945-4210

Carol C. Newton
Director of Finance
204 Betsy Pack Drive
Jasper, TN 37347

Memorandum

To: School Board Members
Director of Schools

From: Carol Newton

Date: June 15, 2023

Subject: Federal Projects Fund 142 Amendment #12

Attached you will find the June #2 budget amendment of the Federal Projects Fund (Fund 142) for consideration by the Board.

The amendment is to correct an account code on the APR IDEA Preschool grant. This will not go to the Commission. The correct code has already been approved by the state.

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

Approved via Executive Order:



6-16-2023

J. Thom Phillips

6-16-2023

Marion County Schools
 Federal Projects Amendment #12
 June 2023 #2

06/15/23
 ARP IDEA PRESCHOOL

Account Description	Sub Fund	Function/Obj	Cost Ctr	December	June Amend #12	DR (CR)
Revenue	912	47403		967.59	967.59	0
Contracts with Private Agencies	912	72220 312		510.00	510.00	0
Other Supplies and Materials	912	72220 429 *		420.00	0.00	420
Other Supplies and Materials	912	72220 499		0.00	420.00	(420)
Transfer Out - Ind. Cost (3.60%)	912	99100 504		37.59	37.59	0
				967.59	967.59	0
				967.59	967.59	0.00
				0.00	0.00	0

* Wrong code -- 429 should be 499

Marion County Board of Education
204 Betsy Pack Drive
Jasper, Tennessee 37347

Mark A. Griffith
Director of Schools

Telephone (423) 942-3434
Fax (423) 942-4210

MEMORANDUM

TO: School Board Members
Director of Schools

FROM: Carol Newton, Finance Director
Amanda Weeks, Assistant Finance Director

DATE: June 12, 2023

SUBJECT: Approval of Annual Accounting Software and Hardware
Support Fee for 2023-2024

I am requesting approval for payment of the annual software/hardware support fee to the Local Government Corporation (LGC) for the 2023-2024 school year. This fee covers the general purpose, federal projects, capital projects, and private purpose trust funds.

The amount is \$24,460.02 which includes the Siesta Software used at the schools for tracking substitute teachers. The comparable contract last year was a total of \$22,623.75. A copy of the statement is attached for your review. This amount has been budgeted and is an annual fee.

The software fee addresses the use of the software, specifically written for government entities, as approved by the State Comptroller's Office.

The hardware fee addresses all repair and maintenance of equipment that is used in the processing of vendor payables, payroll, etc. The fee pays for parts, labor, and the use of a replacement equipment item (i.e. on loan) while our equipment is being worked on. This eliminates the potential for "down time". Please see the Hardware Maintenance Agreement that is attached.

I respectfully request your approval.

Approved via Executive Order
M. J. Ryan Phillips
6-12-2023
6-12-2023



LOCAL GOVERNMENT CORPORATION

MEMORANDUM

To: All LGC Customers
From: Bruce D. Collier, President
Date: June 1, 2023
Subject: Annual Support Invoice for 2023-2024

Please find enclosed an invoice for your annual support services from Local Government Corporation. If you requested any changes to services based on the Trial Invoice we sent earlier, they should be reflected on the enclosed Support Invoice. Please review the invoice carefully and if you find any discrepancies, please notify our Finance Office in writing and they will send you a corrected invoice. Since this invoice represents the services, you expect us to provide, please only pay from a final, official invoice from our office. Please read the Terms and Conditions section for more information.

As always, it is our pleasure to serve you. Please be sure to check our website, and also the communications from our Marketing Department, about new products, features, and services that can be of use to you.

Thank you and God Bless.

INVOICE TERMS AND CONDITIONS

PAYMENT OF THIS INVOICE ACKNOWLEDGES THE ACCEPTANCE AND CONSENT OF THE TERMS AND CONDITIONS SET FORTH HEREIN. Payments for the services provided in this invoice are due within sixty (60) days of the due date on this invoice. Local Government Corporation may terminate service for the Client's failure to make timely payments due pursuant to this invoice upon thirty (30) days prior written notice. Upon any expiration or termination of services, the Client shall cease any and all use of any Software. All notices required or permitted to be given to Local Government Corporation shall be sufficient if sent by certified mail, return receipt requested, to as the party to receive the notice has designated by notice to the other party.

Attention: Finance Manager
Local Government Corporation
714 Armstrong Lane
Columbia, TN 38401

The services are provided "AS IS" and there are no warranties, expressed, or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. Local Government Corporation's liability for any errors or omissions on its part shall be limited to actual damages incurred but under no circumstances, other than for criminal or fraudulent acts by Local Government Corporation or any of its employees, shall exceed the charge for such service during the calendar year. LOCAL GOVERNMENT CORPORATION SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) EVEN IF LOCAL GOVERNMENT CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Client agrees that Local Government Corporation has no obligations to third parties, including Client's employees and any third-party agencies. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement. The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

Local Government Corporation

Hardware Maintenance Agreement

THIS AGREEMENT: made and entered into this 1st day of July 2023, by and between Local Government Corporation, a not-for-profit corporation duly organized and existing under the laws of the State of Tennessee, with its principal place of business located in Columbia, Tennessee, (hereinafter referred to as "LGC"), and the customer as stated in the acceptance section, a body politic and corporate existing under the laws of the State of TN.

TERM/CANCELLATION

(A). This agreement is effective as of the above date and it shall remain in effect for an initial term through the fiscal year ending June 30. After the initial term this agreement shall continue in effect until termination, discontinuance, or cancellation of all service pursuant to the provisions herein.

(B). Upon thirty days prior written notice, either party may terminate this agreement in its entirety or for any part thereof.

(C). LGC may elect to cancel this agreement if the Customer, upon thirty days prior written notice, has failed to make payments due hereunder.

PRODUCT/SERVICE

(A). LGC shall provide preventive maintenance and remedial service to keep the product in, or restore the product to, good working order. This service shall be performed during the hours of 8:00 AM to 5:00 PM five days per week, Monday through Friday, excluding holidays. LGC shall determine the frequency and duration of preventative maintenance service based on the specific needs of the item.

(B). The Customer is responsible for the proper use, care and cleaning of the product in accordance with the vendor's instructions. When the need arises for remedial service, the Customer shall notify LGC and allow LGC full and free access to the equipment.

(C). Service will include inspection, adjustment, and replacement of parts as deemed necessary by LGC. Parts, which will be either new or reconditioned to perform as new, will be furnished on an exchange basis and the exchanged part will be identical or equivalent in specification as viable to LGC. The replacement of parts, such as internal components of printers, is limited to failure of parts; but LGC shall not replace parts due to occurrence such as misuse, abuse, or mishandling of equipment.

(D). LGC shall not be obligated to provide service at any location other than the original installation site. If the Customer wishes to relocate products, it shall give timely prior notice to LGC, and relocation and resumption of service shall be subject to agreement between LGC and the Customer.

(E). Loan equipment or other means of back-up will be available to make certain critical work is not delayed.

CHARGES/PAYMENTS

(A). The Customer is liable for charges starting on the effective date. All initial agreement charges will be prorated to the end of the fiscal year (June 30).

(B). The base annual service charges do not include: (1) accessories and consumable supplies, (2) repair or replacement parts due to any cause external to products, neglect, improper use or misuse, damage by other attachments, fire, water, theft, vandalism, acts of God, (3)

ESCS - 51 - 0

repainting or refinishing, (4) moving equipment or installing cables, (5) any service required by unauthorized alteration of product.

(C). Annual charges are subject to change annually with thirty days prior written notice. If LGC notifies the Customer of an increase in charges and the Customer does not discontinue service in writing, service shall continue at new rate.

(D). LGC will issue invoices stating charges and the Customer shall make payment within sixty days from the date of the invoice. Any charges that remain unpaid after sixty days will result in termination of support services until the outstanding balance is paid in full.

LIMITATIONS OF LIABILITY

(A). It is the responsibility of the Customer to ensure that all of its files are adequately duplicated and documented. LGC will not be responsible for the Customer's failure to do so, nor for the cost of reconstructing data stored on disks, tapes, memories, etc. lost during the course of performing service.

(B). LGC is not responsible for removal of unwanted software from the customer equipment. This includes but is not limited to viruses, spyware, malware, scare ware, trojans, key loggers, and other malicious software.

(C). LGC is not responsible for failure to fulfill its obligations hereunder due to labor disputes, shortages of parts or materials, or any other causes beyond its reasonable control.

(D). LGC shall have the right to sub-contract its obligations under this agreement.

(E). This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written.

PRODUCT

All hardware to be covered under this agreement shall be listed on the attached form. It is the Customer's responsibility to notify LGC anytime hardware is removed from service resulting in the need to discontinue coverage. LGC will prorate the annual fee for any removed items and will issue a credit for the remainder of the fiscal year. No credit will be issued for the time period prior to LGC's notification. LGC will be responsible for maintaining accurate records of the Customer's equipment based on information provided by the Customer.

ACCEPTED BY:

Local Government Corporation

Signed: _____


Bruce D. Collier, President

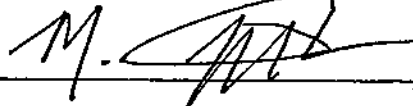
Date: _____

5/18/23

Agency or Office: _____

Marion County Board of Education

Signed: _____



Title: _____

Director of Schools

Date: _____

6-12-2023



Local Government Corporation

714 Armstrong Lane
Columbia, Tennessee 38401
931-381-1155

Marion Co Board Of Education
204 Betsy Pack Drive
Jasper, TN 37347-3324

Invoice #	135958
Date	06/01/2023
Due Date	07/01/2023
Page	1

Purchase Order No.	Customer	Customer Number	Payment Term	Sales Order No.	Invoice Type
	Marion Co Board Of Education	40451	Net 30 days		Annual
Item No.	Description	Unit Price	Ext. Price		
1	Nextgen-Purchasing 07/01/2023 - 06/30/2024	\$2,882.00	\$2,882.00		
2	Nextgen-General Ledger 07/01/2023 - 06/30/2024	\$4,192.00	\$4,192.00		
3	Nextgen Document Management Sign-It 07/01/2023 - 06/30/2024	\$524.00	\$524.00		
4	Slesta - Staff Attendance 07/01/2023 - 06/30/2024	\$3,002.52	\$3,002.52		
5	Nextgen-Fixed Assels 07/01/2023 - 06/30/2024	\$3,406.00	\$3,406.00		
6	Nextgen-Payroll 07/01/2023 - 06/30/2024	\$6,681.00	\$6,681.00		
	Software Support Total		\$20,687.52		
7	Netgear 5 Port GB Switch S/N 3TL1515A05264 07/01/2023 - 06/30/2024	\$20.00	\$20.00		
8	APC 500 Battery Backups S/N S4B1425P24780 07/01/2023 - 06/30/2024	\$55.00	\$55.00		
9	Netgear 5 Port GB Switch S/N 3TL1645N0E9EA 07/01/2023 - 06/30/2024	\$20.00	\$20.00		
10	LGC LG Cube-V5 I3 Workstation S/N 20210835 07/01/2023 - 06/30/2024	\$340.00	\$340.00		
11	LGC LG Cube-V5 I3 Workstation S/N 20210834 07/01/2023 - 06/30/2024	\$340.00	\$340.00		
12	APC 500 Battery Backups S/N S4B2214P17101 01/20/2024 - 06/30/2024	\$27.50	\$27.50		
13	LGC LG Cube-V5 I3 Workstation S/N 20230107 01/20/2024 - 06/30/2024	\$170.00	\$170.00		
14	APC 500 Battery Backups S/N S4B1425P24778 07/01/2023 - 06/30/2024	\$55.00	\$55.00		
15	LGC LGC One Backup S/N marionboe 07/01/2023 - 06/30/2024	\$510.00	\$510.00		
16	LGC LGC SSD Backup - 250 S/N 15689 07/01/2023 - 06/30/2024	\$300.00	\$300.00		
17	APC APC Back Ups RS 1500 VA S/N S4B2130P07299 07/01/2023 - 06/30/2024	\$70.00	\$70.00		

THANK YOU FOR YOUR BUSINESS!



Local Government Corporation

714 Armstrong Lane
Columbia, Tennessee 38401
931-381-1155

Invoice No.	135958
Date	06/01/2023
Due Date	07/01/2023
Page	2

Purchase Order No.	Customer	Customer Number	Payment Term	Sales Order No.	Invoice Type
	Marion Co Board Of Education	40451	Net 30 days		Annual

Item No.	Description	Unit Price	Ext Price
18	Netgear 5 Port Switch S/N 1D52163T0538A 07/01/2023 - 06/30/2024	\$25.00	\$25.00
19	MWBytes Malwarebytes Anti Malware 1 yr subscription S/N 10764 07/01/2023 - 06/30/2024	\$35.00	\$35.00
20	APC 500 Battery Backups S/N S4B1425P24705 07/01/2023 - 06/30/2024	\$55.00	\$55.00
21	LGC LG Cube-V5 I3 Workstation S/N 20210836 07/01/2023 - 06/30/2024	\$340.00	\$340.00
22	LGC LG Cube-V5 I3 Workstation S/N 20210837 07/01/2023 - 06/30/2024	\$340.00	\$340.00
23	MWBytes Malwarebytes Anti Malware 1 yr subscription S/N 10764 07/01/2023 - 06/30/2024	\$35.00	\$35.00
24	Hewlett Packard Laserjet M404n S/N PHDCG20624 07/01/2023 - 06/30/2024	\$90.00	\$90.00
25	MWBytes Malwarebytes Anti Malware 1 yr subscription S/N 10764 07/01/2023 - 06/30/2024	\$35.00	\$35.00
26	LGC LGC I Series SSD Server S/N 20210833 07/01/2023 - 06/30/2024	\$525.00	\$525.00
27	APC 500 Battery Backups S/N S4B1425P24717 07/01/2023 - 06/30/2024	\$55.00	\$55.00
28	Avast Antivirus - 10 User S/N 10302080614 07/01/2023 - 06/30/2024	\$185.00	\$185.00
29	Hewlett Packard Laserjet M404n S/N PHDCH20526 07/01/2023 - 06/30/2024	\$90.00	\$90.00
30	Netgear 8 Port Gigabit switch S/N 3TX2717C84EF3 07/01/2023 - 06/30/2024	\$20.00	\$20.00
31	MWBytes Malwarebytes Anti Malware 1 yr subscription S/N 10764 07/01/2023 - 06/30/2024	\$35.00	\$35.00
Hardware Support Total			\$3,772.50

Subtotal	\$24,460.02
Tax	\$0.00
Total	\$24,460.02

Invoice Total \$24,460.02
Account Total \$24,460.02

THANK YOU FOR YOUR BUSINESS!

Subject: Board Item Request

From: Joshua Holtcamp <jholtcamp@whitwellmiddleschool.org>

To: Ruby Gamble <rgamble@mctns.net>

Date: Thursday, 06/15/2023 2:47 PM

Good Afternoon,

I am requesting the WMS football assistant coach (3%) be the AD supplement. *E,*
I am requesting the WMS track supplement (1%) be the volleyball supplement. *F,*

Thanks!

Dr. Joshua Holtcamp

Principal

Whitwell Middle School



Sender notified by
Mailtrack

REQUEST FOR PAYMENT

From: Callahan Mechanical Contractors
2811 - 8th Avenue
Chattanooga, TN 37407

To: Marion County Board of Education
204 Betsy Pack Drive
Jasper, TN 37347

Invoice: 38581
Draw: 6
Invoice date: 6/20/2023
Period ending date: 6/30/2023

Contract For:

Project: 22CCCC22
Whitwell High School HVAC

Contract date:

Architect:

Scope:

Request for payment:

Original contract amount	\$2,428,320.00
Approved changes	\$31,756.84
Revised contract amount	\$2,460,076.84
Contract completed to date	\$1,931,918.75
Add-ons to date	\$0.00
Taxes to date	\$0.00
Less retainage	\$64,662.44
Total completed less retainage	\$1,867,256.31
Less previous requests	\$601,065.79
Current request for payment	\$632,700.84
Current billing	\$0.00
Current additional charges	\$0.00
Current tax	\$31,635.05
Less current retainage	\$601,065.79
Current amount due	\$592,820.53
Remaining contract to bill	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	31,756.84	
Total approved this Month		
TOTALS	31,756.84	
NET CHANGES by Change Order	31,756.84	

I hereby certify that the work performed and the materials supplied to date as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Marion County Board of Education relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Callahan Mechanical Contractors

State of TN
County of Hamilton

Subscribed and sworn to before me this 20 day of June, 2023

Notary Public
My commission expires: 12/10/2023

By: [Signature]
Date: 6/20/2023

REQUEST FOR PAYMENT DETAIL

Project: 22CC22 / Whitwell High School HVAC Invoice: 38581 Draw: 6 Period Ending Date: 6/30/2023 Detail Page 2 of 3 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1	HVAC Fab/Installation	982,469.00	442,111.05	343,864.15		785,975.20	80.00	196,493.80	34,548.76
2	HVAC Equipment & AD	545,351.00	469,001.86	76,349.14		545,351.00	100.00		12,573.55
3	Electrical	398,017.84	200,640.00	115,005.00		315,645.00	79.70	80,372.84	11,432.25
4	Structural Steel	98,500.00	54,175.00	36,140.00		90,315.00	91.69	8,185.00	2,258.25
5	Ceiling	275,000.00	71,500.00			71,500.00	26.00	203,500.00	
6	Roofing	45,000.00	43,500.00	38,250.00		38,250.00	85.00	6,750.00	1,912.50
7	Cutting	58,000.00	43,500.00	14,500.00		58,000.00	100.00		1,507.50
8	Misc/Cleaning	59,739.00	18,290.00	8,592.55		26,882.55	45.00	32,856.45	429.63
Totals		2,460,076.84	1,299,217.91	632,700.84		1,931,918.75	78.53	528,158.09	64,662.44

REQUEST FOR PAYMENT DETAIL

Project: 22CCC22 / Whitwell High School HVAC Invoice: 38581 Draw: 6 Period Ending Date: 6/30/2023 Detail Page 3 of 3 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
---------	-------------	-----------------------	---------------------------	----------------------------	----------------------------	------------------------------	--------	-------------------	-------------------

<u>CO</u>	<u>CO Item and Description</u>	<u>CO Amount</u>
1		24,467.30
2		7,289.54
	Total Change Order amount	31,756.84

MARION COUNTY SCHOOLS

2024 HIGH SCHOOL GRADUATION SCHEDULE

Monday, May 13, 2024

Marion County Virtual High School 7:00 p.m.

Tuesday, May 14, 2024

South Pittsburg High School 7:00 p.m.

Thursday, May 16, 2024

Whitwell High School 7:00 p.m.

Friday, May 17, 2024

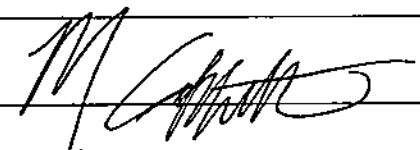
Marion County High School 7:00 p.m.

Request for Payment

Marion County Department of Education

Date: 6/20/2023 Vendor No: 4788 Payment Amount: \$ 12,493.03

Vendor: CSDG

Payment Authorized By: 

New JMS Engineering services for May 2023

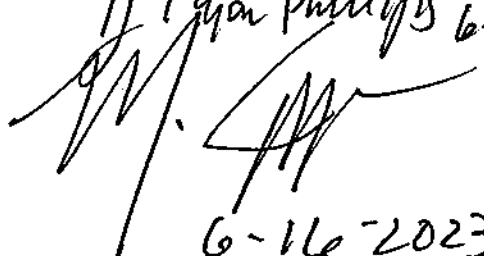
Account Codes:

Fund	178					
Sub Fund						
Function	91300					
Object	321					
Cost Center						
Sub Object (P/R)						
Amount	12,493.03					

Amount Codes Assigned By: _____

Approved via Executive Order:

M. T. Phillips 6-16-23



6-16-2023

Marion Co Schools
 Mark Griffith
 204 Betsy Park Dr
 Jasper, TN 37347

Invoice number 135487
 Date 06/14/2023
 Project 21-054-01 Jasper MS - Hwy 28

For Professional Services rendered through 05/31/2023. Payment is due within 30 days of receipt of invoice.
 Please include the CSDG invoice and project numbers on submitted checks.

Please contact Vanda Hansard with accounts receivable questions - vandah@csdgt.com

Description	Contract Amount	Percent Complete	Prior Billed	Current Billed
Original Contract dated 10/29/19				
Category 1 Boundary & Topographic Survey	13,800.00	100.00	13,800.00	0.00
Topographic Survey & Locate Right-of-Way	3,450.00	100.00	3,450.00	0.00
Regulatory Constraints Analysis	4,140.00	100.00	4,140.00	0.00
Expense Budget	500.00	100.50	502.50	0.00
Subtotal	21,890.00	100.01	21,892.50	0.00
New Contract dated 04/30/20				
Conceptual Plan	4,400.00	100.00	4,400.00	0.00
Conceptual Plan Meetings and Preliminary Consultant Coordination	3,400.00	100.00	3,400.00	0.00
Demo and Phasing Plan	2,800.00	100.00	2,800.00	0.00
Site Plan Construction Documents	18,400.00	100.00	18,400.00	0.00
Roadway Plan	5,600.00	100.00	5,600.00	0.00
Hydrologic Determination (HD)	2,300.00	100.00	2,300.00	0.00
Planning Commission Coordination	2,500.00	100.00	2,500.00	0.00
TDEC NOI Application	2,500.00	100.00	2,500.00	0.00
Permitting Assistance with Utilities and TDOT	1,700.00	100.00	1,700.00	0.00
Bid Plan and Specifications Preparation	3,500.00	100.00	3,500.00	0.00
Anticipated Printing and Travel Expense (estimated)	1,600.00	100.46	1,594.35	13.03
Post Bid, Engineering Adjustments	3,200.00	98.42	3,149.50	0.00
ADD1: Design Public Waterline	8,600.00	100.00	8,600.00	0.00
ADD1: Permits Public Waterline (City, TDEC, TDOT)	3,500.00	100.00	3,500.00	0.00
ADD1: Coordinate Pump Station Design	1,800.00	100.00	1,800.00	0.00
ADD1: Permit Pump Station (TDEC, ARAP)	2,200.00	100.00	2,200.00	0.00
ADD 2: Surveying	4,025.00	100.00	0.00	4,025.00
ADD 2: Turn Lane Design	14,000.00	39.93	0.00	5,590.00
ADD 2: TDOT Permit Request for Plan Approval	5,200.00	100.00	2,335.00	2,865.00
Subtotal	91,225.00	90.73	70,278.85	12,493.03
Total	113,115.00	92.53	92,171.35	12,493.03

Invoice total 12,493.03



CSDG

Planning | Engineering | Landscape Architecture

2306 Kline Ave, Ste 300, Nashville, TN 37211 • 615.248.9999 • cadgtn.com

Marion Co Schools
Project 21-054-01 Jasper MS - Hwy 28

Invoice number 135487
Date 06/14/2023

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
135372	05/17/2023	4,460.00	4,460.00				
	Total	4,460.00	4,460.00	0.00	0.00	0.00	0.00

Approved and Submitted by:

James T. Harrison, P.E.
Principal

Subject: Fwd: Board Agenda

From: Ruby Gamble <rgamble@mctns.net>

To: Mark Griffith <mgriffith@mctns.net>

Date: Monday, 06/19/2023 12:44 PM

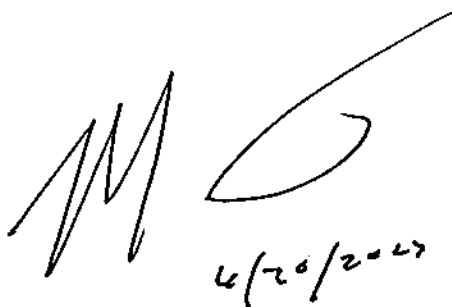
Is this something you want added for Board Approval?

~~Request Permission for Whitwell Middle School Baseball Team to form a School Support Organization (SSO) and the Softball Team to also form an SSO~~

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**



Handwritten signature of Mark Griffith, dated 6/20/2023.

--- Original message ---

Subject: Board Agenda

From: Joshua Holtcamp <jholtcamp@whitwellmiddleschool.org>

To: Ruby Gamble <rgamble@mctns.net>

Date: Friday, 06/16/2023 2:26 PM

My baseball and softball teams are wanting to begin an SSO, "dugout clubs". From my research, those organizations must be approved by the board. If this is not correct, please forgive me.

Sent from my Dr. Holtcamp's iPhone

REA, Inc
 620 Reliability Circle
 Knoxville, TN 37932
 USA

INVOICE

Invoice Number: 18576-D
 Invoice Date: Jun 28, 2023
 Page: 1

Voice: 865-675-4822
 Fax: 865-675-4843

Duplicate

Bill to:
Marion Co School BOE 204 Betsy Pack Drive Jasper, TN 37347

Ship to:
South Pitt high School 160 Ridley Ave Jasper, TN 37347

Customer ID:	Customer PO:	Payment Terms:	
MA22	142-33389	Net 30 Days	
Sales Rep ID:	Shipping Method:	Ship Date:	Due Date:
			7/28/23

Quantity	Item	Description	Unit Price	Amount
11.00		Lennox RTU's Tag: Marion Co RTU School Replacement S.Pitt High, Elem & Monteagle Elem 29-19491-3 & 4	10,167.73	111,845.00
Subtotal				111,845.00
Sales Tax				
Freight				
Total Invoice Amount				111,845.00
Payment/Credit Applied				
TOTAL				111,845.00

Check/Credit Memo No:

3% ADDITIONAL CHARGE WILL BE ADDED TO TOTAL AMOUNT IF PAYING BY CREDIT CARD.

GANN CONSTRUCTION CO., INC.

605 N. Cedar Avenue, Ste. C
P. O. Box 532
South Pittsburg, TN 37380
United States

Voice: 423-837-9311
Fax: 423-837-9312

INVOICE

Invoice Number: 23-26
Invoice Date: Jun 26, 2023
Page: 1

Duplicate

Bill To:
Marion County Board of Education 204 Betsy Pack Drive Jasper, TN 37347

Ship to:
Marion County Board of Education 204 Betsy Pack Drive Jasper, TN 37347

Customer ID	Customer PO	Payment Terms	
MARBOA	142-32820	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		6/26/23

Quantity	Item	Description	Unit Price	Amount
1.00		OUR JOB # G-2220 YOUR P O # 142-32820 CHANGE ONE PAIR OF DOORS ON THE FIRST FLOOR. 100 % COMPLETE. AMOUNT DUE.	3,500.00	3,500.00

Subtotal	3,500.00
Sales Tax	
Total Invoice Amount	3,500.00
Payment/Credit Applied	
TOTAL	3,500.00

Check/Credit Memo No:

Kaatz, Binkley, Jones, & Morris Architects, Inc

Bill To:
 Marion County Schools
 204 Betsy Pack Drive
 Jasper, TN 37347

Invoice Date **6/30/2023**
 Invoice Number **2023-06-30_2697-16**

From:
 KBJM Architects, Inc.
 1008 Charlie Daniels Parkway
 Mt. Juliet, TN 37122

New Jasper Middle -Fee based on bid amount

Total Fee based on Bid Amount	Previously Invoiced	Previously Paid	Current Invoice		Fee Remaining
\$1,867,195.00	\$1,358,650.00	\$1,358,650.00	\$60,000.00		\$448,545.00

This Invoice	\$60,000.00

Please remit to Kaatz, Binkley, Jones, & Morris Architects, Inc
 PO Box 713, Mt. Juliet TN 37122

PO Box 713
 MT JULIET, TENNESSEE 37121 - 615-754-5393

Subject: Arbiter Pay Unlimited Offer For Marion County High School

From: Arbiter Pay Unlimited <apup@arbitersports.com>

To: rogden@mctns.net <rogden@mctns.net>

Date: Monday, 01/30/2023 5:40 PM

Dear Customer,

First, let me thank you for being a loyal customer! We appreciate your business and look forward to continuing to serve you in the future.

Second, I am reaching out to share some exciting news regarding Arbiter Pay.

We are introducing a simple, transparent, UNLIMITED pricing program that removes transaction-based fees and offers a fixed-rate price per year. This change will provide peace of mind for you to use Arbiter Pay as much as you need while also providing you the ability to budget annually for a fixed amount.

Our customers wanted a way to budget their Arbiter Pay costs without the uncertainty of "per transaction" pricing. As a side benefit, because it's unlimited, now you can also pay any other contractor at no additional charge

From an operations standpoint, you will now be invoiced once for a flat fee, and then going forward, no transaction fees will be assessed as payments are made. Your fixed fee pricing will save you money versus paying per transaction. Best of all, these savings will increase as you broaden the number of officials and contractors that you pay through the system.

We're making it extremely easy to upgrade to Arbiter Pay Unlimited, here is what you need to know:

- Your year one Arbiter Pay unlimited is \$600. Multi-year discounts are available for 3 and 5-year agreements. See your pricing options below:

Pricing Option	Year 1	Year 2	Year 3	Year 4	Year 5
Three Year	\$575	\$605	\$637		
Five Year	\$550	\$580	\$612	\$645	\$679

- Call your account specialists at (801) 736-8512 to talk through your options.
- Once you select the best option for you, we will send you an agreement to sign and VOILA you are done!

If you have not made your term selection by August 14th, then we will assume that you would like to stay on transaction pricing. The 2022-2023 transaction price of \$ per transaction will go into effect on August 15th.

Frequently Asked Questions:

How was my flat-fee price set and why do schools in the same district receive different pricing?

Flat-fee prices are determined by each individual school's previous year usage (e.g. the number of digital payments/transactions made using the software)

Can our district sign an agreement incorporating all schools?

Yes! Please let us know who to contact at the district.

I'm not the signer for this agreement. Can this be changed to someone else?

Certainly. Use this link to specify who the signer should be: [Click Here for Upgrade Offer Details](#)

If you have any questions, please contact:
Email: ArbiterPayUnlimited@ArbiterSports.com
Tele: (801) 736-8512

Sincerely,

Kyle Ford

CEO

memo

To: Marion County Board
From: Rob Minton
CC: Dr. Mark Griffith, Dr. Larry Ziegler
Date: 07/10/2023
Re: RFP award

A bid advertisement was made for new wrestling mats at Marion County High School.

There were three bids submitted by the following vendors:

- BSN Sports
- EZ Flex
- Resilite

After review of the bids, it was determined BSN sports and EZ Flex did not meet all bid specifications.

I am recommending we award the bid to Resilite based on the fact they met all bid specifications. I hope you will accept my recommendation. The wrestling mats are being paid for by Marion County High School with school funds.

Rob Minton
MCHS Head Wrestling Coach

T U PARKS CONSTRUCTION COMPANY
APPLICATION AND CERTIFICATE FOR PAYMENT

6/30/2023
PAGE 1

Parks

OWNER: Marlon County Schools
204 Betsy Pack Drive
Jasper, TN 37347

CONTRACTOR: T. U. PARKS CONSTRUCTION COMPANY
1207 E 23RD STREET
CHATTANOOGA, TN 37408-2304

ARCH/ENGR: BILLY D OLIVER

SEND TO:

PHONE: (423) 648-3800
REF NO: 22M023
ATTN: South Pittsburg HS Bridge

JOB NO: 22M023
JOB DESC: South Pittsburg HS Bridge

PHONE: (423) 648-3800
REF NO: 22M023
ATTN: South Pittsburg HS Bridge

CONTRACT NO: 22M023
APPLICATION NO: 13
APPLICATION DATE: 06/30/2023
ADJUSTMENT NO:
INVOICE NO: 22M023-013
FROM DATE: 06/01/2023
THRU DATE: 06/30/2023
PAYMENT DUE DATE:
PROJECT:

Distribution to:
OWNER
ARCH/ENGR
CONTRACTOR


REMARK:

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

State of TENNESSEE County of Hamilton

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

Contractor: T. U. PARKS CONSTRUCTION COMPANY

BY:  DATE: 6/30/23

Subscribed and sworn to before me this 30th Day of June, 2023



Notary Public: 

My Commission expires: **MY COMMISSION EXPIRES OCTOBER 20, 2024**

1. ORIGINAL CONTRACT SUM	\$ 2,050,909.00
2. NET CHANGE BY CHANGE ORDERS THRU	\$ 33,485.00
3. CONTRACT SUM TO DATE	\$ 2,084,394.00
4. TOTAL COMPLETED AND STORED TO DATE	\$ 2,084,394.00
5. RETAINAGE PERCENT THIS TIME	5%
RETAINAGE TO DATE	\$ 104,219.71
6. TOTAL EARNED LESS RETAINAGE	\$ 1,980,174.29
7. LESS PREV CERTIFICATES FOR PAYMENT	\$ 1,885,584.02
8. LESS CREDIT MEMOS (1 -)	\$ 0.00
9. CURRENT PAYMENT DUE	\$ 94,610.27
10. BALANCE TO FINISH, PLUS RETAINAGE	\$ 104,219.71

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

ARCHITECT/ENGINEER: 
BY: **Billy D Oliver** DATE: _____

AMOUNT CERTIFIED \$ 94,610.27

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

S. Pittsburg HS Bridge & Elevator Tower

TU Parks Job #224023
Pay Application #13 / June 2023

A. Billing -line	B. Description	C. Sched Value	D. Previous App	E. This Period	F. Stored	G. Complete to Date	H. Balance	I. Retainage
1000	GENERAL CONDITIONS	\$ 217,888.00	\$ 217,888.00	\$ -		\$ 217,888.00	\$ -	\$ 10,884.30
1001	INSURANCE & BONDS	\$ 22,212.67	\$ 22,212.67	\$ -		\$ 22,212.67	\$ -	\$ 1,110.63
1002	GENERAL LIABILITY & GROSS RECEIPTS	\$ 24,188.88	\$ 24,188.88	\$ -		\$ 24,188.88	\$ -	\$ 1,209.44
2000	DEMOLITION	\$ 42,069.45	\$ 42,069.45	\$ -		\$ 42,069.45	\$ -	\$ 2,103.47
2001	PREFABRICATED BRIDGE	\$ 244,925.20	\$ 244,925.20	\$ -		\$ 244,925.20	\$ -	\$ 12,246.26
2002	FENCING	\$ 17,621.84	\$ 17,621.84	\$ -		\$ 17,621.84	\$ -	\$ 881.09
2003	LANDSCAPING	\$ 2,629.34	\$ 2,629.34	\$ -		\$ 2,629.34	\$ -	\$ 131.47
3000	CONCRETE	\$ 320,777.43	\$ 320,777.43	\$ -		\$ 320,777.43	\$ -	\$ 18,038.87
4000	MASONRY	\$ 59,991.04	\$ 59,991.04	\$ -		\$ 59,991.04	\$ -	\$ 2,998.55
5000	STRUCTURAL STEEL	\$ 625,046.91	\$ 625,046.91	\$ -		\$ 625,046.91	\$ -	\$ 31,252.35
6000	ROUGH CARPENTRY	\$ 13,669.42	\$ 13,669.42	\$ -		\$ 13,669.42	\$ -	\$ 683.47
7000	ROOFING	\$ 47,055.74	\$ 47,055.74	\$ (0.00)		\$ 47,055.74	\$ -	\$ 2,352.78
7001	INSULATED METAL PANELS	\$ 38,525.10	\$ 28,893.83	\$ 9,631.27		\$ 38,525.10	\$ -	\$ 1,926.26
7002	WATERPROOFING	\$ 13,041.53	\$ 13,041.53	\$ -		\$ 13,041.53	\$ -	\$ 652.08
8000	STOREFRONT & GLAZING	\$ 11,161.03	\$ 11,161.03	\$ -		\$ 11,161.03	\$ -	\$ 558.05
8000	METAL FRAMING & SHEATHING	\$ 5,019.05	\$ 5,019.05	\$ -		\$ 5,019.05	\$ -	\$ 250.95
9001	FLOORING	\$ 315.52	\$ 315.52	\$ -		\$ 315.52	\$ -	\$ 15.78
9002	PAINTING	\$ 39,790.34	\$ 36,811.31	\$ 3,979.03		\$ 39,790.34	\$ -	\$ 1,989.52
12000	CANOPY	\$ 3,807.29	\$ 3,807.29	\$ -		\$ 3,807.29	\$ -	\$ 190.36
14000	ELEVATOR	\$ 141,626.82	\$ 106,220.12	\$ 35,406.70		\$ 141,626.82	\$ -	\$ 7,081.34
15000	MECHANICAL	\$ 23,978.59	\$ 8,392.88	\$ 15,585.73		\$ 23,978.59	\$ -	\$ 1,198.98
16000	ELECTRICAL	\$ 135,568.81	\$ 122,011.93	\$ 13,556.88		\$ 135,568.81	\$ -	\$ 6,778.44
Change Orders								
20001	ELEVATOR VENDOR CHANGE ORDER	\$ 7,779.00	\$ 7,779.00	\$ -		\$ 7,779.00	\$ -	\$ 388.95
20002	FOUNDATION & RETAINING WALL CHANGE	\$ 15,271.00	\$ 15,271.00	\$ -		\$ 15,271.00	\$ -	\$ 763.63
20003	MISC CHANGES (ELEVATOR, DOORS, ELECTRICAL)	\$ 1,093.00	\$ 1,093.00	\$ -		\$ 1,093.00	\$ -	\$ 54.65
20004	Revision #3 dated 10/14/2022 (Modifications for Bridge)	\$ 7,593.00	\$ 7,593.00	\$ -		\$ 7,593.00	\$ -	\$ 379.65
20005	Slope G TO B	\$ 1,749.00	\$ 1,749.00	\$ -		\$ 1,749.00	\$ -	\$ 87.45
Estimated Totals		2,084,394.00	1,984,604.26	99,589.74	0.00	2,084,394.00	-	104,219.70

**LIEN WAIVERS
CONDITIONAL INTERIM RELEASE AND WAIVER OF LIEN RIGHTS**

To: Marion County Schools
Project: 22M023 South Pittsburg HS Bridge
Legal Description or
Address of Property
Where Project is Located: 717 Elm Avenue South Pittsburg, TN 37380
Contractor
("Contractor"): T. U. Parks Construction Company
Date of last work covered by payment request: 06/30/2023

Contractor, on its own behalf and on behalf of each of its subcontractors, does hereby release all mechanic's, materialmen's and construction liens, stop notices, equitable liens and material bond rights against the above-described Project arising out of the labor, materials and supplies purchased, acquired or furnished by Contractor or for Contractor and used on or in connection with the Project through the date of last work covered by payment request. This release is for the benefit of, and may be relied upon by, the Owner of the property where the Project is located, the general or prime Contractor, any construction or permanent lender, and the principal and surety on any labor and material bond posted for the Project (collectively, the "Benefited Parties"). Contractor does hereby represent and warrant that Contractor has paid for all labor, materials and supplies utilized, and equipment rented, by or for Contractor in connection with the Project and does hereby agree to indemnify and hold each of the Benefited Parties and the Project work, improvements and real property free and harmless from any liens or claims arising out of any breach of the foregoing representation and warranty by Contractor.

This release is effective only when Contractor is paid the sum of \$94,610.27, which represents partial payment currently due to Contractor for the Project. If payment is by check, this release is effective only when the check is paid by the bank upon which it is drawn.

Contractor Name: T. U. Parks Construction Company

By: [Signature]
Print Name: Zach Vaughn
Title: Corporate Secretary
Date: 06/30/2023

STATE OF: Tennessee

COUNTY OF: Hamilton

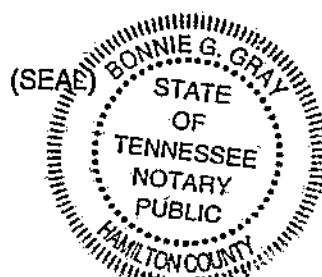
On this 30th day of June, 2023, before me, the undersigned officer, personally appeared Zach Vaughn (name of person signing), who acknowledged her/himself to be the Corporate Secretary (title of person signing) of the above-named Contractor and that s/he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My commission expires:

MY COMMISSION EXPIRES
OCTOBER 20, 2024

[Signature]
NOTARY PUBLIC



MARION COUNTY BOARD OF EDUCATION

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

Director of Schools
Dr. Mark A. Griffith

July 5, 2023

TO: Dr. Griffith and Board

FROM: Becky Bigelow

RE: Addition of Positions at Monteagle and Whitwell Elementary

I am requesting to add a teaching position at Monteagle Elementary due to the number of students enrolled requiring more intensive exceptional education services than what we are accustomed to providing which is inclusion services with some pull-out. This addition would give us two exceptional education teachers at Monteagle Elementary. Q.

Secondly, an exceptional education teaching assistant is requested for Whitwell Elementary due to the high possibility of a student enrolling with significant needs that cannot be met with current staffing. This position will only be hired with the student's enrollment. R.



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

TO: Board Members & Mark A. Griffith, Director of Schools
FROM: Becky Bigelow
DATE: June 28, 2023
RE: Request for Pre-K Curriculum Adoption

Karina Kirk, Supervisor of Pre-K, and I are requesting board approval for adoption of Connect 4 Learning published by Kaplan for all pre-K students. The adoption is state mandated and Kaplan is on the Tennessee approved curricula list for pre-K. One classroom kit will be paid from exceptional education funds (141-71200-SPEED-499) to be used in the special needs pre-K classroom. Four classroom kits will be paid from general purpose funds to be used in Title I pre-K and VPK classrooms.

Costs:

619 Classroom (special needs classroom)	1 kit	\$2,995.00
Title I pre-K and VPK Classrooms	4 kits	\$17,970.00

1

KAPLAN

EARLY LEARNING COMPANY

Tenesia Miller
 Kaplan Early Learning Company
 1310 Lewisville-Clemmons Road
 Lewisville, NC 27023-0609
 Phone: 1-800-334-2014 ext. 2232
 Email: temiller@kaplanco.com

BILL TO:

617000-2
 MARION COUNTY BD OF EDUC
 204 BETSY PACK DR
 JASPER, TN 37347-3324
 Phone: 4239423434

SHIP TO:

617000-2
 MARION COUNTY BD OF EDUC
 204 BETSY PACK DR
 JASPER, TN 37347-3324
 Phone: 4239423434

Product	Description	Qty	List Price	Price	Freight	Total	
36177	C4L_KIT_ENG2E_1YD/1C_TXP21	1	\$2,995.00	\$2,995.00	\$0.00	\$2,995.00	
				Mark For Totals	\$2,995.00	\$0.00	\$2,995.00
MRS. BIGLEOW CLASSROOM 2							
36177	C4L_KIT_ENG2E_1YD/1C_TXP21	1	\$2,995.00	\$2,995.00	\$0.00	\$2,995.00	
				Mark For Totals	\$2,995.00	\$0.00	\$2,995.00
MRS. BIGLEOW CLASSROOM 3							
36177	C4L_KIT_ENG2E_1YD/1C_TXP21	1	\$2,995.00	\$2,995.00	\$0.00	\$2,995.00	
				Mark For Totals	\$2,995.00	\$0.00	\$2,995.00
MRS. BIGLEOW CLASSROOM 4							
36177	C4L_KIT_ENG2E_1YD/1C_TXP21	1	\$2,995.00	\$2,995.00	\$0.00	\$2,995.00	
				Mark For Totals	\$2,995.00	\$0.00	\$2,995.00
MRS. BIGLEOW CLASSROOM 5							
36177	C4L_KIT_ENG2E_1YD/1C_TXP21	1	\$2,995.00	\$2,995.00	\$0.00	\$2,995.00	
				Mark For Totals	\$2,995.00	\$0.00	\$2,995.00
MRS. BIGLEOW CLASSROOM 6							
36177	C4L_KIT_ENG2E_1YD/1C_TXP21	1	\$2,995.00	\$2,995.00	\$0.00	\$2,995.00	
				Mark For Totals	\$2,995.00	\$0.00	\$2,995.00
Additional Services:							
FREIGHT	Freight	1	\$0.00	\$0.00	\$0.00	\$0.00	
Freight charges will be free for all UPS/small parcel products.							

KAPLAN®

Kaplan Early Learning Company
1310 Lewisville-Clemmons Road
Lewisville, NC 27023-0609

QUOTE #468738

Teneshia Miller
Phone: 1-800-334-2014 ext. 2232
Email: temiller@kaplanco.com

BETSO:

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MARION COUNTY BD OF EDUC
204 BETSY PACK DR
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Phone: 4239423434

SHIP TO:

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Phone: 4239423434

SubTotal \$17,970.00

Tax \$0.00

Freight \$0.00

Grand Total \$17,970.00

Quote valid for 30 days. Prices are subject to change after this period. This quote includes estimated sales tax. Applicable sales tax will be added to your invoice when this quote is approved for order processing. Please reference quote number 468738 when placing this order.

KAPLAN

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36177	C4L_KIT_ENG2E_1YD/1C_TXP21	1	\$2,995.00	\$2,995.00	\$0.00	\$2,995.00
Mark For Totals				\$2,995.00	\$0.00	\$2,995.00

Additional Services						
FREIGHT	Freight	1	\$0.00	\$0.00	\$0.00	\$0.00
Freight charges will be free for all UPS/air parcel products.						

SubTotal	\$2,995.00
Tax	\$0.00
Freight	\$0.00
Grand Total	\$2,995.00

Quote valid for 30 days. Prices are subject to change after this period. This quote includes estimated sales tax. Applicable sales tax will be added to your invoice when this quote is approved for order processing. Please reference quote number 468739 when placing this order.

**NO COST CONTRACT**

(no cost contract, involving no monetary obligation between the parties, with an individual, business, non-profit, or government entity of another state or country)

Begin Date June 7, 2023	End Date June 6, 2028	Agency Tracking # 33101-23054NC5B	Edison ID 00000000000000 00000079016
Contractor Legal Entity Name Kaplan Early Learning Company			Edison Vendor ID (optional) 0000045628
Service Caption VPK Curriculum Selection (FY23)			
Ownership/Control			
<input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American			
<input type="checkbox"/> Woman Business Enterprise (WBE)			
<input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE)			
<input type="checkbox"/> Disabled Owned Businesses (DSBE)			
<input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.			
<input type="checkbox"/> Government <input checked="" type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
<input checked="" type="checkbox"/> Competitive Award		Describe the competitive award process used. Include Solicitation Number, if applicable: Request for Qualifications (#33101-23054NC5)	
<input type="checkbox"/> Other		Describe the non-competitive award process used and submit a Special Contract Request with the applicable method described, in addition to selecting the No Cost contract type.	
CPO USE - NC			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
KAPLAN EARLY LEARNING COMPANY**

This Contract, by and between the **State of Tennessee, Department of Education** ("State") and Kaplan Early Learning Company ("Contractor") is for the provision of VPK instructional materials and training, as further defined in the "SCOPE OF SERVICES." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation
Contractor Place of Incorporation or Organization: North Carolina
Contractor Edison Registration ID #: 45628

A. SCOPE OF SERVICES:

- A.1. The Contractor shall supply and sell the curriculum, including instructional materials, student assessments, and trainings and supports, set forth in the pricing list in Attachment B, to Tennessee school districts opting to use this Contract for Voluntary Pre-K classrooms in the amounts and quantities requested. For the purposes of this Contract, school districts may be local educational agencies or other entities approved by the State.
- A.2. The Contractor shall ensure that the Curriculum is:
- a. Educational, age appropriate, aligned with the early learning standards approved by the State, and include, at a minimum, literacy, writing, math, and science skills.
 - b. One hundred percent (100%) aligned to TN Early Learning Developmental Standards ("TN-ELDS").
 - c. One hundred percent (100%) aligned to TN Foundational Skills and the Science of Reading.
 - d. Designed to be culturally and linguistically responsive
 - e. Designed to support relationships with families through family engagement materials.
- A.3. The Contractor shall provide comprehensive training for all districts and entities approved by the State that opt to use this Contract at the prices set forth in the pricing list in Attachment B. The Contractor shall ensure that the Curriculum supports individualized instruction and training that is specific to teacher manuals, other teacher supports, guides, assessments, recommendations, or tools not previously listed but offered through the Curriculum.
- A.4. The Contractor shall agree to uniformly extend all terms, conditions, and pricing through the selection process to all districts and entities approved by the State to administer a VPK program regardless of size or location that opt to use this Contract.
- a. The Contractor shall ensure that the prices of instructional materials and training opportunities listed in Attachment B, do not exceed the prices the Contractor currently offers to any other school district or educational agency in the nation. The Contractor shall provide written price reduction notice with ten (10) days of the Effective Date of this Contract.
 - b. The State approved pricing list in Attachment B shall remain firm for one year following the Effective Date of this Contract, unless the Contractor reduces the pricing, as provided in Section 4.a. of this Contract.
 - c. After the first year of the Effective Date of this Contract, the Contractor may request any updates to the pricing structure in Attachment B once per year of the Term of this Contract. To

request updates, the Contractor shall submit to the State a spreadsheet of materials and any revisions to the pricing in Attachment B. The State will review the requested updates and approve or reject the request the pricing change on the basis of increase cost of materials and manufacturing. The Contractor shall not offer any new or revised content or materials.

- 1) The Contractor shall honor the pricing for all purchase orders dated prior to an approved change in the Contractor's pricing.
- 2) Any increase in price submitted by the Contractor shall be based on the Contractor's actual cost increase due to the cost of materials and manufacturing, and the Contractor shall not increase the pricing in Attachment B without providing written cost documentation establishing or supporting the general or industry wide nature of the change. Any change in the pricing in Attachment B shall be at the sole discretion of the State.

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on **June 7, 2023** ("Effective Date") and ending on **June 6, 2028**, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

There shall be no cost to the State for the performance of services under this Contract.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Misty M. Moody, Assistant Commissioner of Early Learning
Tennessee Department of Education
710 James Robertson Parkway

Nashville TN 37243
 Misty.Moody@tn.gov
 (615) 626-1355

The Contractor:

Jennifer Lewis, General Manager of Curriculum
 Kaplan Early Learning Company
 1310 Lewisville-Clemmons Road
 jlewis@kaplanco.com
 Phone: (800) 334-2014 ext. 3286
 Fax: (336)293-1169

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.5. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.6. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part of the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.7. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the

grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.9. Prohibition of Illegal Immigrants. The requirements of Tennessee Code Ann. §12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at **Attachment A**, hereto, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tennessee Code Ann. § 12-3-309 for acts or omissions occurring after its effective date. This law requires the Chief Procurement Officer to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.10. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.11. Monitoring. The Contractor's activities conducted, and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.14. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the Parties that such Parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.16. State Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise.
- D.17. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.18. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.19. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tennessee Code Ann. §§ 9-8-101-408.

- D.20. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.22. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.23. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance of this Contract, these items shall govern in the order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes **Attachment A & B**;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.24. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being

provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

D.25. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.26. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this section shall survive the termination of the Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another such document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.27. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. § 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.28. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its

principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

IN WITNESS WHEREOF,

KAPLAN EARLY LEARNING COMPANY:

Matthew Marceron

Matthew Marceron (May 23, 2023 15:53 EDT)

May 23, 2023

CONTRACTOR SIGNATURE

DATE

Matthew Marceron - President and CEO

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

Penny

Schwinn_jc
DR. PENNY SCHWINN, COMMISSIONER

Digitally signed by Penny

Schwinn_jc

DN: cn=Penny Schwinn_jc, o, ou,

email=joanna.collins@tn.gov, c=US

Date: 2023.05.24 12:16:26 -05'00'

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	79016
CONTRACTOR LEGAL ENTITY NAME:	KAPLAN EARLY LEARNING COMPANY
EDISON VENDOR IDENTIFICATION NUMBER:	45628

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

Matthew Marceron

Matthew Marceron (May 23, 2023 15:53 EDT)

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Matthew Marceron President and CEO

PRINTED NAME AND TITLE OF SIGNATORY

May 23, 2023

DATE OF ATTESTATION

ATTACHMENT B

RESPONDENT LEGAL ENTITY NAME:	Kaplan Early Learning Company	
Line Item of cost Description	Proposed Cost (Not To Exceed Rate)	
High Quality Instructional Materials	\$ 3,295.00	/ Classroom
Shipping and Handling	\$ 225.00	/ Classroom
Training Costs	\$ 120.00	/ Person
Fees and Subscriptions	\$ 529.90	/ Year

Memo

To: Marion County Board of Education
From: Kimberly Shurett
cc: Dr. Mark Griffith
Date: July 5, 2023
Re: Marion County K-2 Standards Referenced/Based Report Card

Requesting permission to approve the grading scale for the revised K-2 standards referenced/based report card recently approved by the Board.

80-100% is a level 3
60-79% is a level 2
0-59% is a level 1

Memo

To: Marion County Board of Education
From: Kimberly Shurett
cc: Dr. Mark Griffith
Date: July 5, 2023
Re: Supplemental reading materials

Requesting permission to purchase Boost Reading (formally known as Amplify Reading), an online supplemental addition to our adopted ELA curriculum, CKLA, in the amount of \$23, 578.00.

This digital resource will be used to reinforce core instruction and provide support for K-3 students who have reading deficits.

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-205036-2
Date: 6/16/2023
Expires On: 7/16/2023

Customer Contact Information

Kimberly Shurett
Marlon Co School District
(423) 942-3434
kshurett@mctns.net

Amplify Contact Information

Chasity O'Quinn
Account Executive
coquinn@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Boost Reading Site License (251-500 students) - 1yr (2023-2024)	2.00	\$7,750.00	\$15,500.00
Boost Reading Student License - 1yr (2023-2024)	104.00	\$32.00	\$3,328.00
Boost Reading Site License (1-250 students) - 1yr (2023-2024)	1.00	\$4,750.00	\$4,750.00
TOTAL			\$23,578.00

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$0.00	\$0.00

GRAND TOTAL **\$23,578.00**

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2023 until 06/30/2024.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during

the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer

prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. **Student Data.** The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. **Customer Materials.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term; Termination.** This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and

cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Memo

To: Marion County Board of Education
From: Kimberly Shurett
Cc: Mark Griffith
Date: 7/5/2023
Re: Purchase of Aimsweb Plus

Requesting board approval for the purchase of Aimsweb Plus in the amount of \$11,900 for the 2023-2024 school year. Aimsweb Plus is a Tennessee Department of Education approved universal screener and is a requirement of the Tennessee Literacy Success Act.



Pearson

QUOTE / PROFORMA

Customer Bill-to:
MARION COUNTY DEPT OF EDUC
230 RIDLEY DR
JASPER TN, 37347

Customer Ship-to:
MARION COUNTY DEPT OF EDUC
230 RIDLEY DR
JASPER TN, 37347

NCS Pearson, Inc.
P.O Box 599700,
San Antonio, TX 78259
Tel: 800-627-7271
Tax ID No:
41-0850527

Quote/Proforma Number : 205787
Date : 15-JUN-2023
Customer Account# : 3760315
Sales Order Number : 205787
Customer PO# :
Currency : USD
Shipment Terms : Paid
Customer Tax Number :
Number of Pages : Page 1 of 2

Prices will be honored for 60 days from price quote date.
This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items) :	1700	REMITTANCE INFORMATION	
Other Charges : USD	\$0.00	Make Checks Payable to:	Bank Wire to:
Net Amount : USD	\$11,900.00	13036 COLLECTION CENTER DRIVE	Bank of America N A
Tax Total : USD	\$0.00	CHICAGO	071000039
Quote/Proforma Total : USD	\$11,900.00	60693	A/C No: 8188105388
Amount Due : USD	\$11,900.00	NCS Pearson, Inc.	SWIFT : 071000039



Pearson

Quote/Proforma Number: 205787

Page 2 of 2

Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	1700	7.00	NET		\$11,900.00

*** IMPORTANT CUSTOMER MESSAGES ***

AW+ RENEWAL QUOTE ONLY CID 66145 FOR SY 23-24

QUOTE/PROFORMA TOTALS		Subtotal	Total Other Charges	Total Tax	Total Due
	USD	\$11,900.00	USD \$0.00	USD \$0.00	USD \$11,900.00

By placing your order, you hereby agree to the Terms and Conditions which govern your purchase:

<https://www.pearsonassessments.com/footer/terms-of-sale--use.html>

For questions, please visit our support site at

<https://www.pearsonassessments.com/contact-us.html>

Marion County Department of Education

Request for Disposal / Removal of Equipment

Do not list items with values of \$250.00 or greater. Those items must be declared as "surplus property" by the board. Make a separate request for those in writing to the Program Director and / or Director of Schools. Forward all request to Inventory Asset Manager.

Item	Serial Number - or other identifying features	Funding Source	State Tag# (if applicable)	Estimated Current Value	Condition	Recommended Method of Disposal	Recipient / Location	Date Moved
Shampooer-Advance AquaClean	#1937193	General		\$0	Poor	Vendor will dispose	MCHS-Custodial	10/2023

Notes describing disposal / removal:

The machine was picked up for repair by American Paper & Twine. Parts are no longer available to repair. AP&T will dispose of the machine.


 Director of Program

6-20-23

Date

Date


 Director of Schools

7-11-2023

Date

Date

Chairman of the Board

Date

* For Program Director to Complete

MARION COUNTY DEPARTMENT OF PUPIL SERVICES OFFICE

DATE: 6/13/2023
TO: DR. MARK GRIFFITH
CC: MARION COUNTY SCHOOL BOARD MEMBERS
FROM: MACK REEVES (DIRECTOR OF PUPIL SERVICES)
RE: 2023-2024 DHA MEMBERS

The following individuals and school administrators need your approval as Discipline Hearing Authority members for the 2023-2024 School Year.

Mack Reeves	Chairman/Moderator (Director of Pupil Services)
David Smith	Attendance/Transportation, Co-Chairman
Carol Bailey	Marion Academy/ Central Office
Jackie Kirk	Marion County Juvenile Court
One Marion County School System Assistant Principal (Rotating weekly)	

DHA committee members are listed above. All Marion County Assistant Principals are on a weekly rotation thru out the year. One Assistant Principal per meeting from the county schools. The student's school administrator will not have a vote in the decision of the committee, but all decision are a majority ruling. All DHA recommendations are reviewed by the Director of School for confirmation or modification before the student can be notified of the decision. The Chairman controls the meeting and has a right to end meeting if hostile actions are shown toward committee members. DHA meetings will be held at 9:00 am on Friday's. DHA location may fluctuate from week to week.

According to TCA; voting DHA members may not be more than the number of school board members for the county. If a school cannot be present for their scheduled week, the scheduled school must swap dates with another school, in order to have a majority of the five voting members present.

memo

Marion County Board of Education

To: Marion County School Board

From: Sarah Ziegler

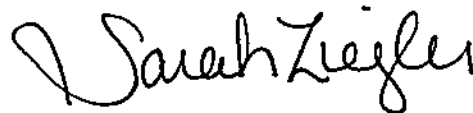
CC: Dr. Mark Griffith

Date: July 5, 2023

Re: Request Approval for ESL Teaching Position

New state board policy now prevents any federal dollars from being used to provide a salary for a require service position. For many years, Title III has provided the funding for a district-wide ESL position. To adhere to new state board policy, the position is now being needed to be covered by local/state funding. Please approve one ESL teaching position to be covered by general purpose funding.

Sincerely,



June 22, 2023
RE: Student Nurses

To Whom It May Concern:

Coordinated School Health is requesting permission for the high school nursing students to again help with the mandatory Health Screenings Coordinated School is required to do yearly. The screenings are for students in grades K, 2, 4, 6, 8. And 9. The nursing students have been great help the last two years. They are overseen at the schools by their nursing education class teachers. The students will only screen students at schools in their areas.

I respectfully ask that these teachers overseeing the nursing students not be made to use a personal/professional/sick day due to being in our schools assisting with the screenings. The teachers are the ones who manually re-check blood pressures if our digital cuffs read high. This has led to many students not having to be referred to a provider due to being a little nervous. Our elementary schools have more students screened and sometimes it does take a full day to screen at these schools.

Thank you for your consideration.

Respectfully,
Carol T. Bailey,
Director of CSH

Subject: Re: 23-24 NonFaculty Coaches

From: Ruby Gamble <rgamble@mctns.net>

To: Veronica Rogers-Horton <vrhorton@monteagleelementary.org>

Cc: Tanya Tate <ttate@mctns.net>, Mark Griffith <mgriffith@mctns.net>

Date: Thursday, 06/08/2023 8:54 AM

I spoke with Dr. Griffith and we will put the following on the **July Agenda:**

- * David Hampton - Non-Faculty Paid- Boys Basketball
- * Megan Rollins - Non-Faculty Paid - Girls Basketball

Non-Fac. Paid

Trevor Hampton - Non-Faculty Volunteer - Basketball

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 Thursday 06/08/2023 at 8:45 am, Veronica Rogers-Horton wrote:

Thank up, Ruby. This is definitely an error on my part.

Kind regards,

Veronica Rogers-Horton
Principal
Monteagle Elementary
vrhorton@mctns.net
Phone: 931-924-2136
Fax: 931-924-2104

On Thu, Jun 8, 2023 at 8:40 AM Ruby Gamble <rgamble@mctns.net> wrote:

Hi Veronica,

In looking at your email below, it didn't say the coaches were to be paid, so I assumed they were volunteers. I will give this information to Dr. Griffith and get back with you. I also will ask about Trevor Hampton, being a non-faculty **volunteer**.

Thank you,

Ruby Gamble
Executive Assistant to the Director of Schools
Board Secretary

Subject: Re: Board Agenda

From: Ruby Gamble <rgamble@mctns.net>

To: Heath Grider <hgrider@mctns.net>

Date: Wednesday, 07/05/2023 10:55 AM

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 Wednesday 07/05/2023 at 9:53 am, Heath Grider wrote:

Sorry, I continue to add people, but I could not find if Beth Webb had been approved for Girls Basketball.

I guess I should add her to make sure:

✂ Beth Webb - Head Coach - Girls Varsity Basketball - Paid Volunteer *Non-Fac. Paid

Heath Grider

Assistant Principal \ Athletic Director

South Pittsburg High School

717 Elm Avenue \ South Pittsburg, TN 37380

Phone: (423) 837-7561

[Image]

On Wednesday 07/05/2023 at 8:46 am, Ruby Gamble wrote:

No problem at all.

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 Wednesday 07/05/2023 at 8:44 am, Heath Grider wrote:

Sorry, I need to add 1 more:

Subject: Re: Board Agenda

From: Ruby Gamble <rgamble@mctns.net>

To: Heath Grider <hgrider@mctns.net>

Date: Wednesday, 07/05/2023 8:34 AM

Good morning,

I received your requests and will give those to Dr. Griffith for approval.

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 Wednesday 07/05/2023 at 8:26 am, Heath Grider wrote:

I need to add a couple coaches for board approval:

Jameson Griffith - Asst. Coach - Varsity Football - Non-paid Volunteer

✕ Chris Payne - Head Coach - Middle School Softball - Paid Volunteer ✕ *-non-Fac. Vol. Paid*

Thanks.

Heath Grider
Assistant Principal \ Athletic Director
South Pittsburg High School
717 Elm Avenue \ South Pittsburg, TN 37380
Phone: (423) 837-7561

[Image]



Subject: Re: 23-24 NonFaculty Coaches

From: Ruby Gamble <rgamble@mctns.net>

To: Veronica Rogers-Horton <vrhorton@monteagleelementary.org>

Cc: Tanya Tate <tate@mctns.net>, Mark Griffith <mgriffith@mctns.net>

Date: Thursday, 06/08/2023 8:54 AM

I spoke with Dr. Griffith and we will put the following on the **July Agenda:**

David Hampton - Non-Faculty Paid- Boys Basketball
Megan Rollins - Non-Faculty Paid - Girls Basketball

* Trevor Hampton - Non-Faculty Volunteer - Basketball

* Non-Fac. Vol

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 Thursday 06/08/2023 at 8:45 am, Veronica Rogers-Horton wrote:

Thank up, Ruby. This is definitely an error on my part.

Kind regards,

Veronica Rogers-Horton
Principal
Monteagle Elementary
vrhorton@mctns.net
Phone: 931-924-2136
Fax: 931-924-2104

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Executive Assistant to the Director of Schools
Board Secretary

Subject: Re: Board Agenda

From: Ruby Gamble <rgamble@mctns.net>

To: Heath Grider <hgrider@mctns.net>

Date: Wednesday, 07/05/2023 8:46 AM

No problem at all.

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 Wednesday 07/05/2023 at 8:44 am, Heath Grider wrote:

Sorry, I need to add 1 more:

* Brandi Pickett - Asst. Coach - Varsity Basketball Girls - non-paid volunteer **nm - Fac - Vol*

Heath Grider
Assistant Principal \ Athletic Director
South Pittsburg High School
717 Elm Avenue \ South Pittsburg, TN 37380
Phone: (423) 837-7561



[Image]

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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

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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

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Chris Payne - Head Coach - Middle School Softball - Paid Volunteer

Thanks.

Heath Grider
Assistant Principal \ Athletic Director
South Pittsburg High School
717 Elm Avenue \ South Pittsburg, TN 37380
Phone: (423) 837-7561



[Image]

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 Middle School

Teacher Making the Request: Taylor Kilgore

Teacher Email Address: tmcDaniel@whitwellmiddleschool.org

of students participating: 40

of parent chaperones: 0

Date Submitted: May 13, 2023

Position: Teacher

Class/Club: Holocaust

of teacher chaperones: 5

Overnight request requires a copy of the trip agenda attached.

METHOD OF TRANSPORTATION

School bus

(Indicate number required:)

Walking

Personal Vehicle

Charter bus

(Indicate number required: 1)

Airplane

Other

FIELD TRIP DESTINATION/TIME FRAME/PURPOSE

Destination: Har Zion Synagogue

Destination Address: 1500 Hagys Ford Road

Date(s) of trip: October 19-22, 2023

Time Schedule Requested: Attached

City: Penn Valley

One day:

Leave School: Morning Oct. 19

Leave Destination: Morning Oct. 22

Destination Phone Number: 610-667-5000

State: PA

Overnight (how many days: 3)

Arrive Destination: Evening Oct. 19

Return to school: Evening Oct. 22

Purpose of Trip: Visiting with our Philly Friends of the Railcar allows our students a chance to experience a culture different than their own. We will take a historical tour of Philadelphia to learn about our country's founding and then attend a Friday night and Saturday synagogue service. We will also complete a short activity before coming home.

What are you going to do with students not going? Stay at school with provided work.

COST PER STUDENT

Travel: \$250.00

Lunches:

Lodging: Provided by hosts

Entrance Fee/Tickets:

Food: Provided by hosts

Other:

TOTAL COST PER STUDENT: \$250.00

Funding Source: Holocaust/Har Zion Temple

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

Approve Disapprove

Approve Disapprove

Approve Disapprove

Principal: *J. H. Taylor*

Director of Schools: *M. Kilgore*

Marion County Board of Education: *J. Phelps*

Date: 6-12-2023

Date: 7-11-2023

Date: 7-10-2023

Rough agenda:

- Welcome to Valley Forge/Philly - bus tour of historic sites, run up Rocky steps (will fill day until Friday night synagogue service)
- Experience of a Friday night Shabbat service and dinner at a local synagogue
- Saturday Morning explanation "learner's" service to introduce TN community to the customs/ceremonies and rituals involved in a Jewish Shabbat synagogue service
- Afternoon relax time together at a synagogue - hike on our trail, board games, discussion groups, bonding
- Evening social activity to be determined
- Sunday morning-breakfast, "yearbook page" and goodbyes

The goal of this weekend is to go "Beyond the Railcar" as we call it ... making sure that the Paper Clips Project and its values and lessons live on beyond the film. Our world needs more face-to-face communication, non-polarizing communication and understanding that our similarities are way more powerful than our differences and that love, faith, community, tolerance and understanding still has a chance in this crazy world

MARION COUNTY BOARD OF EDUCATION

Phone: (423)942-3434
Fax: (423)942-4210

Brent Brown
Director of Facilities
204 Betsy Pack Drive
Jasper, TN 37347

Memorandum

To: School Board Members
From: Brent Brown
Date: July 10, 2023
Subject: New Certified Maintenance Carpentry Position for 2023-2024

I am requesting the approval of a new certified maintenance carpentry position for the 2023-2024 school year. The primary purpose is for additional construction expertise to assist with the many outstanding work orders.

I respectfully request your approval of this position.

Marion County Board of Education

**204 Betsy Pack Drive
Jasper, Tennessee 37347**

**Mark A. Griffith
Director of Schools**

**Telephone (423) 942-3434
Fax (423) 942-4211**

Items Added to the Consent Agenda

- 1. Request Approval to Pay Tri-con, Inc. Application #9 and the Retainage Account for the New Jasper Middle School** *Dr. Griffith*
- 2. Request Approval of Change Order #6 with Callahan Mechanical for Electrical Repairs in Kitchen at Whitwell High School, per Electrical Inspector (Repairs not to exceed \$25,000.00)** *Dr. Griffith*
- 3. Request to Approve Workers Comp and Property & Casualty Insurance 2023-2024** *Amanda Weeks*

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

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

ARCHITECTURE

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

EDUCATIONAL PLANNERS

Debbie Morris

ENGINEERING

Sandy Olandt, PE
Brandon Marvel

INTERIORS

Kathy Richards, NCIDQ,

Jenni Cozart, NCIDQ

ADMINISTRATION

Penny Phillips

July 6, 2023

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

Re: New Jasper Middle School
 KBJM Project No. 2697-14
 Pay Application #09

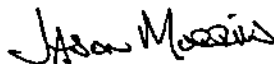
Dear Mr. Griffith:

Please find enclosed the Application and Certificate for Payment for the period ending June 30, 2023.

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

Therefore, we recommend payment of \$1,906,781.55 to Tri-Con, Inc. and \$100,356.93 to the retainage account. This brings the total paid to Tri-Con, Inc. to date to \$10,633,601.11 and the total of the retainage account to \$559,663.22.

Thank you,



Jason Morris

Kaatz, Binkley, Jones & Morris Architects, Inc.

Enclosures

(1) Tri-Con, Inc. Pay Request

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Jason Morris, KBJM Architects PROJECT: Jasper Middle School

1008 Charlie Daniels P Mt Juliet, TN 37122 15 Hwy 150 Jasper, TN 37347

FROM: Tricon, Inc. 2040 N. Ocoee St. Cleveland, TN 37311

CONTRACT FOR: General Construction

AMA DOCUMENT G702

APPLICATION NO: 9

PERIOD TO: 6/30/2023

CONTRACT DATE: 8/31/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

GENERAL CONTRACTOR: *[Signature]*
Date: 7/6/23

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

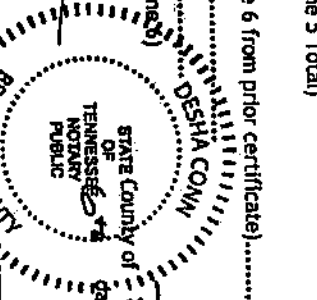
By: *[Signature]* Date: 7/6/23

AMOUNT CERTIFIED..... \$1,906,781.55
(Attach explanation if amount certified differs from the amount applied for.)

Application is made for Payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM..... \$32,649,000.00
2. Net change by Change Orders..... (\$696,507.00)
3. CONTRACT SUM TO DATE (Line 1+2)..... \$31,952,493.00
4. TOTAL COMPLETED & STORED TO DATE..... \$11,193,264.33
(Column G on G703)
5. RETAINAGE:
 - a. 5 % of Completed Work \$559,663.22
(Column D+E on G703)
 - b. 5 % of Stored Material \$0.00
(Column F on G703)
6. TOTAL EARNED LESS RETAINAGE..... \$559,663.22
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior certificate)..... \$8,726,819.56
8. CURRENT PAYMENT DUE..... \$1,906,781.55
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$21,318,891.89
(Line 3 Less Line 8)

State of: Tennessee
Subscribed and sworn to before me this 6th day of July, 2023
Notary Public: *[Signature]*
My Commission expires: 11.28.24



By: *[Signature]* Date: 7/6/2023

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: Jason Morris, KBJM Architects

PROJECT: Jasper Middle School

APPLICATION NO: 9

1008 Charlie Daniels P
Mt Juliet, TN 37122

15 Hwy 150 Jasper, TN 37347

PERIOD TO: 6/30/2023

FROM: Tricon, Inc.
2040 N. Ocoee St.
Cleveland, TN 37311

CONTRACT FOR: General Construction

CONTRACT DATE: 8/31/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
Total	50.00	-\$696,507.00
Approved this Month		
Number	Date Approved	
TOTALS		
	\$0.00	(\$696,507.00)
Net change by Change Orders (\$696,507.00)		

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

GENERAL CONTRACTOR:

By: *[Signature]*

Date: 7/6/23

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

By: ARCHITECT:

Date:

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

STATE OF TENNESSEE
NOTARY PUBLIC
BRADLEY COUNTY
JULIA J. JOLLY, 2023

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

- 1. ORIGINAL CONTRACT SUM..... \$32,649,000.00
- 2. Net change by Change Orders..... (\$696,507.00)
- 3. CONTRACT SUM TO DATE (Line 1+2)..... \$31,952,493.00
- 4. TOTAL COMPLETED & STORED TO DATE..... \$11,193,264.33

5. RETAINAGE:

- a. 5 % of Completed Work \$559,663.22
(Column D+E on G703)
- b. 5 % of Stored Material \$0.00
(Column F on G703)

- Total Retainage (Line 5a+5b or Total in Column I of G703)..... \$559,663.22
- 6. TOTAL EARNED LESS RETAINAGE..... \$10,633,601.11
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior certificate)..... \$8,726,819.56

- 8. CURRENT PAYMENT DUE..... \$1,906,781.55
- 9. BALANCE TO FINISH, PLUS RETAINAGE..... \$21,318,891.89
(Line 3 Less Line 8)

State of: Tennessee
Subscribed and sworn to before me this
Notary Public: *[Signature]*
My Commission expires: 11-28-26

Schedule of Values - New Jasper Middle School

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

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

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

APPLICATION NO: 9
 APPLICATION DATE: 07/01/23
 PERIOD TO: 06/30/23

PAGE OF PAGES

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE) %
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	General Conditions	\$1,000,000.00	\$330,000.00	\$40,000.00	\$0.00	\$0.00	\$370,000.00	37.0%	\$630,000.00	\$18,500.00
2	Mobilization	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	100.0%	\$0.00	\$7,500.00
3	Concrete	\$1,900,000.00	\$912,000.00	\$133,000.00	\$0.00	\$0.00	\$1,045,000.00	55.0%	\$855,000.00	\$52,250.00
4	Masonry	\$4,690,000.00	\$1,876,000.00	\$562,800.00	\$0.00	\$0.00	\$2,438,800.00	52.0%	\$2,251,200.00	\$121,940.00
5	Metals	\$2,603,000.00	\$989,140.00	\$52,060.00	\$0.00	\$0.00	\$1,041,200.00	40.0%	\$1,561,800.00	\$52,060.00
6	Rough Carpentry	\$60,000.00	\$18,000.00	\$6,000.00	\$0.00	\$0.00	\$24,000.00	40.0%	\$36,000.00	\$1,200.00
7	Roofing and Thermal	\$1,407,000.00	\$562,800.00	\$140,700.00	\$0.00	\$0.00	\$703,500.00	50.0%	\$703,500.00	\$35,175.00
8	Doors and Hardware	\$823,000.00	\$164,600.00	\$0.00	\$0.00	\$0.00	\$164,600.00	20.0%	\$658,400.00	\$8,230.00
9	Storefront Systems	\$230,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$230,000.00	\$0.00
10	Gyp Assemblies	\$320,000.00	\$64,000.00	\$0.00	\$0.00	\$0.00	\$64,000.00	20.0%	\$256,000.00	\$3,200.00
11	Acoustical Ceilings	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$400,000.00	\$0.00
12	Flooring	\$620,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$620,000.00	\$0.00
13	Paint	\$284,000.00	\$14,200.00	\$0.00	\$0.00	\$0.00	\$14,200.00	5.0%	\$269,800.00	\$710.00
14	Specialties	\$537,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$537,000.00	\$0.00
15	Food Service Equipment	\$942,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$942,000.00	\$0.00
16	Gym and Stage Equipment	\$156,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$156,000.00	\$0.00
17	Casework and Library Furniture	\$601,000.00	\$36,060.00	\$0.00	\$0.00	\$0.00	\$36,060.00	6.0%	\$564,940.00	\$1,803.00
18	Bleachers and Auditorium Seating	\$300,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	5.0%	\$285,000.00	\$750.00
19	Fire Suppression System	\$562,000.00	\$196,700.00	\$112,400.00	\$0.00	\$0.00	\$309,100.00	55.0%	\$252,900.00	\$15,455.00
20	Plumbing System	\$1,520,000.00	\$684,000.00	\$152,000.00	\$0.00	\$0.00	\$836,000.00	55.0%	\$684,000.00	\$41,800.00
21	HVAC System	\$2,070,000.00	\$207,000.00	\$207,000.00	\$0.00	\$0.00	\$414,000.00	20.0%	\$1,656,000.00	\$20,700.00
22	Electrical System	\$2,800,000.00	\$560,000.00	\$140,000.00	\$0.00	\$0.00	\$700,000.00	25.0%	\$2,100,000.00	\$35,000.00
23	Earthwork and Storm System	\$2,060,000.00	\$1,442,000.00	\$206,000.00	\$0.00	\$0.00	\$1,648,000.00	80.0%	\$412,000.00	\$82,400.00
24	Asphalt Paving	\$762,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$762,000.00	\$0.00
25	Landscaping and Fencing	\$154,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$154,000.00	\$0.00
26	Site Utilities	\$320,000.00	\$112,000.00	\$112,000.00	\$0.00	\$0.00	\$224,000.00	70.0%	\$96,000.00	\$11,200.00
	Allowances									
27	Testing: Engineered Earth Fill	\$ 75,000.00	\$24,750.00	\$0.00	\$0.00	\$0.00	\$24,750.00	33.0%	\$50,250.00	\$1,237.50
28	Testing: Concrete and Asphalt Paving	\$ 75,000.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00	24.0%	\$57,000.00	\$900.00
29	Testing: Structural	\$ 75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$75,000.00	\$0.00
30	Discretionary Fund	\$ 976,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$976,232.00	\$0.00
	ASI 01 - VE Items	\$ (81,000.00)	-\$81,000.00	\$0.00	\$0.00	\$0.00	-\$81,000.00	100.0%	\$0.00	(\$4,050.00)
	ASI 05 - COR 03 and 04	\$ 87,027.00	\$39,162.15	\$0.00	\$0.00	\$0.00	\$39,162.15	45.0%	\$47,864.85	\$1,958.11
	ASI 08 - COR 06, 07, and 08	\$ 23,862.00	\$23,862.00	\$0.00	\$0.00	\$0.00	\$23,862.00	100.0%	\$0.00	\$1,193.10

31	State Fire Marshal and Local Codes Changes	\$ 75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$75,000.00	\$0.00	\$0.00
32	Civil Engineers	\$ 45,000.00	\$0.00	\$2,093.00	\$0.00	\$2,093.00	\$0.00	\$42,907.00	\$104.65	4.7%	\$42,907.00	\$104.65	\$0.00
33	Permits and Fees for Civil	\$ 175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,000.00	\$0.00	0.0%	\$175,000.00	\$0.00	\$0.00
34	Soil Erosion and Silt Control	\$ 38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00	\$0.00	0.0%	\$38,000.00	\$0.00	\$0.00
35	TDOT Index (30% Increase)	\$ 38,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,400.00	\$0.00	0.0%	\$38,400.00	\$0.00	\$0.00
36	Electrical Permits and Fees	\$ 100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	0.0%	\$100,000.00	\$0.00	\$0.00
37	Additional Earthwork 1	\$ 208,000.00	\$94,424.00	\$0.00	\$0.00	\$94,424.00	\$0.00	\$113,576.00	\$4,721.20	45.4%	\$113,576.00	\$4,721.20	\$0.00
38	Sewer Lift Station (\$696,507)	\$ 1,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	\$0.00	0.0%	\$1,500,000.00	\$0.00	\$0.00
39	Additional Earthwork 2 - Pond	\$ 75,000.00	\$29,130.00	\$0.00	\$0.00	\$29,130.00	\$0.00	\$45,870.00	\$1,456.50	38.8%	\$45,870.00	\$1,456.50	\$0.00
40	Additional Earthwork 3 - Ground Water	\$ 75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00	\$0.00	0.0%	\$75,000.00	\$0.00	\$0.00
41	Additional Earthwork 4 - Footings	\$ 75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00	\$0.00	0.0%	\$75,000.00	\$0.00	\$0.00
42	Additional Earthwork 5 - Asphalt Soil	\$ 75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00	\$0.00	0.0%	\$75,000.00	\$0.00	\$0.00
	Change Order #2	\$ (696,507.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$696,507.00)	\$0.00	0.0%	(\$696,507.00)	\$0.00	\$0.00
44	P&P Bond	\$300,000.00	\$300,000.00	\$0.00	\$0.00	\$300,000.00	\$0.00	\$0.00	\$15,000.00	100.0%	\$0.00	\$15,000.00	\$0.00
45	Overhead and Profit	\$1,394,130.00	\$404,297.70	\$83,647.80	\$0.00	\$487,945.50	\$0.00	\$906,184.50	\$24,397.28	35.0%	\$906,184.50	\$24,397.28	\$0.00
	GRAND TOTALS	\$31,952,493.00	\$9,186,125.85	\$2,007,138.48	\$0.00	\$11,193,264.33	\$0.00	\$20,759,228.67	\$559,663.22	35.03%	\$20,759,228.67	\$559,663.22	\$0.00

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

{PROJECT: Jasper Middle School}

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

NOW THEREFORE, for and in consideration of the payment made by the Owner to Tri-Con, Inc. the sum of \$1,858,707.35 does hereby forever waive, release, relinquish, and remise to the extent of said payment and all previous payments heretofore received, and all liens, claims or demands against the Owner of below described Project, the right to assert a mechanic's and materialmen's lien pursuant to T.C.A.66-11-101 et. Seq., and/or any claim for quantum meruit or unjust enrichment, scheduling damages, increased costs, delays, acceleration, whether existing now or arising in the future, for and on account of labor and materials furnished and rendered to the Owner and improvement of the following described Project:

{ Jasper Middle School }

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

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

Dated this 6TH of JULY, 2023.

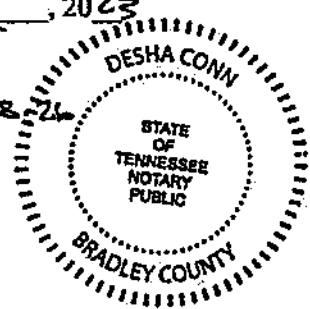
Contractor Name

[Signature]

Sworn to and subscribed before me this 6th day of July, 2023

[Signature]
Notary Public

My Commission Expires: 11-28-26



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

{PROJECT: Jasper Middle School}

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

NOW THEREFORE, for and in consideration of the payment made by the Owner to Tri-Con, Inc. the sum of \$1,906,781.55, when received, does hereby forever waive, release, relinquish, and remise to the extent of said payment and all previous payments heretofore received, and all liens, claims or demands against the Owner of below described Project, the right to assert a mechanic's and materialmen's lien pursuant to T.C.A.66-11-101 et. Seq., and/or any claim for quantum meruit or unjust enrichment, scheduling damages, increased costs, delays, acceleration, whether existing now or arising in the future, for and on account of labor and materials furnished and rendered to the Owner and improvement of the following described Project:

{PROJECT: Jasper Middle School}

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

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

Dated this 6th of JULY, 2023.

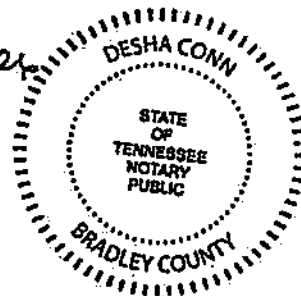
Contractor Name

[Signature]

Sworn to and subscribed before me this 6th day of July, 2023

[Signature]
Notary Public

My Commission Expires: 11-28-24





2811 - 8th Avenue
Chattanooga, TN 37407
Ph : 423-622-2280

Change Request

To: Mark Griffith
Marion County Board of Educati
204 Betsy Pack Drive
Jasper, TN 37347

Number: 6
Date: 7/7/23
Job: 22-CC-C22 Whitwell High School HVAC
Phone:

Description: Electrical Repairs Kitchen

Reason: Change in Scope

We are pleased to offer the following specifications and pricing to make the following changes:

Electrical changes and repairs to the kitchen

No to exceed \$25,000.00

Description	Labor	Material	Equipment	Subcontract	Other	Price
						Subtotal: <u>\$0.00</u>
						Total: <u>\$0.00</u>

If you have any questions, please contact me at 423-622-2280.

Submitted by: Chris Callahan
Callahan Mechanical

Approved by: _____
Date: _____

Cc: Randy Gilliam (Marion County Board of Educati)

Request for Payment

Marion County Department of Education

Date: 7/7/23 Vendor No: 2985 Payment Amount: 310,829.00

Vendor: Public Risk Insurors

Payment Authorized By: _____

2023-24 Property, Auto, Umbrella Insurance Renewal

Account Codes:

Fund	141					
Sub Fund						
Function	72610					
Object	502					
Cost Center	OPERA					
Amount	310,829.00					

Amount Codes Assigned By: _____

**PUBLIC RISK
INSURORS**



INVOICE

Public Risk Insurors
1881 Gen. George Patton Drive, Suite 105
Franklin, TN 37067
Office: 615.369.0646

Marion County Board of Education
Attn: Amanda Weeks
204 Betsy Pack Drive
Jasper, TN 37347

July 7, 2023

Insured: Marion County Board of Education

Carrier: Liberty Mutual

Policy Effective Date: 07/01/2023 Policy Expiration Date: 07/01/2024

<u>Policy Numbers:</u>	<u>Line of Coverage:</u>	<u>Premium Due:</u>
YU2-Z51-293325-053	Property	\$ 195,641.00
AS2-Z51-293325-013	Auto Liability/Physical Damage	\$ 18,725.00
TH7-Z51-293325-073	Umbrella	\$ 7,866.00
TB2-Z51-293325-023	General Liability	\$ 61,105.00
YCC-Z51-293325-063	Crime	\$ 3,058.00
R62-Z51-293325-033	School Leaders E & O Liability	\$ 20,002.00
R32-Z51-293325-043	Law Enforcement Liability	\$ 4,432.00

Invoice # 3850-AP3

Transaction Type: 2023-2024 Renewal of Policies

TOTAL AMOUNT DUE \$ 310,829.00

Please make payable and remit by July 17, 2023 to:

Public Risk Insurors
Attn: Operations Manager
1881 Gen. George Patton Drive, Suite 105
Franklin, TN 37067

Notes: 2023-2024 Renewal of Property Package, Auto, and Umbrella Policies.

Thank you for your business!

Request for Payment
Marion County Department of Education

Date: 7/7/23 Vendor No: 2985 Payment Amount: 55,858.00

Vendor: Public Risk Insurors

Payment Authorized By: _____

2023-24 Student Accident Insurance Renewal

Account Codes:

Fund	141					
Sub Fund						
Function	72610					
Object	502					
Cost Center	OPERA					
Amount	55,858.00					

Amount Codes Assigned By: _____

INVOICE

Public Risk Insurors
1881 Gen. George Patton Drive, Suite 105
Franklin, TN 37067
Office: 615.369.0646

**PUBLIC RISK
INSURORS**



Marion County Board of Education
Attn: Amanda Weeks
204 Betsy Pack Drive
Jasper, TN 37347

July 7, 2023

Insured: Marion County Board of Education

Carrier: Berkley Accident and Health

Policy Effective Date: 7/01/2023

Policy Expiration Date: 7/01/2024

Invoice # 2808-AP	Transaction Type: Renewal Student Accident Policy	
<u>Policy Number:</u>	<u>Line of Coverage:</u>	<u>Premium Due:</u>
KSA L003000022808	Student Accident	\$55,858.00
TOTAL AMOUNT DUE		<u>\$55,858.00</u>

Please make payable and remit by July 17, 2023 to:

Public Risk Insurors
Attn: Operations Manager
1881 Gen. George Patton Drive, Suite 105
Franklin, TN 37067

Notes: 2023-2024 Student Accident Policy

Thank you for your business!