

*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 #21 and the Retainage Account for the New Jasper Middle School *Dr. Griffith*
2. New Board Policy 4.214 "Use of Artificial Intelligence Programs" *Dr. Griffith*
3. Amend Board Policy 6.316 "Suspension/Expulsion/Remand" *Dr. Griffith*
4. Approve Copier Contract with Beeler Impression for Jasper Middle School *Dr. Griffith*
5. Budget Amendments: (2) Federal Projects Fund 142 Amendment #12  
(Approved by Executive Order 6/26/2024) *Amanda Weeks*
6. Request Approval of Consolidated Funding Application (CFA) *Becky Bigelow*
7. Request Approval of Contract with Sunbelt for Exceptional Education Teacher(s) for the 2024-2025 School Year *Becky Bigelow*
8. Request Approval of Contract with Soliant for Exceptional Education Teacher(s) for the 2024-2025 School Year *Becky Bigelow*
9. Request Approval of TCAT Welding Stipend *Sherry Prince*
10. Approve School Sports Schedules:  
Whitwell Middle School - Softball

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

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

**ARCHITECTURE**

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

**ADMINISTRATION**

Penny Phillips

**ENGINEERING**

Sandy Olandt, PE

**INTERIORS**

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

**EDUCATIONAL PLANNERS**

Debbie Morris  
Dr. Donna L. Wright

July 1, 2024

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

Re:    New Jasper Middle School  
      KBJM Project No. 2697-14  
      Pay Application #21

Dear Mr. Griffith:

Please find enclosed the Application and Certificate for Payment for the period ending June 30, 2024.

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

Therefore, we recommend payment of \$678,784.41 to Tri-Con, Inc., and \$35,725.49 to the retainage account. This brings the total paid to Tri-Con, Inc. to date to \$28,884,675.59 and the total of the retainage account to \$1,520,246.08.

Thank you,



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

Enclosures

(1) Tri-Con, Inc. Pay Request

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702

TO: Jason Morris, KBJM Architects  
 1008 Charlie Daniels P  
 Mt Juliet, TN 37122

PROJECT: Jasper Middle School  
 15 Hwy 150 Jasper, TN 37347

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

CONTRACT FOR: General Construction

APPLICATION NO: 21

PERIOD TO: 6/30/2024

CONTRACT DATE: 8/31/2022

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

**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)
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.

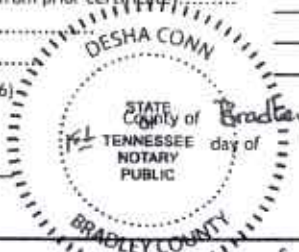
GENERAL CONTRACTOR:

*Andrew C...*

7-1-24  
 Date:

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.....	\$30,404,921.67
(Column G on G703)	
5. RETAINAGE:	
a. 5 % of Completed Work	\$1,520,246.08
(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).....	\$1,520,246.08
6. TOTAL EARNED LESS RETAINAGE.....	\$28,884,675.59
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior certificate).....	\$28,205,891.18
8. CURRENT PAYMENT DUE.....	\$678,784.41
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$3,067,817.41
(Line 3 Less Line 6)	

State of: Tennessee  
 Subscribed and sworn to before me this  
 Notary Public: *D. S. ...*  
 My Commission expires: 11-28-26



**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..... \$ 678,784.41  
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: *Jason Morris* Date: 7/1/24

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

Schedule of Values - New Jasper Middle School

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

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

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

APPLICATION NO: 21  
 APPLICATION DATE: 06/30/24  
 PERIOD TO: 06/30/24

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)  5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	General Conditions	\$1,000,000.00	\$880,000.00	\$70,000.00	\$0.00	\$950,000.00	95.0%	\$50,000.00	\$47,500.00
2	Mobilization	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	100.0%	\$0.00	\$7,500.00
3	Concrete	\$1,900,000.00	\$1,843,000.00	\$57,000.00	\$0.00	\$1,900,000.00	100.0%	\$0.00	\$95,000.00
4	Masonry	\$4,690,000.00	\$4,690,000.00	\$0.00	\$0.00	\$4,690,000.00	100.0%	\$0.00	\$234,500.00
5	Metals	\$2,603,000.00	\$2,603,000.00	\$0.00	\$0.00	\$2,603,000.00	100.0%	\$0.00	\$130,150.00
6	Rough Carpentry	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	100.0%	\$0.00	\$3,000.00
7	Roofing and Thermal	\$1,407,000.00	\$1,407,000.00	\$0.00	\$0.00	\$1,407,000.00	100.0%	\$0.00	\$70,350.00
8	Doors and Hardware	\$823,000.00	\$806,540.00	\$16,460.00	\$0.00	\$823,000.00	100.0%	\$0.00	\$41,150.00
9	Storefront Systems	\$230,000.00	\$230,000.00	\$0.00	\$0.00	\$230,000.00	100.0%	\$0.00	\$11,500.00
10	Gyp Assemblies	\$320,000.00	\$320,000.00	\$0.00	\$0.00	\$320,000.00	100.0%	\$0.00	\$16,000.00
11	Acoustical Ceilings	\$400,000.00	\$392,000.00	\$8,000.00	\$0.00	\$400,000.00	100.0%	\$0.00	\$20,000.00
12	Flooring	\$620,000.00	\$589,000.00	\$31,000.00	\$0.00	\$620,000.00	100.0%	\$0.00	\$31,000.00
13	Paint	\$284,000.00	\$255,600.00	\$14,200.00	\$0.00	\$269,800.00	95.0%	\$14,200.00	\$13,490.00
14	Specialties	\$537,000.00	\$483,300.00	\$53,700.00	\$0.00	\$537,000.00	100.0%	\$0.00	\$26,850.00
15	Food Service Equipment	\$942,000.00	\$847,800.00	\$94,200.00	\$0.00	\$942,000.00	100.0%	\$0.00	\$47,100.00
16	Gym and Stage Equipment	\$156,000.00	\$124,800.00	\$0.00	\$0.00	\$124,800.00	80.0%	\$31,200.00	\$6,240.00
17	Casework and Library Furniture	\$601,000.00	\$570,950.00	\$30,050.00	\$0.00	\$601,000.00	100.0%	\$0.00	\$30,050.00
18	Bleachers and Auditorium Seating	\$300,000.00	\$270,000.00	\$30,000.00	\$0.00	\$300,000.00	100.0%	\$0.00	\$15,000.00
19	Fire Suppression System	\$562,000.00	\$556,380.00	\$5,620.00	\$0.00	\$562,000.00	100.0%	\$0.00	\$28,100.00
20	Plumbing System	\$1,520,000.00	\$1,504,800.00	\$15,200.00	\$0.00	\$1,520,000.00	100.0%	\$0.00	\$76,000.00
21	HVAC System	\$2,070,000.00	\$2,007,900.00	\$0.00	\$0.00	\$2,007,900.00	97.0%	\$62,100.00	\$100,395.00
22	Electrical System	\$2,800,000.00	\$2,772,000.00	\$28,000.00	\$0.00	\$2,800,000.00	100.0%	\$0.00	\$140,000.00
23	Earthwork and Storm System	\$2,060,000.00	\$2,018,800.00	\$0.00	\$0.00	\$2,018,800.00	98.0%	\$41,200.00	\$100,940.00
24	Asphalt Paving	\$762,000.00	\$609,600.00	\$114,300.00	\$0.00	\$723,900.00	95.0%	\$38,100.00	\$36,195.00
25	Landscaping and Fencing	\$154,000.00	\$61,600.00	\$61,600.00	\$0.00	\$123,200.00	80.0%	\$30,800.00	\$6,160.00
26	Site Utilities	\$320,000.00	\$320,000.00	\$0.00	\$0.00	\$320,000.00	100.0%	\$0.00	\$16,000.00
<b>Allowances</b>									
27	Testing: Engineered Earth Fill	\$ 75,000.00	\$30,230.20	\$1,475.00	\$0.00	\$31,705.20	40.3%	\$43,294.80	\$1,585.26
28	Testing: Concrete and Asphalt Paving	\$ 75,000.00	\$33,000.00	\$0.00	\$0.00	\$33,000.00	44.0%	\$42,000.00	\$1,650.00
29	Testing: Structural	\$ 75,000.00	\$10,500.00	\$0.00	\$0.00	\$10,500.00	14.0%	\$64,500.00	\$525.00
30	Discretionary Fund	\$ 374,736.86	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$374,736.86	\$0.00
	ASI 01 - VE Items	\$ (81,000.00)	-\$81,000.00	\$0.00	\$0.00	-\$81,000.00	100.0%	\$0.00	(\$4,050.00)
	ASI 05 - COR 03 and 04	\$ 87,027.00	\$87,027.00	\$0.00	\$0.00	\$87,027.00	100.0%	\$0.00	\$4,351.35
	ASI 08 - COR 06, 07, and 08	\$ 23,862.00	\$23,862.00	\$0.00	\$0.00	\$23,862.00	100.0%	\$0.00	\$1,193.10

ASI 11 - COR 10	\$ (91,065.00)	-\$91,065.00	\$0.00	\$0.00	-\$91,065.00	100.0%	\$0.00	(\$4,553.25)
ASI 12 - COR 09	\$ 10,750.00	\$10,750.00	\$0.00	\$0.00	\$10,750.00	100.0%	\$0.00	\$537.50
ASI 13 - COR 12 thru 16	\$ 53,664.00	\$53,664.00	\$0.00	\$0.00	\$53,664.00	100.0%	\$0.00	\$2,683.20
ASI 11 - COR 11 and 17	\$ 10,183.00	\$10,183.00	\$0.00	\$0.00	\$10,183.00	100.0%	\$0.00	\$509.15
CCD1 - COR 20 thru 23 and Partial 24	\$ 209,583.14	\$146,708.20	\$0.00	\$0.00	\$146,708.20	70.0%	\$62,874.94	\$7,335.41
CCD2 - COR 22 24 25 27	\$ 341,575.00	\$239,102.50	\$0.00	\$0.00	\$239,102.50	70.0%	\$102,472.50	\$11,955.13
ASI 18 - COR 28-31	\$ 18,774.00	\$18,774.00	\$0.00	\$0.00	\$18,774.00	100.0%	\$0.00	\$938.70
(# to be issued) Stage curtain support, roof build up, door changes	\$ 21,380.00	\$0.00	\$21,380.00	\$0.00	\$21,380.00	100.0%	\$0.00	\$1,069.00
31 State Fire Marshal and Local Codes Changes	\$ 75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$75,000.00	\$0.00
32 Civil Engineers	\$ 45,000.00	\$35,550.00	\$4,549.12	\$0.00	\$40,099.12	89.0%	\$4,900.88	\$2,004.96
33 Permits and Fees for Civil	\$ 175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$175,000.00	\$0.00
34 Soil Erosion and Silt Control	\$ 38,000.00	\$14,440.00	\$15,951.88	\$0.00	\$30,391.88	42.0%	\$7,608.12	\$1,519.59
35 TDOT Index (30% Increase)	\$ 38,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$38,400.00	\$0.00
36 Electrical Permits and Fees	\$ 100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$100,000.00	\$0.00
37 Additional Earthwork 1	\$ 208,000.00	\$208,000.00	\$0.00	\$0.00	\$208,000.00	100.0%	\$0.00	\$10,400.00
38 Sewer Lift Station (\$803,493)	\$ 1,500,000.00	\$795,000.00	\$0.00	\$0.00	\$795,000.00	53.0%	\$705,000.00	\$39,750.00
39 Additional Earthwork 2 - Pond	\$ 75,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00	100.0%	\$0.00	\$3,750.00
40 Additional Earthwork 3 - Ground Water	\$ 75,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00	100.0%	\$0.00	\$3,750.00
41 Additional Earthwork 4 - Footings	\$ 75,000.00	\$39,016.28	\$0.00	\$0.00	\$39,016.28	52.0%	\$35,983.73	\$1,950.81
42 Additional Earthwork 5 - Asphalt Soil	\$ 75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$75,000.00	\$0.00
Change Order #2	\$ (696,507.00)	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	(\$696,507.00)	\$0.00
44 P&P Bond	\$300,000.00	\$300,000.00	\$0.00	\$0.00	\$300,000.00	100.0%	\$0.00	\$15,000.00
45 Overhead and Profit	\$1,394,130.00	\$1,282,599.60	\$41,823.90	\$0.00	\$1,324,423.50	95.0%	\$69,706.50	\$66,221.18
<b>GRAND TOTALS</b>	<b>\$31,952,493.00</b>	<b>\$29,690,411.78</b>	<b>\$714,509.89</b>	<b>\$0.00</b>	<b>\$30,404,921.67</b>	<b>95.16%</b>	<b>\$1,547,571.33</b>	<b>\$1,520,246.08</b>

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

**{PROJECT: Jasper Middle School}**

I Andrew Conn, 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 \$678,784.41, 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 1<sup>st</sup> of July, 2024.

Contractor Name

Andrew Conn

Sworn to and subscribed before me this 1<sup>st</sup> day of July, 2024

DeSha Conn  
Notary Public

My Commission Expires: 11-28-26



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

**{PROJECT: Jasper Middle School}**

I Andrew Conn, 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 \$1,215,633.27 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 1<sup>st</sup> of July, 2024.

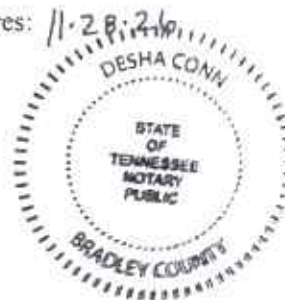
Contractor Name

Andrew Conn

Sworn to and subscribed before me this 1<sup>st</sup> day of July, 2024

Debra Conn  
Notary Public

My Commission Expires: 11-28-26



# Marion County Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Use of Artificial Intelligence Programs</b>	Descriptor Code: <b>4.214</b>	Issued Date: <b>07/08/24</b>
		Rescinds:	Issued:

1 *General*

2 Artificial Intelligence (AI) programs as defined by state law may be used by staff and students in the  
3 district.<sup>1</sup>

4 Only approved AI programs may be utilized in student instruction or in completing student work. The  
5 Director of Schools shall develop a procedure for staff to submit additional programs for approval.

6 District technology staff are tasked with overseeing the implementation of AI programs. These staff  
7 members will review artificial intelligence programs to ensure compliance with district policies as well  
8 as state and federal student data privacy laws and present recommendations to the Director of Schools  
9 for approval. Any approved programs shall be accessible to all students.

10 Employees shall not place personally identifiable information, financial information, intellectual  
11 property, or other confidential information into an AI system.

12 The Director of Schools shall incorporate training programs on AI into professional development for  
13 district staff. This training shall focus on responsible use of AI and best practices for use in school  
14 settings and include instruction regarding personally identifiable information and the need to comply  
15 with state and federal data privacy laws. Emphasis shall be placed on the importance of securing and  
16 properly storing any data that is collected by the district in compliance with state and federal law.

17 **STAFF USE**

18 Staff may use AI in the completion of their own work. This may include, but not be limited to, drafting  
19 communications, notes, images, and the development of content for instructional or administrative  
20 purposes, as well as analyzing data and information. The following requirements shall be adhered to  
21 when using AI in the completion of work:

22 1. Employees shall disclose their use of a generative AI tool if failure to do so would:

- 23 a. Violate the terms of the use of the AI tool;
- 24 b. Would mislead a supervisor or others as to the nature of the work; or
- 25 c. Would be inconsistent with the teacher code of ethic;<sup>2</sup>

26  
27

28 2. Employees shall take all reasonable precautions to ensure the security of private student data  
29 when utilizing AI programs;



- 1 3. Outputs from AI programs shall be verified by reliable sources and reviewed prior to use in order
- 2 to reduce the risk of errors and inaccuracies;
- 3 4. Outputs shall not be incorporated into proprietary content or works;

#### 4 **STUDENT USE**

5 Teachers may allow students to use approved AI programs for instructional purposes. Any such use shall  
6 align with approved instructional standards and curriculum. Prior to using AI, teachers shall ensure  
7 students are provided with appropriate instruction on the responsible use of AI.

#### 8 **ACADEMIC INTEGRITY**

9 Students shall be instructed on responsible use standards including but not limited to the following:

- 10 1. Effective use of generative AI;
- 11
- 12 2. When it is appropriate to use AI in assignments;
- 13
- 14 3. How to determine whether AI responses are accurate;
- 15
- 16 4. Users assume responsibility for incorporating AI content responsibly; and
- 17
- 18 5. The difference between cheating and seeking support.

#### 19 **NOTICE TO PARENTS**

20 The Director of Schools shall provide notice to parent(s)/guardian(s) about the use of AI programs in the  
21 district. An approved list of AI programs will be provided by posting on the website and inclusion in the  
22 student handbook.

#### 23 **REPORTING**

24 The Director of Schools shall submit a report to the Board of Education each June on how this policy  
25 will be enforced in the upcoming school year. The Board shall approve the report and the Director shall  
26 submit it to the Department of Education by July 1<sup>st</sup>.

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##### Legal References

1. [Public Acts of 2024, Chapter No. 550](#)
2. [TCA 49-5-1001](#)

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##### Cross References

Use of the Internet 4.406

# Marion County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in April	<b>Suspension/Expulsion/Remand</b>	6.316	7/8/24
		Rescinds: 6.316	Issued: 11/29/21

## DEFINITIONS: <sup>1</sup>

**Suspension:** dismissed from attendance at school for any reason not more than ten (10) consecutive days. Multiple suspensions shall not run consecutively, nor shall multiple suspensions be applied to avoid expulsion from school.

**Expulsion:** removal from attendance for more than ten (10) consecutive days or more than fifteen (15) days in a month of school attendance. Multiple suspensions that occur consecutively shall constitute expulsion.

**Remand:** assignment to an alternative school.

## IN-SCHOOL SUSPENSION: <sup>2</sup>

1. Students given an in-school suspension in excess of one (1) day from classes shall attend either special classes attended only by students guilty of misconduct or be placed in an isolated area appropriate for study; and
2. Personnel responsible for in-school suspension will see that each student is supervised at all times and has textbooks and classwork assignments from his/her regular teachers. Students given in school suspension shall be required to complete academic assignments and shall receive credit for work completed.

## PROCEDURES FOR IN-SCHOOL SUSPENSION AND EXPULSION: <sup>3</sup>

1. Unless the student's continued presence in the school, class or school-related activity presents an immediate danger to the student or other persons or property, no principal shall suspend/expel any student until that student has been advised of the nature of his/her misconduct, questioned about it, and allowed to give an explanation.
2. Upon suspension/expulsion of any student (in-school suspension in excess of one (1) day), the principal shall make an immediate attempt to contact the parent or guardian to inform them of the suspension/expulsion. The student shall not be sent home before the end of the school day unless the parent or guardian has been contacted.
3. The principal shall notify the parent or guardian and the director of schools or designee in writing:
  - a. Of the suspension/expulsion and the cause for it; and
  - b. A request for a meeting with the parent or guardian, student and principal, to be held as soon as possible, but no later than five (5) days following the suspension/expulsion.

4. Immediately following the scheduled meeting, whether or not attended by the parent or guardian or student, the principal shall determine the length of the suspension/expulsion and set conditions for readmission. If the principal determines the length of the suspension to be between six (6) and the maximum of ten (10) days, the principal shall develop and implement a plan for correcting the behavior when the student returns to school.

5. If at the time of the suspension the principal determines that an offense has been committed which, in the judgment of the principal would justify a suspension/expulsion for more than ten (10) days, he/she may suspend/expel/remand the student unconditionally for a specified period of time or upon such terms and conditions as are deemed reasonable.

6. The principal shall immediately give written or actual notice to the parent or guardian and the student of the right to appeal the decision to suspend/expel/remand for more than ten (10) days. All appeals must be filed, orally or in writing, within five (5) days after receipt of the notice and may be filed by the parent or guardian, the student or any person holding a teaching license who is employed by the school system if requested by the student.

7. The appeal from this decision shall be to the Board or to a disciplinary hearing authority appointed by the Board.

8. If the suspension/expulsion occurs during the last ten (10) days of any term or semester, the student shall be permitted to take such final examinations or submit such required work as necessary to complete the course of instruction for that semester, subject to conditions prescribed by the principal.

9. The student will be given the opportunity to attend the Marion County Alternative school for the assigned days (1-10), student will be allowed to continue all course studies and test given during their short-term placement. Course work will be School for the number of days assigned by the building principal. By attending the sent from the student's teachers by the building administrator. If student elects to take the short-term suspension at home. Student is not in school; therefore, student will not be allowed to do any classwork or test in a home setting.

10. A student may receive Out Of School Suspension (OSS) or be placed in the Alternative School three (3) for a violation of Category II offenses during a school year. The fourth (4<sup>th</sup>) violation of a Category II offense will result in a referral to the Board for disciplinary action.

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Legal References:

1. TCA 49-6-3007(g)
2. TCA 49-6-3401(b)(1)
3. TCA 49-6-3401(4)-(6); *Goss v. Lopez*, 419 U.S. 565 (Ohio, 1975); Individuals with Disabilities Act Amendments of 1997 § 615

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Cross References:

- Procedural Due Process 6.302
- Interference/Disruption of School Activities 6.306
- Bus Conduct 6.308
- Zero Tolerance Offenses 6.309
- Dress Codes 6.310
- Student Conduct 6.313
- Disciplinary Hearing Authority 6.317



# Order Contract

P O Box 3687 2334 McCallie Avenue Chattanooga, TN 37404 T 423.698.2595 F 423.622.9088 beeler-impression.com

Customer Name	<b>Marion Co BOE/Jasper Middle School</b>	Customer Number	<b>1604</b>	Date	<b>06/28/2024</b>
Contact Name & Phone Number	Heath Thacker 423-309-4083		Purchase Order #		
Installation Address (if different from billing address)	15 Highway 150 Jasper, TN 37347				

Must be completed **prior to** release of order:

Credit application (new accounts only)
  Site survey (for connected equipment)

Sales tax exemption/ resale cert (if applicable)
  Lease request (for leasing only)

<input type="checkbox"/> Purchase, subject to Beeler's normal credit terms	<input type="checkbox"/> Lease (must complete lease request)
<input checked="" type="checkbox"/> Rental, subject to the following terms:	<input type="checkbox"/> Cost-per-copy rental, subject to the following terms
<u>60</u> months at \$ <u>569.68</u> per month	\$ <u>.0067</u> per copy for <u>60</u> months, billed monthly
Other:	Other: Bill Monthly for copies/prints used at .0069 for b/w and .052 for color. Contract will renew June 30th of each year.

Item Number	Description	Quantity	Unit Price	Extended Amount
IM 5000	Ricoh Copier	2		
100478FNG	Cabinet	2		
418337	Finisher SR3260	2		
418345	Bridge unit BU3090	2		
ss-15-TN	Power Conditioner	2		
IM C4510	Ricoh Color Copier	1		
423699	Paper Feed Unit PB3320	1		
419383	1 Bin Tray	1		
419390	Booklet Finisher	1		
419381	Bridge unit	1		
419438	Punch unit	1		

[continue on back if necessary]

Total from reverse side >>>>>> OVER>

Delivery | Installation | Training

Subtotal

Sales tax, if applicable

Total

Customer's authorized signature

Item Number	Description	Quantity	Unit Price	Extended Amount
419423	Fax Option Type M52	1		
SS-TN-15	Power Conditioner	1		
<i>Carryforward total to front</i>				


**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

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Memorandum

To: School Board Members  
Director of Schools 

From: Amanda Weeks

Date: June 26, 2024

Subject: Federal Projects Fund 142 Amendment #12

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

The amendment is to move funds within the ESSER grant. The amendment will have to be approved by the state but does not go to the Commission.

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.

Account Description	Sub Fund	Function/Obj	Cost Ctr	June Amend #11	June Amend #12	Revised June Amend #12	DR (CR)
Revenue	934	47401		3,728,676.17	3,728,676.17	3,728,676.17	0
Teachers	934	71100 116		90,942	90,921	89,715	1,206
Social Security	934	71100 201		5,638	5,457	5,382	75
State Retirement	934	71100 204		7,232	6,225	6,400	(175)
Medicare	934	71100 212		1,319	1,276	1,259	17
Other Fringe Benefits	934	71100 299		227	227	224	3
Instructional Supplies	934	71100 429		99,815	99,815	99,815	0
Regular Instruction Equipment	934	71100 722		1,614,098	1,610,893	1,610,893	0
Evaluation and Testing	934	72130 322		70,195	70,195	70,195	0
Other Salaries and Wages	934	72210 189		127,887	127,887	127,887	0
Social Security	934	72210 201		7,578	7,578	7,578	0
State Retirement	934	72210 204		8,709	8,709	8,709	0
Medical Insurance	934	72210 207		18,382	18,382	18,382	0
Medicare	934	72210 212		1,772	1,772	1,772	0
Other Fringe Benefits	934	72210 299		320	320	320	0
Software	934	72250 471		73,524	73,524	73,524	0
Other Equipment	934	72250 790		23,168	23,168	23,168	0
Contracted Services	934	76100 399		13,230	9,937	9,937	0
Plant Operataion Equipment	934	76100 720		1,508,624	1,508,624	1,508,624	0
Transfer Out - Ind. Cost (15.32%)	934	99100 504		56,016.17	63,766.17	64,892.17	(1,126)
				3,728,676	3,728,676	3,728,676	0
				0	0	0	0

Account Description	Sub Fund	Function/Obj	Cost Ctr	June Amend #11	June Amend #12	DR (CR)
Revenue	934	47401		3,728,676.17	3,728,676.17	0
Teachers	934	71100 116		90,942	90,921	21
Social Security	934	71100 201		5,638	5,457	181
State Retirement	934	71100 204		7,232	6,225	1,007
Medicare	934	71100 212		1,319	1,276	43
Other Fringe Benefits	934	71100 299		227	227	0
Instructional Supplies	934	71100 429		99,815	99,815	0
Regular Instruction Equipment	934	71100 722		1,614,098	1,610,893	3,205
Evaluation and Testing	934	72130 322		70,195	70,195	0
Other Salaries and Wages	934	72210 189		127,887	127,887	0
Social Security	934	72210 201		7,578	7,578	0
State Retirement	934	72210 204		8,709	8,709	0
Medical Insurance	934	72210 207		18,382	18,382	0
Medicare	934	72210 212		1,772	1,772	0
Other Fringe Benefits	934	72210 299		320	320	0
Software	934	72250 471		73,524	73,524	0
Other Equipment	934	72250 790		23,168	23,168	0
Contracted Services	934	76100 399		13,230	9,937	3,293
Plant Operataion Equipment	934	76100 720		1,508,624	1,508,624	0
Transfer Out - Ind. Cost (15.32%)	934	99100 504		56,016.17	63,766.17	(7,750)
				3,728,676	3,728,676	0
				0	0	0



# MARION COUNTY BOARD OF EDUCATION

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

Director of Schools  
Mark A. Griffith

## MEMO

TO: Board Members & Dr. Griffith   
FROM: Becky Bigelow  
DATE: July 2, 2024  
RE: Request Approval of Consolidated Funding Application (CFA)

Attached is the CFA budget for 2024-25 school year for which school board approval is requested.

Budget

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title I, Part A

Indirect Cost Guide	
Total Allocation	\$865,394.83
Existing Budget In Categories Not Eligible for Indirect Cost	\$0.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	\$865,394.83
Indirect Cost Rate	3.33%
Max Available Budget In Categories Eligible for Indirect Cost	\$837,505.89
Max Indirect Cost	\$27,888.94

Account Number	Total
71100 - Regular Instruction Program	\$798,783.00
71150 - Alternative Instruction Program	\$0.00
71200 - Special Education Program	\$0.00
72120 - Health Services	\$0.00
72130 - Other Student Support	\$38,728.00
72210 - Support Services/Regular Instruction Program	\$0.00
72250 - Education Technology	\$0.00
72410 - Office of the Principal	\$0.00
72520 - Human Resources/Personnel	\$0.00
72610 - Operation of Plant	\$0.00
72710 - Transportation	\$0.00
73100 - Food Service	\$0.00
73400 - Early Childhood Education	\$0.00
82130 - Principal	\$0.00
99100 - Transfers Out	\$27,883.83
<b>Total</b>	<b>\$865,394.83</b>
<b>Adjusted Allocation</b>	<b>\$865,394.83</b>
<b>Remaining</b>	<b>\$0.00</b>

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title I, Part A

71100 - Regular Instruction Program - \$798,783.00

Budget Detail	Narrative Description
<p><b>Account Number:</b> 71100 - Regular Instruction Program</p> <p><b>Line Item Number:</b> 116 - Teachers</p> <p><b>Strategic Plan:</b></p> <p><b>LEA Set Asides:</b></p> <p><b>Admin Costs:</b></p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Marion County (580)</p> <p><b>Quantity:</b> <input type="text" value="1.00"/></p> <p><b>Cost:</b> <input type="text" value="\$267,750.00"/></p> <p><b>Line Item Total:</b> <input type="text" value="\$267,750.00"/></p>	<p>Total of five interventionists: 5 FTE</p> <ul style="list-style-type: none"> <li>(1) Jasper Elementary - Literacy Interventionist</li> <li>(1) South Pittsburg Elementary - Literacy Interventionist</li> <li>(1) Jasper Middle School - Literacy Interventionist</li> <li>(1) Whitwell Elementary School - Literacy Interventionist</li> <li>(1) Whitwell Middle School - Literacy Interventionist</li> </ul>
<p><b>Account Number:</b> 71100 - Regular Instruction Program</p> <p><b>Line Item Number:</b> 116 - Teachers</p> <p><b>Strategic Plan:</b></p> <p><b>LEA Set Asides:</b> <b>Preschool</b></p> <p><b>Admin Costs:</b></p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Marion County (580)</p>	<p>Salaries for a PreK Teacher at Monteagle ES and South Pittsburg ES</p>

Quantity: 1.00

Cost: \$96,900.00

Line Item Total: \$96,900.00

Account Number: 71100 - Regular Instruction Program

Line Item Number: 163 - Educational Assistants

Strategic Plan:

LEA Set Asides:

Admin Costs:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$149,810.00

Line Item Total: \$149,810.00

Account Number: 71100 - Regular Instruction Program

Line Item Number: 163 - Educational Assistants

Strategic Plan:

LEA Set Asides: **Preschool**

Admin Costs:

Optional Program Code:

Location Marion County (580)

Para-Pros - 1 - JES, 2-JMS, 1 - SPES, 1- MES, 1- WES 6 FTE

Salaries for PreK Assistants at Monteagle ES and South Pittsburg ES

Code:

Quantity: 1.00

Cost: \$51,360.00

Line Item Total: \$51,360.00

Account Number: 71100 - Regular Instruction Program

Line Item Number: 201 - Social Security

Strategic Plan:

LEA Set Asides:

Admin Costs:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$25,888.00

Line Item Total: \$25,888.00

Account Number: 71100 - Regular Instruction Program

Line Item Number: 201 - Social Security

Strategic Plan:

LEA Set Asides: **Preschool**

Admin Costs:

Optional Program Code:

Location Code: Marion County (580)

Social security benefits

Social Security set aside for PreK teachers and assistants at Monteagle ES and South Pittsburg ES

Code:

Quantity:

Cost:

Line Item Total:

Account Number: 71100 - Regular Instruction Program

Line Item Number: 204 - Pensions

Strategic Plan:

LEA Set Asides:

Admin Costs:

Optional Program Code:

Location Code: Marion County (580)

Quantity:

Cost:

Line Item Total:

Account Number: 71100 - Regular Instruction Program

Line Item Number: 204 - Pensions

Strategic Plan:

LEA Set Asides: **Preschool**

Admin Costs:

Optional Program Code:

Retirement benefits for teachers and assistants

Retirement benefits for PreK teachers and assistants at Monteagle ES and South Pittsburg ES

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$12,354.00

Line Item Total: \$12,354.00

Account Number: 71100 - Regular Instruction Program

Line Item Number: 207 - Medical Insurance

Strategic Plan:

LEA Set Asides:

Admin Costs:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$92,952.00

Line Item Total: \$92,952.00

Account Number: 71100 - Regular Instruction Program

Line Item Number: 207 - Medical Insurance

Strategic Plan:

LEA Set Asides: **Preschool**

Admin Costs:

Optional Program Code:

Health insurance

Medical insurance for PreK teachers and assistants at Monteagle ES and South Pittsburg ES

Location Marion County (580)  
Code:

Quantity:

Cost:

Line Item   
Total:

Account 71100 - Regular Instruction Program  
Number:

Line Item 212 - Employer Medicare  
Number:

Strategic  
Plan:

LEA Set  
Asides:

Admin Costs:

Optional  
Program  
Code:

Location Marion County (580)  
Code:

Quantity:

Cost:

Line Item   
Total:

Account 71100 - Regular Instruction Program  
Number:

Line Item 212 - Employer Medicare  
Number:

Strategic  
Plan:

LEA Set **Preschool**  
Asides:

Admin Costs:

Optional  
Program

Medicare coverage

Medicare coverage for PreK teachers and assistants at Monteagle ES and South Pittsburg ES



Code:

Location Marion County (580)

Code:

Quantity: 1.00

Cost: \$2,149.00

Line Item Total: \$2,149.00

Account Number: 71100 - Regular Instruction Program

Line Item Number: 299 - Other Fringe Benefits

Strategic Plan:

LEA Set Asides:

Admin Costs:

Optional Program Code:

Location Marion County (580)

Code:

Quantity: 1.00

Cost: \$1,044.00

Line Item Total: \$1,044.00

Account Number: 71100 - Regular Instruction Program

Line Item Number: 299 - Other Fringe Benefits

Strategic Plan:

LEA Set Asides: **Preschool**

Admin Costs:

Optional

Workman's Comp insurance

Workman's Comp insurance

Program Code:

Location Marion County (580)  
Code:

Quantity:

Cost:

Line Item   
Total:

Account Number: 71100 - Regular Instruction Program

Line Item Number: 429 - Instructional Supplies & Materials

Strategic Plan:

LEA Set Asides:

Admin Costs:

Optional Program Code:

Location Marion County (580)  
Code:

Quantity:

Cost:

Line Item   
Total:

Math and literacy supplemental resources to support learning loss recommended by the curriculums for JES, JMS, SPES, MES, WES, and WMS.

Total for 71100 - Regular Instruction Program:

Total for all other Account Numbers:

Total for all Account Numbers:

Adjusted Allocation:

Remaining:

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title I, Part A

72130 - Other Student Support - \$38,728.00



Budget Detail	Narrative Description
<p>Account Number: 72130 - Other Student Support</p> <p>Line Item Number: 189 - Other Salaries &amp; Wages</p> <p>Strategic Plan:</p> <p>LEA Set Asides: <b>Required Parent and Family Engageme...</b></p> <p>Admin Costs:</p> <p>Optional Program Code:</p> <p>Location Code: Marion County (580)</p> <p>Quantity: <input type="text" value="1.00"/></p> <p>Cost: <input type="text" value="\$8,653.95"/></p> <p>Line Item Total: <input type="text" value="\$8,653.95"/></p>	<p>Remaining % for five parent involvement stipends</p>
<p>Account Number: 72130 - Other Student Support</p> <p>Line Item Number: 189 - Other Salaries &amp; Wages</p> <p>Strategic Plan:</p> <p>LEA Set Asides: <b>Additional Parent and Family Engage...</b></p> <p>Admin Costs:</p> <p>Optional Program Code:</p> <p>Location Code: Marion County (580)</p>	<p>Remaining % for five parent involvement stipends</p>

Quantity: 1.00

Cost: \$5,626.05

Line Item Total: \$5,626.05

Account Number: 72130 - Other Student Support

Line Item Number: 201 - Social Security

Strategic Plan:

LEA Set Asides: Additional Parent and Family Engage...

Admin Costs:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$885.00

Line Item Total: \$885.00

Account Number: 72130 - Other Student Support

Line Item Number: 204 - Pensions

Strategic Plan:

LEA Set Asides: Additional Parent and Family Engage...

Admin Costs:

Optional Program Code:

Location Marion County (580)

4 school based parent coordinators stipend \$885 is included in the parent involvement set aside

4 school based parent coordinators - \$1142 is included in the parent involvement set-aside

Code:

Quantity: 1.00

Cost: \$1,142.00

Line Item Total: \$1,142.00

Account Number: 72130 - Other Student Support

Line Item Number: 212 - Employer Medicare

Strategic Plan:

LEA Set Asides: Additional Parent and Family Engage...

Admin Costs:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$207.00

Line Item Total: \$207.00

Account Number: 72130 - Other Student Support

Line Item Number: 299 - Other Fringe Benefits

Strategic Plan:

LEA Set Asides:

Admin Costs:

Optional Program Code:

Location Code: Marion County (580)

4 school based parent coordinators -the amount of \$207 is included in the set-aside for parent involvement

4 school based parent coordinators. \$36 is included in the Parent Involvement set-aside

Code:

Quantity: 1.00

Cost: \$36.00

Line Item Total: \$36.00

Account Number: 72130 - Other Student Support

Line Item Number: 599 - Other Charges

Strategic Plan:

LEA Set Asides: Reservation of Funds

Admin Costs:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$16,178.00

Line Item Total: \$16,178.00

Account Number: 72130 - Other Student Support

Line Item Number: 599 - Other Charges

Strategic Plan:

LEA Set Asides:

Admin Costs:

Optional Program Code:

\$16178 will be for carryover or in the event of a reduction in funds.

\$4000 for Parent Involvement supplies @ \$1000 per each Title I school.

FCE

Supply funds will be used for paper, ink and other office materials to make flyers, parent surveys, workshop evaluations and invitations to various parent involvement activities. These funds will also be used to purchase needed items for the activities. Example - Doughnuts for the Doughnuts with Dads activity. Fees for programs such as The Discovery Museum. The Discovery Museum from Chattanooga comes and sets up stations for student and parents to go to. This has been successful in many schools and brings many parents in to work in the stations with their child. We have used these funds to bring in "Meet Mr. Lincoln". We try to find opportunities for parents and students to be involved together at the school. This helps create a positive school climate and also educates the parent and the child on issues of science, history, math etc.

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$4,000.00

Line Item Total: \$4,000.00

Account Number: 72130 - Other Student Support

Line Item Number: 599 - Other Charges

Strategic Plan:

LEA Set Asides: Students Experiencing Homelessness

Admin Costs:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$2,000.00

Line Item Total: \$2,000.00

\$2000 for purchasing size specific items for homeless students needing clothing or for other needs of our homeless students. This amount is in the set-aside for Homeless.

Total for 72130 - Other Student Support: \$38,728.00

Total for all other Account Numbers: \$826,666.83

Total for all Account Numbers: \$865,394.83

Adjusted Allocation: \$865,394.83

Remaining: \$0.00

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title I, Part A

99100 - Transfers Out - \$27,883.83

Budget Detail	Narrative Description
Account Number: 99100 - Transfers Out	Indirect cost to be used to cover the cost of phone, electricity, and other needs for the Title I program.
Line Item Number: 504 - Indirect Cost	
Strategic Plan:	
LEA Set Asides:	
Admin Costs:	
Optional Program Code:	
Location Code: Marion County (580)	
Quantity: <input type="text" value="1.00"/>	
Cost: <input type="text" value="\$27,883.83"/>	
Line Item Total: <input type="text" value="\$27,883.83"/>	
Total for 99100 - Transfers Out: <input type="text" value="\$27,883.83"/>	
Total for all other Account Numbers: <input type="text" value="\$837,511.00"/>	
Total for all Account Numbers: <input type="text" value="\$865,394.83"/>	
Adjusted Allocation: <input type="text" value="\$865,394.83"/>	
Remaining: <input type="text" value="\$0.00"/>	





Budget

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title II, Part A

**Indirect Cost Guide**

Total Allocation	\$181,409.00
Existing Budget In Categories Not Eligible for Indirect Cost	\$0.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	\$181,409.00
Indirect Cost Rate	3.33%
Max Available Budget In Categories Eligible for Indirect Cost	\$175,562.77
Max Indirect Cost	\$5,846.23

**Account Number**

	<b>Total</b>
71100 - Regular Instruction Program	\$9,712.00
71150 - Alternative Instruction Program	\$0.00
72120 - Health Services	\$0.00
72130 - Other Student Support	\$0.00
72210 - Support Services/Regular Instruction Program	\$165,852.00
72250 - Education Technology	\$0.00
72520 - Human Resources/Personnel	\$0.00
72610 - Operation of Plant	\$0.00
72710 - Transportation	\$0.00
73100 - Food Service	\$0.00
99100 - Transfers Out	\$5,845.00
	<b>Total</b> \$181,409.00
	<b>Adjusted Allocation</b> \$181,409.00
	<b>Remaining</b> \$0.00

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title II, Part A

71100 - Regular Instruction Program - \$9,712.00



Budget Detail	Narrative Description
<p>Account Number: 71100 - Regular Instruction Program</p> <p>Line Item Number: 198 - Non-certified Substitute Teachers</p> <p>Strategic Plan:</p> <p>Admin Costs:</p> <p>Non-Public Instructional Funds:</p> <p>Optional Program Code:</p> <p>Location Code: Marion County (580)</p> <p>Quantity: <input type="text" value="1.00"/></p> <p>Cost: <input type="text" value="\$9,000.00"/></p> <p>Line Item Total: <input type="text" value="\$9,000.00"/></p>	<p>Substitutes for training days (100 days)</p>
<p>Account Number: 71100 - Regular Instruction Program</p> <p>Line Item Number: 201 - Social Security</p> <p>Strategic Plan:</p> <p>Admin Costs:</p> <p>Non-Public Instructional Funds:</p> <p>Optional Program Code:</p>	<p>Social security at 6.2%</p>

Location Marion County (580)

Code:

Quantity:

Cost:

Line Item Total:

Account Number: 71100 - Regular Instruction Program

Line Item Number: 212 - Employer Medicare

Strategic Plan:

Admin Costs:

Non-Public Instructional Funds:

Optional Program Code:

Location Marion County (580)

Code:

Quantity:

Cost:

Line Item Total:

Account Number: 71100 - Regular Instruction Program

Line Item Number: 299 - Other Fringe Benefits

Strategic Plan:

Admin Costs:

Non-Public Instructional Funds:

Optional

Medicare at 1.45%

Workers comp at .25%

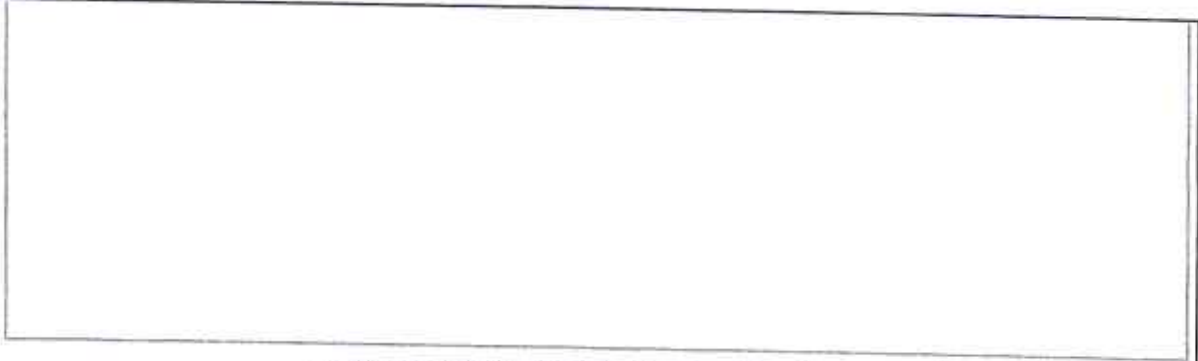
Program  
Code:

Location Marion County (580)  
Code:

Quantity:

Cost:

Line Item   
Total:



Total for 71100 - Regular Instruction Program:

Total for all other Account Numbers:

Total for all Account Numbers:

Adjusted Allocation:

Remaining:

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title II, Part A

72210 - Support Services/Regular Instruction Program - \$165,852.00 ▼

Budget Detail	Narrative Description
<p><b>Account Number:</b> 72210 - Support Services/Regular Instruction Program</p> <p><b>Line Item Number:</b> 399 - Other Contracted Services</p> <p><b>Strategic Plan:</b> Educators</p> <p><b>Admin Costs:</b></p> <p><b>Non-Public Instructional Funds:</b></p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Marion County (580)</p> <p><b>Quantity:</b> <input type="text" value="1.00"/></p> <p><b>Cost:</b> <input type="text" value="\$90,000.00"/></p> <p><b>Line Item Total:</b> <input type="text" value="\$90,000.00"/></p>	<p>Pay for funds to provide a year long services with InspirED consulting. InspirED consulting provides support to district supervisors and school administrators in supporting teachers' best practices with student outcomes being the main focus. This year, student engagement will be the main focus for improving instructional best practices in the classroom. InspirED provides supports to district and school admin in order to build longevity for support in the future.</p>
<p><b>Account Number:</b> 72210 - Support Services/Regular Instruction Program</p> <p><b>Line Item Number:</b> 524 - In-Service / Staff Development</p> <p><b>Strategic Plan:</b> Educators</p> <p><b>Admin Costs:</b></p> <p><b>Non-Public Instructional Funds:</b></p> <p><b>Optional Program Code:</b></p>	<p>Below is our description. We will be adding more funds with the carryover to cover the cost of these professional development activities. Funds will pay for registration, food, mileage, and hotel when needed.</p> <p>Marion County School District went from a Level 1 to Level 5 by utilizing these programs. We are doing some major changes with our Professional development plan. We are concerned about teacher and principal effectiveness. Because of this, we are planning to send teachers, principals and learning leaders for professional development. Below are some examples:                      National Science Conference (4 teachers)                      Tennessee Reading (2 teachers)                      ACT Prep (50 HS/MS teachers)                      Technology Conference (5 teachers)                      Scali ( 3 Counselors, 3 Admin)</p>

Location Marion County (580)

Code:

Quantity: 1.00

Cost: \$75,852.00

Line Item Total: \$75,852.00

Legal TAASE (1 Admin, 1 teacher)  
 Restorative Owelus (2 from each school)  
 Autism conference (2 teachers)  
 CTE programs (7 teachers)  
 VEI (1 teacher)  
 CNA ( 3 teachers)  
 National Social Studies (4 teachers)  
 National Math (4 teachers)  
 Middle School Conference ( 2 teachers and 2 admin)  
 TAHPERD ( 5 teachers and 1 admin)  
 ESL Mini Conference ( 4 teachers and 1 admin)  
 ESI Collaborative MTSU (2 teachers)  
 Open Resources (21 4th and 5th grade teachers) Training focused on the adopted 4th and 5th grade ELA curriculum - EL. Includes how to implement the different components and model lessons.

Yearlong curriculum training for instructional coaches which are funded through ESSER.

Also, Marion County Schools are working to improve reading and math outcomes for high school students by increasing the rigor of instruction. The district has an improvement goal based on improving high school math scores and improving high school English scores. The addition of Advanced Placement courses at the three high schools will substantially increase the rigor of high school coursework which will result in greater student outcomes. The addition of AP courses will require the appropriate training for teachers. Teachers will attend summer training in June 2024 to understand the standards and rigor of the new courses. Cost involved will be funds to pay for registration for the training (at UTC) and funds to pay mileage. Marion County Schools will be adding the following Advanced Placement Courses: AP Junior Level English, AP Statistics, AP Psychology, AP Biology, and AP US History.

**Total for 72210 - Support Services/Regular Instruction Program:** \$165,852.00

**Total for all other Account Numbers:** \$15,557.00

**Total for all Account Numbers:** \$181,409.00

**Adjusted Allocation:** \$181,409.00

**Remaining:** \$0.00

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title II, Part A

99100 - Transfers Out - \$5,845.00

Budget Detail	Narrative Description
---------------	-----------------------

**Account Number:** 99100 - Transfers Out

**Line Item Number:** 504 - Indirect Cost

**Strategic Plan:**

**Admin Costs:** Indirect Cost

**Non-Public Instructional Funds:**

**Optional Program Code:**

**Location Code:** Marion County (580)

**Quantity:**

**Cost:**

**Line Item Total:**

Indirect costs from the Title II A grant.

**Total for 99100 - Transfers Out:**

**Total for all other Account Numbers:**

**Total for all Account Numbers:**

**Adjusted Allocation:**

**Remaining:**



Budget

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title III

**Indirect Cost Guide**

Total Allocation	\$5,631.80
Existing Budget In Categories Not Eligible for Indirect Cost	\$0.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	\$5,631.80
Indirect Cost Rate	3.33%
Max Available Budget In Categories Eligible for Indirect Cost	\$5,450.31
Max Indirect Cost	\$181.49

**Account Number**

Account Number	Total
71100 - Regular Instruction Program	\$5,519.16
72120 - Health Services	\$0.00
72130 - Other Student Support	\$0.00
72210 - Support Services/Regular Instruction Program	\$0.00
72610 - Operation of Plant	\$0.00
72710 - Transportation	\$0.00
73100 - Food Service	\$0.00
99100 - Transfers Out	\$0.00
	\$112.64
<b>Total</b>	<b>\$5,631.80</b>
<b>Adjusted Allocation</b>	<b>\$5,631.80</b>
<b>Remaining</b>	<b>\$0.00</b>

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title III

71100 - Regular Instruction Program - \$5,519.16

Budget Detail	Narrative Description
<p><b>Account Number:</b> 71100 - Regular Instruction Program</p> <p><b>Line Item Number:</b> 429 - Instructional Supplies &amp; Materials</p> <p><b>Strategic Plan:</b></p> <p><b>Admin Costs:</b></p> <p><b>Non-Public Instructional Funds:</b></p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Marion County (580)</p> <p><b>Quantity:</b> <input type="text" value="1.00"/></p> <p><b>Cost:</b> <input type="text" value="\$5,519.16"/></p> <p><b>Line Item Total:</b> <input type="text" value="\$5,519.16"/></p>	<p>Progress monitoring system for measuring language acquisition throughout the school year Supplemental materials to target newcomer support</p>
<p><b>Total for 71100 - Regular Instruction Program:</b> <input type="text" value="\$5,519.16"/></p>	
<p><b>Total for all other Account Numbers:</b> <input type="text" value="\$112.64"/></p>	
<p><b>Total for all Account Numbers:</b> <input type="text" value="\$5,631.80"/></p>	
<p><b>Adjusted Allocation:</b> <input type="text" value="\$5,631.80"/></p>	
<p><b>Remaining:</b> <input type="text" value="\$0.00"/></p>	

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title III

99100 - Transfers Out - \$112.64

Budget Detail	Narrative Description										
<b>Account Number:</b> 99100 - Transfers Out <b>Line Item Number:</b> 504 - Indirect Cost <b>Strategic Plan:</b> <b>Admin Costs:</b> <b>Non-Public Instructional Funds:</b> <b>Optional Program Code:</b> <b>Location Code:</b> Marion County (580) <b>Quantity:</b> <input type="text" value="1.00"/> <b>Cost:</b> <input type="text" value="\$112.64"/> <b>Line Item Total:</b> <input type="text" value="\$112.64"/>	<p>Note: Administrative Costs budgeted for Title III, may not exceed 2% of the Title III Allocation. This includes Consolidated Administration, Direct Administration, and Indirect Cost. This limit applies even if the LEA's calculated Indirect Cost rate exceeds 2%.</p> <div style="border: 1px solid black; padding: 5px; min-height: 400px;">                     Indirect cost                 </div>										
<table border="0"> <tr> <td><b>Total for 99100 - Transfers Out:</b></td> <td><input type="text" value="\$112.64"/></td> </tr> <tr> <td><b>Total for all other Account Numbers:</b></td> <td><input type="text" value="\$5,519.16"/></td> </tr> <tr> <td><b>Total for all Account Numbers:</b></td> <td><input type="text" value="\$5,631.80"/></td> </tr> <tr> <td><b>Adjusted Allocation:</b></td> <td><input type="text" value="\$5,631.80"/></td> </tr> <tr> <td><b>Remaining:</b></td> <td><input type="text" value="\$0.00"/></td> </tr> </table>		<b>Total for 99100 - Transfers Out:</b>	<input type="text" value="\$112.64"/>	<b>Total for all other Account Numbers:</b>	<input type="text" value="\$5,519.16"/>	<b>Total for all Account Numbers:</b>	<input type="text" value="\$5,631.80"/>	<b>Adjusted Allocation:</b>	<input type="text" value="\$5,631.80"/>	<b>Remaining:</b>	<input type="text" value="\$0.00"/>
<b>Total for 99100 - Transfers Out:</b>	<input type="text" value="\$112.64"/>										
<b>Total for all other Account Numbers:</b>	<input type="text" value="\$5,519.16"/>										
<b>Total for all Account Numbers:</b>	<input type="text" value="\$5,631.80"/>										
<b>Adjusted Allocation:</b>	<input type="text" value="\$5,631.80"/>										
<b>Remaining:</b>	<input type="text" value="\$0.00"/>										

Budget

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title IV

**Indirect Cost Guide**

Total Allocation	\$80,508.80
Existing Budget In Categories Not Eligible for Indirect Cost	\$0.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	\$80,508.80
Indirect Cost Rate	3.33%
Max Available Budget In Categories Eligible for Indirect Cost	\$77,914.26
Max Indirect Cost	\$2,594.54

**Account Number**

	<b>Total</b>
71100 - Regular Instruction Program	\$48,645.00
71150 - Alternative Instruction Program	\$0.00
72120 - Health Services	\$0.00
72130 - Other Student Support	\$28,689.00
72210 - Support Services/Regular Instruction Program	\$2,000.00
72250 - Education Technology	\$0.00
72610 - Operation of Plant	\$0.00
72710 - Transportation	\$0.00
73100 - Food Service	\$0.00
99100 - Transfers Out	\$1,174.80
	<b>Total</b> \$80,508.80
	<b>Adjusted Allocation</b> \$80,508.80
	<b>Remaining</b> \$0.00

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title IV

71100 - Regular Instruction Program - \$48,645.00

Budget Detail	Narrative Description
<b>Account Number:</b> 71100 - Regular Instruction Program <b>Line Item Number:</b> 429 - Instructional Supplies & Materials <b>Title IV:</b> Well-rounded Educational Opportunit... <b>Admin Costs:</b> <b>Non-Public Instructional Funds:</b> <b>Optional Program Code:</b> <b>Location Code:</b> Marion County (580) <b>Quantity:</b> <input type="text" value="1.00"/> <b>Cost:</b> <input type="text" value="\$48,645.00"/> <b>Line Item Total:</b> <input type="text" value="\$48,645.00"/>	<p>Marion County math scores and proficiency on state tests continue to be a concern. Math manipulative and other supplements to the adopted K-12 math curriculum will continue to be supported through Title IV in order to improve student outcomes in math. Academic walks will be frequent to ensure supplemental materials are being utilized in service of the highest risk students. The remaining amount will be used to replenish dissecting kits, and other refill kits, scales, and microscopes for science departments at the middle and high schools and support social studies success using interactive supports to address learning needs of all special populations.</p> <p>Classroom greenhouse- \$785                      Goggle sanitizer- \$780                      Flinn fume hood- \$2470.62                      Ukulele cart- \$1052                      Whistles (75)- \$809.25                      Ukulele tuners- \$295                      Wood Base Trimer- \$375.82                      Round brush set- \$112.34                      Dry erase lap boards- \$113.09                      Paper cutter- \$416.59                      Baking rake- \$279                      Baking pans- \$179                      Geli plate set- \$144                      AP Instructional and testing supports</p>

<b>Total for 71100 - Regular Instruction Program:</b>	<input type="text" value="\$48,645.00"/>
<b>Total for all other Account Numbers:</b>	<input type="text" value="\$31,863.80"/>
<b>Total for all Account Numbers:</b>	<input type="text" value="\$80,508.80"/>
<b>Adjusted Allocation:</b>	<input type="text" value="\$80,508.80"/>
<b>Remaining:</b>	<input type="text" value="\$0.00"/>

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title IV

72130 - Other Student Support - \$28,689.00

Budget Detail	Narrative Description
<p><b>Account Number:</b> 72130 - Other Student Support</p> <p><b>Line Item Number:</b> 189 - Other Salaries &amp; Wages</p> <p><b>Title IV:</b> Safe and Healthy Students</p> <p><b>Admin Costs:</b></p> <p><b>Non-Public Instructional Funds:</b></p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Marion County (580)</p> <p><b>Quantity:</b> <input type="text" value="1.00"/></p> <p><b>Cost:</b> <input type="text" value="\$17,850.00"/></p> <p><b>Line Item Total:</b> <input type="text" value="\$17,850.00"/></p>	<p>Funds to support the following schools with parent involvement</p> <p>Jasper Elementary                      South Pittsburg High                      Marion County High                      Monteagle Elementary                      Whitwell High</p> <p>Each school receives \$3570 to fund a stipend for parent involvement coordinator(s). Some schools have two coordinators and they share the \$3570. These funds pay the stipend for the coordinators.</p>
<p><b>Account Number:</b> 72130 - Other Student Support</p> <p><b>Line Item Number:</b> 201 - Social Security</p> <p><b>Title IV:</b> Safe and Healthy Students</p> <p><b>Admin Costs:</b></p> <p><b>Non-Public Instructional Funds:</b></p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Marion County (580)</p>	<p>Funds to cover social security benefits for parent coordinators</p>

Code:

Quantity: 1.00

Cost: \$1,107.00

Line Item Total: \$1,107.00

Account Number: 72130 - Other Student Support

Line Item Number: 204 - Pensions

Title IV: Safe and Healthy Students

Admin Costs:

Non-Public Instructional Funds:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$1,428.00

Line Item Total: \$1,428.00

Account Number: 72130 - Other Student Support

Line Item Number: 212 - Employer Medicare

Title IV: Safe and Healthy Students

Admin Costs:

Non-Public Instructional Funds:

Optional Program

Funds to cover retirement for parent coordinators

Funds to cover medicare for parent coordinators

Code:

Location Marion County (580)

Code:

Quantity: 1.00

Cost: \$259.00

Line Item Total: \$259.00

Account Number: 72130 - Other Student Support

Line Item Number: 299 - Other Fringe Benefits

Title IV: Safe and Healthy Students

Admin Costs:

Non-Public Instructional Funds:

Optional Program Code:

Location Marion County (580)

Code:

Quantity: 1.00

Cost: \$45.00

Line Item Total: \$45.00

Account Number: 72130 - Other Student Support

Line Item Number: 399 - Other Contracted Services

Title IV: Safe and Healthy Students

Admin Costs:

Non-Public Instructional Funds:

Funds to cover workman's comp for parent coordinators

Funds to pay for industry certifications



Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$3,000.00

Line Item Total: \$3,000.00

Account Number: 72130 - Other Student Support

Line Item Number: 599 - Other Charges

Title IV: Safe and Healthy Students

Admin Costs:

Non-Public Instructional Funds:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$5,000.00

Line Item Total: \$5,000.00

Funds, \$1000 per school, for conducting meetings and workshops to support and increase parent involvement at the five schools. Light refreshments for parent meetings, items for workshops - paper, ink, pens, folders, etc. costs for workshops such as Discovery Museum, Escape rooms, Nature man, bingo for books, reading after dark items The Discovery Museum - This is a program from Chattanooga that comes in and sets up stations for parent and students to work together. https://www.cdmfun.org/family-nights Please visit this website to see more information about this wonderful program for Parent involvement. Escape Rooms - https://eric.ed.gov/?id=EJ1169654 These are teacher created (or you can go online to find ideas) where students and parents work together as teams to solve puzzles, work problems to "escape"; The teacher or parent coordinator can make the focus of the "escape" room on any subject (math, science, literacy) and can be made to work with different grade levels. The team has fun, but also has to work together to solve the problems to escape the room. The nature man - This is a presenter who comes to talk about all the animals and brings many for the children to see, touch and learn about. Habitats are discussed and how all the world lives together. This is tied in with the science programs. All of our workshops and programs are tied to educating our students and their parents. Sometimes getting parents to be involved is a hard task. We try to make learning as fun and challenging as possible.

Total for 72130 - Other Student Support: \$28,689.00

Total for all other Account Numbers: \$51,819.80

Total for all Account Numbers: \$80,508.80

Adjusted Allocation: \$80,508.80

Remaining: \$0.00

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title IV

72210 - Support Services/Regular Instruction Program - \$2,000.00 ▼

Budget Detail	Narrative Description
<b>Account Number:</b> 72210 - Support Services/Regular Instruction Program <b>Line Item Number:</b> 524 - In-Service / Staff Development <b>Title IV:</b> <span style="background-color: #cccccc;">Effective Use of Technology</span> <b>Admin Costs:</b> <b>Non-Public Instructional Funds:</b> <b>Optional Program Code:</b> <b>Location Code:</b> Marion County (580) <b>Quantity:</b> <input type="text" value="1.00"/> <b>Cost:</b> <input type="text" value="\$2,000.00"/> <b>Line Item Total:</b> <input type="text" value="\$2,000.00"/>	For use with technology training such as Google, Activ Panel, Smartboard, etc.

**Total for 72210 - Support Services/Regular Instruction Program:**

**Total for all other Account Numbers:**

**Total for all Account Numbers:**

**Adjusted Allocation:**

**Remaining:**

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - Title IV

99100 - Transfers Out - \$1,174.80

Budget Detail	Narrative Description										
<p><b>Account Number:</b> 99100 - Transfers Out</p> <p><b>Line Item Number:</b> 504 - Indirect Cost</p> <p><b>Title IV:</b></p> <p><b>Admin Costs:</b> Indirect Cost</p> <p><b>Non-Public Instructional Funds:</b></p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Marion County (580)</p> <p><b>Quantity:</b> <input type="text" value="1.00"/></p> <p><b>Cost:</b> <input type="text" value="\$1,174.80"/></p> <p><b>Line Item Total:</b> <input type="text" value="\$1,174.80"/></p>	<p>Note: Administrative Costs budgeted for Title IV, may not exceed 2% of the Title IV Allocation. This includes Consolidated Administration, Direct Administration, and Indirect Cost. This limit applies even if the LEA's calculated Indirect Cost rate exceeds 2%.</p> <div style="border: 1px solid black; padding: 5px; min-height: 300px;"> <p>Indirect cost for this grant</p> </div>										
<table border="1" style="width: 100%;"> <tr> <td><b>Total for 99100 - Transfers Out:</b></td> <td style="text-align: right;"><input type="text" value="\$1,174.80"/></td> </tr> <tr> <td><b>Total for all other Account Numbers:</b></td> <td style="text-align: right;"><input type="text" value="\$79,334.00"/></td> </tr> <tr> <td><b>Total for all Account Numbers:</b></td> <td style="text-align: right;"><input type="text" value="\$80,508.80"/></td> </tr> <tr> <td><b>Adjusted Allocation:</b></td> <td style="text-align: right;"><input type="text" value="\$80,508.80"/></td> </tr> <tr> <td><b>Remaining:</b></td> <td style="text-align: right;"><input type="text" value="\$0.00"/></td> </tr> </table>		<b>Total for 99100 - Transfers Out:</b>	<input type="text" value="\$1,174.80"/>	<b>Total for all other Account Numbers:</b>	<input type="text" value="\$79,334.00"/>	<b>Total for all Account Numbers:</b>	<input type="text" value="\$80,508.80"/>	<b>Adjusted Allocation:</b>	<input type="text" value="\$80,508.80"/>	<b>Remaining:</b>	<input type="text" value="\$0.00"/>
<b>Total for 99100 - Transfers Out:</b>	<input type="text" value="\$1,174.80"/>										
<b>Total for all other Account Numbers:</b>	<input type="text" value="\$79,334.00"/>										
<b>Total for all Account Numbers:</b>	<input type="text" value="\$80,508.80"/>										
<b>Adjusted Allocation:</b>	<input type="text" value="\$80,508.80"/>										
<b>Remaining:</b>	<input type="text" value="\$0.00"/>										

Budget

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - IDEA, Part B

Indirect Cost Guide	
Total Allocation	\$1,036,824.00
Existing Budget In Categories Not Eligible for Indirect Cost	\$5,500.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	\$1,031,324.00
Indirect Cost Rate	3.33%
Max Available Budget In Categories Eligible for Indirect Cost	\$998,087.69
Max Indirect Cost	\$33,236.31

Account Number	Total
71150 - Alternative Instruction Program	\$0.00
71200 - Special Education Program	\$504,630.00
72120 - Health Services	\$0.00
72130 - Other Student Support	\$0.00
72210 - Support Services/Regular Instruction Program	\$0.00
72215 - Support Services/Alternative Instruction Program	\$0.00
72220 - Support Services/Special Education Program	\$451,954.00
72410 - Office of the Principal	\$0.00
72710 - Transportation	\$53,928.00
99100 - Transfers Out	\$26,312.00
<b>Total</b>	<b>\$1,036,824.00</b>
<b>Adjusted Allocation</b>	<b>\$1,036,824.00</b>
<b>Remaining</b>	<b>\$0.00</b>

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - IDEA, Part B

71200 - Special Education Program - \$504,630.00



Budget Detail	Narrative Description
<p><b>Account Number:</b> 71200 - Special Education Program</p> <p><b>Line Item Number:</b> 163 - Educational Assistants</p> <p><b>Strategic Plan:</b></p> <p><b>CCEIS:</b></p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Marion County (580)</p> <p><b>Quantity:</b> <input type="text" value="1.00"/></p> <p><b>Cost:</b> <input type="text" value="\$318,005.00"/></p> <p><b>Line Item Total:</b> <input type="text" value="\$318,005.00"/></p>	<p>To pay for 12 FTE SE educational assistants.</p>
<p><b>Account Number:</b> 71200 - Special Education Program</p> <p><b>Line Item Number:</b> 171 - Speech Pathologist</p> <p><b>Strategic Plan:</b></p> <p><b>CCEIS:</b></p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Marion County (580)</p> <p><b>Quantity:</b> <input type="text" value="1.00"/></p> <p><b>Cost:</b> <input type="text" value="\$1,500.00"/></p> <p><b>Line Item Total:</b> <input type="text" value="\$1,500.00"/></p>	<p>Funds for expenditure on parental placed Private School student(s). Evaluations and Speech/Language services will be provided. FTE = .03</p>

**Account Number:** 71200 - Special Education Program

**Line Item Number:** 201 - Social Security

**Strategic Plan:**

**CCEIS:**

**Optional Program Code:**

**Location Code:** Marion County (580)

**Quantity:**

**Cost:**

**Line Item Total:**

Fringe benefit for above salaries.  
\$93 to pay for Private School Speech Therapist.

**Account Number:** 71200 - Special Education Program

**Line Item Number:** 204 - Pensions

**Strategic Plan:**

**CCEIS:**

**Optional Program Code:**

**Location Code:** Marion County (580)

**Quantity:**

**Cost:**

**Line Item Total:**

Fringe benefit for above salaries.  
\$154 to pay for Private School Speech Therapist.

**Account Number:** 71200 - Special Education Program

**Line Item Number:** 207 - Medical Insurance

Fringe benefit for above salaries.  
\$0 to pay for Private School Speech Therapist.

Strategic Plan:

CCEIS:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$122,405.00

Line Item Total: \$122,405.00

Account Number: 71200 - Special Education Program

Line Item Number: 212 - Employer Medicare

Strategic Plan:

CCEIS:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$4,633.00

Line Item Total: \$4,633.00

Account Number: 71200 - Special Education Program

Line Item Number: 299 - Other Fringe Benefits

Strategic Plan:

CCEIS:

Optional Program

Fringe benefit for above salaries.  
\$22 to pay for Private School Speech Therapist.

Workers Comp  
\$4 to pay for Private School Speech Therapist.

**Code:**

**Location** Marion County (580)

**Code:**

**Quantity:**

**Cost:**

**Line Item**

**Total:**

**Account** 71200 - Special Education Program  
**Number:**

**Line Item** 429 - Instructional Supplies & Materials  
**Number:**

**Strategic**  
**Plan:**

**CCEIS:**

**Optional**  
**Program**  
**Code:**

**Location** Marion County (580)

**Code:**

**Quantity:**

**Cost:**

**Line Item**

**Total:**

**Account** 71200 - Special Education Program  
**Number:**

**Line Item** 499 - Other Supplies and Materials  
**Number:**

**Strategic**  
**Plan:**

**CCEIS:**

**Optional**  
**Program**  
**Code:**

**Location** Marion County (580)

**Code:**

**Quantity:**

Additional Instructional supplies & materials for programs such as but not limited to Teach Town, Conover, Lexia, Touch Math, Wilson etc. Also replacement components for programs. Also to purchase materials and supplies for Private School Student(s).

Additional supplies and materials for the classroom including rubber gloves, sanitizing materials, etc.



Cost: \$1,596.00

Line Item Total: \$1,596.00

Account Number: 71200 - Special Education Program

Line Item Number: 725 - Special Education Equipment

Strategic Plan:

CCEIS:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$5,000.00

Line Item Total: \$5,000.00

To be spent for updating technology such as vision and hearing devices, computers, laptops, iPads, chromebooks, etc. To purchase printers. To purchase digital evaluation tools for determining eligibility. To purchase Boxlights for special education classes.

Total for 71200 - Special Education Program: \$504,630.00

Total for all other Account Numbers: \$532,194.00

Total for all Account Numbers: \$1,036,824.00

Adjusted Allocation: \$1,036,824.00

Remaining: \$0.00

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - IDEA, Part B

72220 - Support Services/Special Education Program - \$451,954.00 ▼

Budget Detail	Narrative Description
<p><b>Account Number:</b> 72220 - Support Services/Special Education Program</p> <p><b>Line Item Number:</b> 124 - Psychological Personnel</p> <p><b>Strategic Plan:</b></p> <p><b>CCEIS:</b></p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Marion County (580)</p> <p><b>Quantity:</b> <input type="text" value="1.00"/></p> <p><b>Cost:</b> <input type="text" value="\$234,750.00"/></p> <p><b>Line Item Total:</b> <input type="text" value="\$234,750.00"/></p>	<p>To pay salary of 3 FTE SE school psychologists.</p>
<p><b>Account Number:</b> 72220 - Support Services/Special Education Program</p> <p><b>Line Item Number:</b> 189 - Other Salaries &amp; Wages</p> <p><b>Strategic Plan:</b></p> <p><b>CCEIS:</b></p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Marion County (580)</p> <p><b>Quantity:</b> <input type="text" value="1.00"/></p> <p><b>Cost:</b> <input type="text" value="\$115,170.00"/></p> <p><b>Line Item Total:</b> <input type="text" value="\$115,170.00"/></p>	<p>To pay total of \$108,625.00 in salaries for 1 FTE Transition Coordinator and 1 FTE Assistive Technician.</p>

Account Number: 72220 - Support Services/Special Education Program

Line Item Number: 201 - Social Security

Strategic Plan:

CCEIS:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$21,695.00

Line Item Total: \$21,695.00

Fringe benefit for above salaries.

Account Number: 72220 - Support Services/Special Education Program

Line Item Number: 204 - Pensions

Strategic Plan:

CCEIS:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$27,843.00

Line Item Total: \$27,843.00

Fringe benefit for above salaries.

Account Number: 72220 - Support Services/Special Education Program

Line Item Number: 207 - Medical Insurance

Fringe benefit for above salaries.

**Code:**

**Location** Marion County (580)

**Code:**

**Quantity:**

**Cost:**

**Line Item**

**Total:**

**Account** 72220 - Support Services/Special Education  
**Number:** Program

**Line Item** 322 - Evaluation & Testing  
**Number:**

**Strategic**  
**Plan:**

**CCEIS:**

**Optional**  
**Program**  
**Code:**

**Location** Marion County (580)

**Code:**

**Quantity:**

**Cost:**

**Line Item**

**Total:**

**Account** 72220 - Support Services/Special Education  
**Number:** Program

**Line Item** 330 - Lease/SBITA Payments  
**Number:**

**Strategic**  
**Plan:**

**CCEIS:**

**Optional**  
**Program**  
**Code:**

**Location** Marion County (580)

**Code:**

**Quantity:**

To purchase testing kits and protocols.

To pay for 2 leased copiers from Beeler used by Special Ed. Teachers for classroom resources and IEPs.

**Code:**

**Location** Marion County (580)

**Code:**

**Quantity:**

**Cost:**

**Line Item**

**Total:**

**Account** 72220 - Support Services/Special Education  
**Number:** Program

**Line Item** 322 - Evaluation & Testing  
**Number:**

**Strategic**  
**Plan:**

**CCEIS:**

**Optional**  
**Program**  
**Code:**

**Location** Marion County (580)

**Code:**

**Quantity:**

**Cost:**

**Line Item**

**Total:**

**Account** 72220 - Support Services/Special Education  
**Number:** Program

**Line Item** 330 - Lease/SBITA Payments  
**Number:**

**Strategic**  
**Plan:**

**CCEIS:**

**Optional**  
**Program**  
**Code:**

**Location** Marion County (580)

**Code:**

**Quantity:**

To purchase testing kits and protocols.

To pay for 2 leased copiers from Beeler used by Special Ed. Teachers for classroom resources and IEPs.

Cost: \$3,000.00

Line Item Total: \$3,000.00

Account Number: 72220 - Support Services/Special Education Program

Line Item Number: 524 - In-Service / Staff Development

Strategic Plan:

CCEIS:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$1,000.00

Line Item Total: \$1,000.00

Account Number: 72220 - Support Services/Special Education Program

Line Item Number: 790 - Other Equipment

Strategic Plan:

CCEIS:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$500.00

Line Item Total: \$500.00

To pay for professional development opportunities for Special Ed. staff such as interventions for students, assistive technology, and training to further understanding of disabilities (Autism, SLD, ADHD, ED, etc.). To pay for Special Ed. staff for training on legislative requirements. Per diem, mileage, hotels, and hotel parking to be included.

To purchase computers, iPads, laptops, printers, etc. for teachers.

Total for 72220 - Support Services/Special Education Program: \$451,954.00

<b>Total for all other Account Numbers:</b>	\$584,870.00
<b>Total for all Account Numbers:</b>	\$1,036,824.00
<b>Adjusted Allocation:</b>	\$1,036,824.00
<b>Remaining:</b>	\$0.00

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - IDEA, Part B

72710 - Transportation - \$53,928.00

Budget Detail	Narrative Description
<p><b>Account Number:</b> 72710 - Transportation</p> <p><b>Line Item Number:</b> 189 - Other Salaries &amp; Wages</p> <p><b>Strategic Plan:</b></p> <p><b>CCEIS:</b></p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Marion County (580)</p> <p><b>Quantity:</b> <input type="text" value="1.00"/></p> <p><b>Cost:</b> <input type="text" value="\$34,525.00"/></p> <p><b>Line Item Total:</b> <input type="text" value="\$34,525.00"/></p>	<p>To pay salaries for 2 FTE bus attendants.</p>
<p><b>Account Number:</b> 72710 - Transportation</p> <p><b>Line Item Number:</b> 201 - Social Security</p> <p><b>Strategic Plan:</b></p> <p><b>CCEIS:</b></p> <p><b>Optional Program Code:</b></p> <p><b>Location Code:</b> Marion County (580)</p> <p><b>Quantity:</b> <input type="text" value="1.00"/></p> <p><b>Cost:</b> <input type="text" value="\$2,141.00"/></p> <p><b>Line Item Total:</b> <input type="text" value="\$2,141.00"/></p>	<p>Fringe benefit for above salaries.</p>



**Account Number:** 72710 - Transportation

**Line Item Number:** 204 - Pensions

**Strategic Plan:**

**CCEIS:**

**Optional Program Code:**

**Location Code:** Marion County (580)

**Quantity:** 1.00

**Cost:** \$2,645.00

**Line Item Total:** \$2,645.00

Fringe benefit for above salaries.

**Account Number:** 72710 - Transportation

**Line Item Number:** 207 - Medical Insurance

**Strategic Plan:**

**CCEIS:**

**Optional Program Code:**

**Location Code:** Marion County (580)

**Quantity:** 1.00

**Cost:** \$9,030.00

**Line Item Total:** \$9,030.00

Fringe benefit for above salaries.

**Account Number:** 72710 - Transportation

**Line Item Number:** 212 - Employer Medicare

Fringe benefit for above salaries.

Strategic Plan:

CCEIS:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$501.00

Line Item Total: \$501.00

Account Number: 72710 - Transportation

Line Item Number: 299 - Other Fringe Benefits

Strategic Plan:

CCEIS:

Optional Program Code:

Location Code: Marion County (580)

Quantity: 1.00

Cost: \$86.00

Line Item Total: \$86.00

Account Number: 72710 - Transportation

Line Item Number: 338 - Maintenance & Repair Services - Vehicles

Strategic Plan:

CCEIS:

Optional Program

Workers Comp.

Maintenance and Repair for Special Ed Bus S such as but not limited to tires, brakes, seats, etc.

**Code:**

**Location** Marion County (580)

**Code:**

**Quantity:**

**Cost:**

**Line Item**

**Total:**

**Account** 72710 - Transportation  
**Number:**

**Line Item** 425 - Gasoline  
**Number:**

**Strategic**  
**Plan:**

**CCEIS:**

**Optional**  
**Program**  
**Code:**

**Location** Marion County (580)

**Code:**

**Quantity:**

**Cost:**

**Line Item**

**Total:**

**Account** 72710 - Transportation  
**Number:**

**Line Item** 433 - Lubricants  
**Number:**

**Strategic**  
**Plan:**

**CCEIS:**

**Optional**  
**Program**  
**Code:**

**Location** Marion County (580)

**Code:**

**Quantity:**

Gasoline for SE bus.

Lubricants and maintenance on SE bus.

Cost: \$1,000.00

Line Item Total: \$1,000.00

Total for 72710 - Transportation: \$53,928.00

Total for all other Account Numbers: \$982,896.00

Total for all Account Numbers: \$1,036,824.00

Adjusted Allocation: \$1,036,824.00

Remaining: \$0.00

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - IDEA, Part B

99100 - Transfers Out - \$26,312.00



Budget Detail	Narrative Description
---------------	-----------------------

Account Number: 99100 - Transfers Out

Line Item Number: 504 - Indirect Cost

Strategic Plan:

CCEIS:

Optional Program Code:

Location Code: Marion County (580)

Quantity:

Cost:

Line Item Total:

Indirect cost at 3.47%

Total for 99100 - Transfers Out:

Total for all other Account Numbers:

Total for all Account Numbers:

Adjusted Allocation:

Remaining:

Budget

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - IDEA Preschool

**Indirect Cost Guide**

Total Allocation	\$45,405.00
Existing Budget In Categories Not Eligible for Indirect Cost	\$0.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	\$45,405.00
Indirect Cost Rate	3.33%
Max Available Budget In Categories Eligible for Indirect Cost	\$43,941.75
Max Indirect Cost	\$1,463.25

Account Number	Total
71200 - Special Education Program	\$44,089.00
72120 - Health Services	\$0.00
72130 - Other Student Support	\$0.00
72220 - Support Services/Special Education Program	\$0.00
72410 - Office of the Principal	\$0.00
72710 - Transportation	\$0.00
99100 - Transfers Out	\$1,316.00
	<b>Total</b> \$45,405.00
	<b>Adjusted Allocation</b> \$45,405.00
	<b>Remaining</b> \$0.00

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - IDEA Preschool

71200 - Special Education Program - \$44,089.00

Budget Detail	Narrative Description
<p>Account Number: 71200 - Special Education Program</p> <p>Line Item Number: 163 - Educational Assistants</p> <p>Strategic Plan:</p> <p>CCEIS:</p> <p>Optional Program Code:</p> <p>Location Code: Marion County (580)</p> <p>Quantity: <input type="text" value="1.00"/></p> <p>Cost: <input type="text" value="\$31,315.00"/></p> <p>Line Item Total: <input type="text" value="\$31,315.00"/></p>	To pay for 1.5 full time SE assistants.
<p>Account Number: 71200 - Special Education Program</p> <p>Line Item Number: 201 - Social Security</p> <p>Strategic Plan:</p> <p>CCEIS:</p> <p>Optional Program Code:</p> <p>Location Code: Marion County (580)</p> <p>Quantity: <input type="text" value="1.00"/></p> <p>Cost: <input type="text" value="\$1,942.00"/></p> <p>Line Item Total: <input type="text" value="\$1,942.00"/></p>	Fringe benefit for above salaries.

**Account Number:** 71200 - Special Education Program

**Line Item Number:** 204 - Pensions

**Strategic Plan:**

**CCEIS:**

**Optional Program Code:**

**Location Code:** Marion County (580)

**Quantity:**

**Cost:**

**Line Item Total:**

Fringe benefit for above salaries.

**Account Number:** 71200 - Special Education Program

**Line Item Number:** 207 - Medical Insurance

**Strategic Plan:**

**CCEIS:**

**Optional Program Code:**

**Location Code:** Marion County (580)

**Quantity:**

**Cost:**

**Line Item Total:**

Fringe benefit for above salaries.

**Account Number:** 71200 - Special Education Program

**Line Item Number:** 212 - Employer Medicare

Fringe benefit for above salaries..



Strategic Plan:  
 CCEIS:  
 Optional Program Code:  
 Location Marion County (580)  
 Code:

Quantity:   
 Cost:   
 Line Item Total:

Account Number: 71200 - Special Education Program  
 Line Item Number: 299 - Other Fringe Benefits

Strategic Plan:  
 CCEIS:  
 Optional Program Code:  
 Location Marion County (580)  
 Code:

Quantity:   
 Cost:   
 Line Item Total:

To pay for workers comp.

Total for 71200 - Special Education Program:	\$44,089.00
Total for all other Account Numbers:	\$1,316.00
Total for all Account Numbers:	\$45,405.00
Adjusted Allocation:	\$45,405.00
Remaining:	\$0.00

Budget Detail

Marion County (580) Public District - FY 2025 - Consolidated - Rev 0 - IDEA Preschool

99100 - Transfers Out - \$1,316.00

Budget Detail	Narrative Description
<b>Account Number:</b> 99100 - Transfers Out	Request from LEA.
<b>Line Item Number:</b> 504 - Indirect Cost	
<b>Strategic Plan:</b>	
<b>CCEIS:</b>	
<b>Optional Program Code:</b>	
<b>Location Code:</b> Marion County (580)	
<b>Quantity:</b> <input type="text" value="1.00"/>	
<b>Cost:</b> <input type="text" value="\$1,316.00"/>	
<b>Line Item Total:</b> <input type="text" value="\$1,316.00"/>	
<b>Total for 99100 - Transfers Out:</b> <input type="text" value="\$1,316.00"/>	
<b>Total for all other Account Numbers:</b> <input type="text" value="\$44,089.00"/>	
<b>Total for all Account Numbers:</b> <input type="text" value="\$45,405.00"/>	
<b>Adjusted Allocation:</b> <input type="text" value="\$45,405.00"/>	
<b>Remaining:</b> <input type="text" value="\$0.00"/>	

# MARION COUNTY BOARD OF EDUCATION

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

Director of Schools  
Mark A. Griffith

## MEMO

TO: Board Members & Dr. Griffith  
FROM: Becky Bigelow  
DATE: July 2, 2024  
RE: Request Contract Approval with Sunbelt



Attached is a Client Services Agreement with Sunbelt in the event (1) we must contract an exceptional education teacher(s) for 2024-25 and (2) they can provide a properly certified candidate. If the contract becomes necessary, the contract will be reviewed/approved by the school board attorney prior to executing.

Sunbelt Staffing, LLC (hereafter referred to as “Sunbelt” or the “Company”) and Marion County Schools whose location is 204 Betsy Pack Drive, Jasper, TN 37347 (hereafter referred to as “Client”) enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Consultants (“Consultants”) with Client. This Agreement shall govern the overall terms of the relationship, while a separate assignment confirmation for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

### 1. Scope of Services.

Sunbelt, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Sunbelt will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Sunbelt will use its commercially reasonable efforts to find a replacement in a timely manner.

### 2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor that each Consultant shall be an employee of Sunbelt and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Sunbelt agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Sunbelt does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Sunbelt will notify Client in advance of the assignment in order to receive approval of this arrangement.

### 3. Telepractice Services.

Sunbelt, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D – VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

### 4. Insurance.

Sunbelt will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate.

### 5. Competency and Licensing.

Sunbelt will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Sunbelt will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Sunbelt will make every effort to prescreen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Sunbelt will make available to Client all appropriate Consultant records that Sunbelt may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. In the event Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results that may negatively impact the commencement or continuation of said assignment, the Client shall notify Sunbelt in writing within three (3) business days of Client becoming aware. Client shall furnish all relevant details regarding the situation. Failure to notify Sunbelt of such matters may result in the termination of the contractual relationship. Sunbelt will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with



Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

#### **6. On-Site Responsibility.**

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Sunbelt is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Sunbelt is not responsible for the Consultant's on-site performance given that Sunbelt does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Sunbelt's Consultant should be reported in writing and directly to Sunbelt immediately so that Sunbelt may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

#### **7. Employment of Consultants.**

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by the Company for a period of one year after the latest date of introduction, referral, or placement or the conclusion of Consultant's assignment through the Company. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date.

#### **8. Equal Opportunity.**

It is the policy of Sunbelt to provide equal opportunity to all Consultants for employment. Sunbelt and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

#### **9. Professional Fees.**

Client will pay Sunbelt based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Sunbelt pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. Sunbelt will bill Client at one and one-half times the regular bill rate for all hours Sunbelt is required to pay the Consultant(s) overtime. It is Client's responsibility to notify Sunbelt if pre-approval is required for any or all overtime hours prior to any such hours being worked.

#### **10. Payment Terms.**

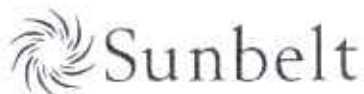
Client will be billed on a weekly basis for all services provided during the previous week. Payment is due within fifteen (15) days of receipt of invoices. Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Sunbelt reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

#### **11. Timekeeping and Invoicing.**

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of Sunbelt's timesheet. Timesheets are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Sunbelt will generate an invoice for Client based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) services were provided, Consultant name, Consultant job title, hourly bill rate, total hours billed, and total amount due. Client must review the invoice and notify Sunbelt of any errors, including billed hours or improper rates, immediately and in writing. Invoicing errors not received within thirty (30) days of the date of invoice shall not be disputed and invoices will be due in full.

#### **12. Administrative Responsibilities.**



Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Sunbelt in writing within three (3) business days of alleged failure. Failure to notify Sunbelt before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Sunbelt of time sheet and work performed discrepancies.

### **13. Limitation of Liability.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

### **14. Incident and Error Tracking.**

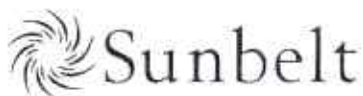
Client will report to Sunbelt any performance issues, incidents, errors and other events related to the care and services provided by Sunbelt employees. Sunbelt will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

### **15. Reporting of Work-Related Injuries.**

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by the Client and suitable to the setting to which Sunbelt's Consultant has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Sunbelt within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Sunbelt concurrently with Client for the purpose of reporting such event to Sunbelt's worker's compensation carrier. If Sunbelt's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Sunbelt and Sunbelt's Consultant.

### **16. Termination of Contracted Assignment with Cause.**

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered averse to the overall operation of Client. Client may request that Sunbelt facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Sunbelt has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Sunbelt's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Sunbelt's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Sunbelt in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Sunbelt shall have five (5) business days to refill the position in the event of termination



with cause. Should Sunbelt identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

**17. Termination of Contracted Assignment without Cause.**

Client may cancel an assignment with sixty (60) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 60-day period of notice. In the event Client is unable to provide sixty (60) days' notice of termination, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Sunbelt as a result of such cancellation.

**18. Guaranteed Minimum Hours.**

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

**19. Unscheduled Facility Closure Policy.**

Sunbelt will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Sunbelt. Sunbelt and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of 75% of the regular hourly bill rate for the total hours normally scheduled for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

**20. Multiple Locations.**

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Sunbelt for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

**21. Issue Resolution.**

In the event Client encounters an issue that is not satisfactorily resolved by its Sunbelt representative, Client should escalate the issue to the appropriate Sunbelt manager by calling 800-659-1522 or emailing [info@sunbeltstaffing.com](mailto:info@sunbeltstaffing.com).

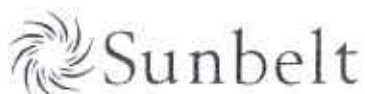
**22. Indemnification.**

To the extent permitted by law, each party will be responsible for damages associated with third party claims to the extent of their respective negligence, willful misconduct or breach of this agreement.

**23. Confidentiality.**

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement**. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement shall be the only exceptions permitted under this Agreement.



Confidential Information of Sunbelt shall include, but is not limited to, any and all unpublished information owned or controlled by Sunbelt and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Sunbelt and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

**24. Family Education Rights and Privacy Act.**

Sunbelt shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Sunbelt and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

**25. State Retirement System Notice.**

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultants and fulfilling all associated administrative duties. Client shall immediately notify Sunbelt if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Sunbelt of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Sunbelt by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Sunbelt. The Client and Sunbelt expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

**26. Conflicts of Interest.**

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

**27. Notices.**

All notices required to be given in writing will be sent to the names/addresses listed below.

**Sunbelt Staffing LLC**

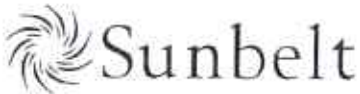
Contract Department  
501 Brooker Creek Blvd  
Suite A-400  
Oldsmar, FL 34677  
contractnotices@sunbeltstaffing.com

**To Client**

Client: Marion County Schools  
  
Address: 204 Betsy Pack Drive, Jasper, TN 37347

**28. Survival.**





The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

**29. Governing Law.**

This Agreement shall be governed by the laws of the state of Delaware.

**30. Modification of Agreement.**

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

**31. Entire Agreement.**

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. *(Please return all pages of this Client Services Agreement).*

Client ID – CLIENT NAME

**152949 Marion County School District**

**Sunbelt Staffing, LLC**

\_\_\_\_\_  
Client Representative Signature                      Date

\_\_\_\_\_  
Client Representative Signature                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# MARION COUNTY BOARD OF EDUCATION

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

Director of Schools  
Mark A. Griffith

## MEMO

TO: Board Members & Dr. Griffith   
FROM: Becky Bigelow  
DATE: July 2, 2024  
RE: Request Contract Approval with Soliant

Attached is a Client Services Agreement with Soliant in the event (1) we must contract an exceptional education teacher(s) for 2024-25 and (2) they can provide a properly certified candidate. If the contract becomes necessary, the contract will be reviewed/approved by the school board attorney prior to executing.

## CLIENT SERVICES AGREEMENT



**Soliant Health, LLC** (hereafter referred to as "Soliant" or the "Company"), and **Marion County School District** whose primary location is 204 Betsy Pack Drive, Jasper, TN 37347 (hereafter referred to as "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

### 1. Scope of Services.

Soliant, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Soliant will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

### 2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of Soliant and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.

### 3. Telepractice Services.

Soliant, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D – VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

### 4. Insurance.

Soliant will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate

### 5. Competency and Licensing.

Soliant will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Soliant will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to prescreen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate Consultant records that Soliant may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. In the event Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results that may negatively impact the commencement or continuation of said assignment, the Client shall notify Soliant in writing within three (3) business days of Client becoming aware. Client shall furnish all relevant details regarding the situation. Failure to notify Soliant of such matters may result in the termination of the contractual relationship. Soliant will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

### 6. On-Site Responsibility.

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Soliant is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Soliant is not responsible for the Consultant's on-site performance given that Soliant does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Soliant's Consultant should be reported in writing and directly to Soliant immediately so that Soliant may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

## 7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by the Company for a period of one year after the latest date of introduction, referral, or placement or the conclusion of Consultant's assignment through the Company. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date.

## 8. Equal Opportunity.

It is the policy of Soliant to provide equal opportunity to all Consultants for employment. Soliant and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

## 9. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of Soliant's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Soliant will generate an invoice for Client based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) services were provided, Consultant name, Consultant job title, hourly bill rate, total hours billed, and total amount due. Client must review the invoice and notify Soliant of any errors, including billed hours or improper rates, within thirty (30) days of the date of invoice. Soliant shall resolve any error and provide corrected invoice mutually acceptable to both parties within a reasonable period. In the event client fails to dispute or report any errors within thirty (30) days, errors shall not be accepted as a disputed charge and invoices will be due and payable in full.

## 10. Payment Terms.

Client will be billed on a weekly basis for all services provided during the previous week. Client will pay Soliant based on the service charges specified in the Consultant Assignment Confirmation included as an addendum to this Agreement. Soliant pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. Soliant will bill Client at one and one-half times the regular bill rate for all hours Soliant is required to pay the Consultant(s) overtime. It is Client's responsibility to notify Soliant if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

## 11. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Soliant reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

## 12. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

## 13. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Soliant in writing within three (3) business days of alleged failure. Failure to notify Soliant before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Soliant of time sheet and work performed discrepancies.

## 14. Incident and Error Tracking.

Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

## 15. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Soliant concurrently with Client for the purpose of reporting such event to Soliant's workers compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's Consultant.

### **16. Termination of Contracted Assignment with Cause.**

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that Soliant facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Soliant has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Soliant's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Soliant shall have five (5) business days to refill the position in the event of termination with cause. Should Soliant identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

### **17. Termination of Contracted Assignment without Cause.**

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.

### **18. Guaranteed Minimum Hours.**

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

### **19. Unscheduled Facility Closure Policy.**

Soliant will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Soliant. Soliant and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

### **20. Multiple Locations.**

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the current acceptable IRS reimbursement rate.

### **21. Issue Resolution.**

## CLIENT SERVICES AGREEMENT



In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative's manager.

### 22. Indemnification.

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

### 23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, shall be the only exceptions permitted under this Agreement.

Confidential Information of Soliant shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Soliant and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

### 24. Family Education Rights and Privacy Act.

Soliant shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Soliant and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultant s assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

### 25. State Retirement System Notice.

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Soliant. Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify Soliant if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Soliant of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Soliant by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Soliant. The Client and Soliant expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.


### 26. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

### 27. Survival.



# Memo

**To:** Marion County Board of Education, Dr. Mark Griffith  
**From:** Sherry Prince, CTE Director   
**Date:** July 1, 2024  
**Re:** TCAT Welding Stipend

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This is a continuation of stipend request from TCAT in June, in order to add \$500 for Blake Patterson from SPHS and to increase amount of payment to Larry Richards at MCHS by \$250.



Marion County Board of Education

INVOICE

204 Betsy Pack Drive  
Jasper, TN 37347  
(423) 942-3434

DATE: June 25, 2024

TO: TCAT CHATTANOOGA

FOR: STIPENDS FOR TCAT WELDING  
TEACHERS

		Description	Amount
Don Bird: Gross Pay	\$2,096.80	(67 students)	
Soc Sec	130.00		
Medicare	30.40		
Retirement	142.80		\$2,400.00
Scott Barton: Gross Pay	\$699.00	(16 students)	
Soc Sec	43.34		
Medicare	10.14		
Retirement	47.60		\$800.00
Larry Richards: Gross Pay	\$655.25	(12 students)	
Soc Sec	40.63		
Medicare	9.50		
Retirement	44.62		\$750.00
Jerry Basham: Gross Pay	\$857.30	(20 students)	
Soc Sec	53.15		
Medicare	12.43		
Retirement	77.16		\$1,000.00

Blake Patterson: Gross Pay	\$428.65	(10 students)	
Soc Sec	26.58		
Medicare	6.22		
Retirement	38.58		\$500.00
<b>Total</b>			<b>\$5,400.00</b>

Make all checks payable to Marion County Board of Education

Payment is due within 30 days.

If you have any questions concerning this invoice, contact Amanda Weeks | 423-942-3434 x 6 |  
aweeks@mctns.net

TCAT STIPENDS  
2023-2024

	<u>D Bird Legacy Retirement</u>	<u>L Richards Legacy Retirement</u>	<u>J Basham Hybrid Retirement</u>	<u>S Barton Legacy Retirement</u>	<u>B Patterson Hybrid Retirement</u>
A Gross paycheck	\$2,096.85	\$655.25	\$857.30	\$699.00	\$428.65
Employers' matching:					
Social Security 6.2%	130.00	40.63	53.15	43.34	26.58
Medicare 1.45%	30.40	9.50	12.43	10.14	6.22
Retirement 6.81%/9.0%	142.80	44.62	77.16	47.60	38.58
B Employer	<u>303.20</u>	<u>94.75</u>	<u>142.74</u>	<u>101.08</u>	<u>71.38</u>
Employee's deductions:					
Social Security 6.2 %	130.00	40.63	53.15	43.34	26.58
Medicare 1.45%	30.40	9.50	12.43	10.14	6.22
Retirement 5 %	104.84	32.76	42.87	34.95	21.43
C Employee	<u>265.25</u>	<u>82.89</u>	<u>108.45</u>	<u>88.42</u>	<u>54.22</u>
A - C Net Check to Employee	\$1,831.60	\$572.36	\$748.85	\$610.58	\$374.43
A + B Cost to program	<u>\$2,400.05</u>	<u>\$750.00</u>	<u>\$1,000.04</u>	<u>\$800.08</u>	<u>\$500.03</u>
TCAT Reimbursement	2,400.00	750.00	1,000.00	800.00	500.00
Cost to MCBOE	<u>0.05</u>	<u>0.00</u>	<u>0.04</u>	<u>0.08</u>	<u>0.03</u>



# Lady Tiger Softball

Day / Date	Place	Opponent	Varsity-JV	Times	W	L
Sat. 7/27	A	Playday Bledsoe	Varsity-JV	TBA		
Tues 8/6	A	Dunlap	Varsity-JV	5:30pm		
Thurs. 8/8	H	Kimball	Varsity-JV	5:00pm		
Mon. 8/12	A	South Pittsburg	Varsity	5:00pm		
Thurs 8/15	H	Van Buren	Varsity-DH	5:30pm		
Tues. 8/20	H	Grundy	Varsity-JV	5:00pm		
Wed. 8/21	H	Jasper	Varsity-JV	1:00pm		
Thurs. 8/22	A	Baylor	Varsity	4:30		
Mon. 8/26	A	CCS	Varsity-JV	4:30		
Tues. 8/27	H	Bledsoe	Varsity-JV	5:30pm		
Tues. 9/2	H	Dunlap	Varsity-JV	5:30pm		
Thurs. 9/5	A	Kimball	Varsity	5:00pm		
Mon. 9/9	H	South Pittsburg	Varsity-JV	5:00pm		
Wed. 9/11	A	Jasper	Varsity-JV	1:00pm		
Sat. 9/14	A	Dunlap JV Tournament	JV	TBA		
Mon. 9/16	A	Grundy	Varsity-JV	5:30pm		
Tues. 9/17	A	Bledsoe	Varsity-JV	5:00pm		
Thurs. 9/19	H	CCS	Varsity-JV	4:30		
Tues. 9/24	A	Whitwell will Host at Jasper	Varsity	TBA		
Thurs. 9/26	A	Whitwell will Host at Jasper	Varsity	TBA		
Sat. 9/28	A	Whitwell will Host at Jasper	Varsity	TBA		