

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 of Gate System for AG Lab at Marion County High School *Dr. Griffith*
2. Request Approval of Gate System for AG Lab at Whitwell High School *Dr. Griffith*
3. Request Approval to Pay Invoice with SVEC for Generator & Installation for South Pittsburg High School Greenhouse *Dr. Griffith*
4. Request Approval of MOU & Addendum with Volunteer Behavioral Health Care System and Marion County Schools *Carol Bailey*



Quote

Quote No **Q03056**

AIM TN, LLC
P.O. Box 2204
Jasper, TN 37374

Job No.
Date 30 March 2026
Valid To 28 April 2026

Phone: 423-802-0576
Email: accounting@aimmfgllc.com

Marion County Board of Education
Attention: Randy Gilliam

Jasper Ag Barn Gate System

All materials to be hot dip galvanized
All connecting post to be constructed from 2" Sch40 pipe
All verticals in panels to be constructed from 2.0x13GA tube
All horizontals in panels to be constructed from 2.0x16GA tube

Costs

Description	Quantity	Rate	Amount
Installation	1.00	2,800.00	2,800.00
Formed threshold	5.00	280.00	1,400.00
(5) 12' custom combo panel w/ 4' gate	5.00	910.00	4,550.00
12' divider panel	4.00	336.70	1,346.80
72"+6" post w/ 3-way connectors (6" to allow for field fit to accommodate floor elevation)	4.00	146.90	587.60
Wall mount brackets (pair)	6.00	92.30	553.80
		Subtotal	11,238.20
		Auto Lock Up	0.00
		Total	11,238.20



Quote

Quote No **Q03055**

AIM TN, LLC
P.O. Box 2204
Jasper, TN 37374

Job No.

Date 30 March 2026

Valid To 28 April 2026

Phone: 423-802-0576
Email: accounting@aimmfgilc.com

Marion County Board of Education
Attention: Randy Gilliam

Whitwell Ag Barn Gate System

All materials to be hot dip galvanized

All connecting post to be constructed from 2" Sch40 pipe

All verticals in panels to be constructed from 2.0x13GA tube

All horizontals in panels to be constructed from 2.0x16GA tube All materials to be hot dip galvanized

Costs

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Wall mount brackets (pair)	6.00	92.30	553.80
		Subtotal	11,238.20
		Auto Look Up	0.00
		Total	11,238.20



SV Propane
 P.O. Box 374
 423-837-8605
 South Pittsburg, TN 37380

INVOICE: 261

Invoice Date: 05/07/2026
 Terms: Due in 30 Days
 Due Date: 06/10/2026
 Amount Due: \$ 7,259.88

MARION COUNTY SCHOOLS
 SOUTH PITTSBURG HIGH SCHOOL
 719 S CEDAR AVE
 SOUTH PITTSBURG TN 37380

Account: 94					Page 1 of 1
Description: Generator					
DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CATALOG ITEM: 10KW GEN7171 10KW GENERATOR 7171 3018043168	1.000	EA	5,409.8800	5,409.88	
CATALOG ITEM: LABOR - GENERATOR Labor - Generator Install	1.000	EA	1,850.0000	1,850.00	
MESSAGES	Subtotal:			\$ 7,259.88	
	Tax:			\$ 0.00	
	Total:			\$ 7,259.88	
	Amount Paid:			\$ 0.00	
	Amount Due:			\$ 7,259.88	

RETURN BOTTOM PORTION WITH PAYMENT

Account:	94
Invoice:	261
Due Date:	06/10/2026
Amount Due:	\$ 7,259.88
Amount Of Payment:	_____

Remit To:

SEQUACHEE VALLEY PROPANE INC
 PO BOX 374
 SOUTH PITTSBURG TN 37380



SV Propane
 P.O. Box 374
 423-837-8605
 South Pittsburg, TN 37380

MARION COUNTY SCHOOLS
 SOUTH PITTSBURG HIGH SCHOOL
 719 S CEDAR AVE
 SOUTH PITTSBURG TN 37380

4503500000000009400000002610007259888

**Memorandum of Understanding
Between
Volunteer Behavioral Health Care System
And
Marion County Schools**

This Memorandum of Understanding (MOU) documents an agreement between Volunteer Behavioral Health Care System, hereinafter referred to as "VBHCS," and the Marion County School District, hereinafter referred to as "Marion Board of Education" or "Marion County Schools," each individually as the "Party" and collectively as the "Parties."

Whereas, VBHCS desires to enter into a Memorandum of Understanding with the Marion Board of Education to provide the services described herein and further described in VBHCS contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services (TDMHSAS) for School Based Behavioral Health Liaison Services (SBBHL) to the students within Marion County Schools.

Now Therefore, the Parties hereto understand and agree as follows:

A. PARTIES

This Memorandum of Understanding between VBHCS will establish a working relationship to make the described services easily accessible for Marion County Schools' students by offering services on site at participating schools.

B. PURPOSE

The purpose of the MOU is to outline the scope of activities, formalize the exchange of resources/services, and describe the agreed relationships between VBHCS and Marion Board of Education in serving the school employees and students, in accordance with the Scope of Services: School Based Behavioral Health Liaisons, hereinafter referred to as "SBBHL Scope of Services," and included as Attachment A to this agreement.

C. AUTHORITIES

VBHCS will serve as the lead agency collaborative with the Marion Board of Education. The Senior VP of Specialized Grants and Services will provide oversight for VBHCS. The Marion County Schools Mental Health Coordination Team will provide oversight for the Marion Board of Education.

D. CONCEPT AND COOPERATION

Both organizations are separate and independent and work cooperatively to enhance the mental health, well-being, and readiness to learn within the Marion County Schools. As such, each organization retains its own identity in providing services. No element of this MOU will be construed to imply any form of financial obligation or liability.

1. VBHCS's SBBHL program will provide 3 FTE Liaison(s) who will be proficient in or will receive training in a trauma-informed approach. Eligible applicants for the position will have either
 - a. At least a Master's degree in the Behavioral Sciences (e.g. social work, counseling, or psychology) and experience working in a school setting, or
 - b. At least a Bachelor's degree in the Behavioral Sciences, and experience working within a school-type setting; and a minimum of two (2) years' experience with mental health.Note: VBHCS is required to get approval from grant management at TDMHSAS before opening a position to Bachelor's level applicants.
2. The liaison(s) will promote trauma informed approaches and aim to assist in the prevention and mitigation of the impact of adverse childhood experiences (ACEs) while upholding the System of Care core values and principles.
3. The SBBHL will provide the following services to teachers and students of the participating school(s) (with parental consent when appropriate, as described below).
 - a. Face-to-Face consultation with classroom teachers to assist in creating a positive, trauma-informed classroom that enhances the learning environment and assists the teacher in developing effective, trauma-informed behavior responses;
 - b. Training to school personnel regarding a variety of mental health and substance abuse topics;
 - c. Liaison services to include communication between the school and students' family to build open lines of communication and home-school partnerships. This can include assisting in the IEP process when requested;
 - d. Information and support for school personnel in navigating the local behavioral health system (including crisis services);
 - e. Direct therapeutic services and support opportunities to students that include individual student consultations/interventions to assist in building positive coping and de-escalation skills and at least one group activity offered that may cover a variety of behavioral health topics;
 - f. One or more "School Climate Activity" per school each year, approved by school administration, to be an ongoing or repeated project which aims to positively impact the school environment;
 - g. Assistance with referrals as appropriate for students with further needs, whether within or outside of the school setting, including but not limited to clinical mental health services;
 - h. Other services or participation as required to fulfill the SBBHL Scope of Services (Attachment A) for the academic year.

E. RESPONSIBILITIES OF THE PARTIES

In fulfilling the purpose of this MOU, the Parties agree to participate in, and be responsible for activities as follows:

1. VBHCS shall:

- a. Provide 3 FTE of qualified staff persons to conduct all program services as SBBHL for the participating school(s) in Marion County Schools.
- b. Provide oversight responsibility for the project including recruitment, hiring (including criminal background check, drug screen, verification of degree, and fingerprinting if required by the school district), training, and supervision of the SBBHL.
- c. Ensure that the SBBHL will be available on the premises of a participating school during the majority of regular school hours, as scheduled.
 - i. SBBHL work days are based upon the school's teacher calendar, upholding teacher Professional Development days as requested, and as needed to fulfill end of month/year grant reporting requirements.
 - ii. The SBBHL will notify the principal or other school contact if unable to be at a school as expected. This could be due to holidays of VBHCS, meetings or trainings related to the SBBHL program, professional development/continuing education activities, or utilizing paid time off, as for illness.
- d. Procure adequate supplies for the SBBHL to provide services, including office supplies and technology/communication devices.
- e. Document activities related to the above described services and provide data related to services for reporting and statistical purposes.

2. Marion Board of Education shall:

- a. Compile and manage data for each participating school(s) and provide data to the SBBHL and VBHCS, which will then be used in program reporting to the State as required.
 - i. Data will include, at a minimum: number of students enrolled, number of teachers employed, student demographics (age, gender, race, ethnicity), and total number of discipline referrals from the previous school year and the current school year.
 - ii. Ensure that these data are provided in time for the State's reporting deadlines:
 - Demographics for the student body are required by the end of August for a new/current school year.
 - Data on the number of school discipline referrals are required before the end of the year's administrative schedule, for both the year just ending and the previous school year.
- b. Provide access and space within participating school premises for use of SBBHL, to include:
 - i. An office or work space designated for SBBHL when on site, preferably one accessible to students and staff;
 - ii. An office or meeting space that allows for confidential counseling with

individual students, supplied for enough time to meet the demands of students within the school;

- iii. A space which can be used for psychoeducational groups when scheduled;
 - iv. Freedom of movement within the school premises in order to perform duties, such as entry to buildings during regular hours, use of hallways, use of basic employee facilities (break room, restroom, parking, etc.).
- c. Provide and maintain internet access which can be accessed by the Liaisons while on site.
 - d. Provide access to the students through referral by School Counselor or others and assist as necessary with procurement of parental consent.
 - e. Allow or assist with access to and collaboration with school administration, school counselors, school social workers, teachers, School Resource officers and other personnel through participation in staff meetings and/or professional development and related events, as well as cooperation in arranging of teacher trainings by the SBBHL as required within the SBBHL Scope of Services (Attachment A) and other needs of the school as may be agreed upon.
 - f. Engage with SBBHL in some discussion of school needs and opportunities for growth, both to align services to best serve the community and to ensure collaboration and proper authorization in the School Climate Activity and other SBBHL services.
 - g. Allow access and assistance to the Liaison, as well as participation at varying levels, including visits as required on-site by the Operational Supervisor (Program Director) and/or SBBHL Technical Assistant (TA) assigned by their region and shadowing by other new SBBHLs in training, as needed.

F. METHODS OF COOPERATION

1. Close ties will be maintained via on-site consultations, meetings, telephone, e-mail, and/or fax between the VBHCS staff and Marion County Schools' staff for the purpose of communication. Both Parties commit to ongoing dialogue regarding program outcomes and need for improvement.
2. Staff at both the VBHCS and Marion Board of Education will work together in every way to promote the MOU in order to provide school based mental health services to students. **The SBBHL is intended to enhance the school service and will not replace existing or future guidance and counseling, special education, student health, or institutional programs.**
3. The SBBHL shall work with the school to ensure that guardian permission is obtained for services and supports when applicable per state and federal law requirements. The only exception to this is in the event of a one-time, brief evaluation at the request of a school when a child is believed to pose a potential risk to themselves or others. The purpose of this evaluation is to offer guidance on the types of services the child may need. This evaluation is not intended to replace any assessment needing to be conducted by the state contracted youth crisis provider. Any additional services provided by VBHCS will require parental consent. VBHCS' involvement with subsequent crises with the same child will be determined by the supervisor in collaboration with VBHCS Compliance on a case by case basis. This upholds the Fundamental Family Rights and Responsibilities Act, TCA 36-08-101 through TCA 36-8-104, which ensures protection of the fundamental rights of

parents to the care, custody, and control for their child in addition to the protections provided under federal law, state law, and the state constitution. These services shall be provided on the premises of the school.

4. The Parties shall not subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, gender, sexual orientation, or which is in violation of any applicable laws.
5. VBHCS ensures total quality management of therapeutic protocols during the provision of care and program implementation.
6. Operational Guidelines: VBHCS follows the Commission on Accreditation of Rehabilitative Facilities (CARF) guidelines and recommendations for its mental health services.

G. FERPA

Both Parties shall keep in strict confidence to the fullest extent required by any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"), any and all records and information, in whatever form or format received, pertaining to the District's individual students. Both Parties shall not publish confidential information or any other information which identifies students, employees, or officers of the District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Both Parties will protect and ensure confidentiality of children's records. Exceptions will be made when precedence of law or professional ethics permits or requires, such as is necessary for basic coordination of services with the school and family or in situations when a child's welfare is at risk.

H. HIPAA COMPLIANCE AND CONFIDENTIALITY

The Parties shall each maintain the privacy and confidentiality of all information, including the personal facts and circumstances of shared Clients, in compliance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act [HIPAA] and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164) and individual Parties' policies and procedures regarding the privacy and confidentiality of such information. The Parties shall: (1) not use or disclose patient information other than as permitted or required by this Agreement for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Authorization as required by HIPAA or other applicable law or regulation; (2) use appropriate safeguards to prevent use or disclosure of patient information other than and provided for under this agreement; and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this agreement or applicable federal and state laws or regulations.

Additional Confidentiality Requirements: Both Parties acknowledge that consumers of mental health services are entitled to additional confidentiality protections awarded under the Title 33 Mental Health Code which may supersede the confidentiality protections provided by HIPAA. Furthermore, consumers of substance abuse treatment services are entitled to additional

confidentiality protections awarded under 42 CFR, Part 2 which may supersede the confidentiality protections provided by HIPAA. When serving mental health consumers on site, both Parties will comply with the confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.

Breaches of Confidentiality: If either Party becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information (PHI), they must immediately take reasonable steps to cure the breach or end the violation and must report the breach or violation to the other Party's Privacy Officer. The alleged breach or violation will be investigated and appropriate steps will be taken, up to and including immediate termination of this MOU. Both Parties reserve the right to terminate this agreement if they determine that either Party has violated a material term of the agreement.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this agreement.

I. TERM AND TERMINATION OF MOU

The Term, referred collectively in this MOU as the "Term," becomes effective on the date this MOU is signed by both Parties and remains in force unless explicitly terminated, in writing, by either Party. Either Party may terminate this MOU, with or without cause, upon thirty (30) days prior written notice to the other Party. In addition, this MOU may be revised, in writing, in accordance with each organization's need if both Parties are in agreement of such revisions.

J. INDEMNIFICATION

VBHCS shall indemnify, defend, save, and hold harmless the Marion Board of Education and its elected officials, officers, employees, agents, assignees, and instrumentalities from and against any and all claims, liability, losses, or damages including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this MOU or in the performance of the duties hereunder, whether performed by the Marion Board of Education its subcontractors, agents, employees, or assigns.

This indemnification shall survive the termination or conclusion of this MOU.

The Marion Board of Education shall indemnify, defend, save, and hold harmless, within the limitations stated in Tennessee Code Annotated, VBHCS and its elected officials, officers, employees, agents, assignees, and instrumentalities from and against any and all claims, liability, losses, or damages including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this MOU or in the performance of the duties hereunder, whether performed by VBHCS or its subcontractors, agents, employees, or assigns.

This indemnification shall survive the termination or conclusion of this MOU.

K. INSURANCE

VBHCS shall secure and keep in force during the term of this agreement the following:

1. Commercial general liability coverage with minimum liability limits of \$1,000,000 per claim, \$1,000,000 per incident, and \$3,000,000 aggregate.
2. Workers Compensation coverage, regardless of requirement by state statute.

L. FORCE MAJURE

If the provision of services agreed upon in this MOU are suspended because of an act of God, inevitable accident, fire, lockout, strike, or other labor dispute, riot, or other civil commotion, an act of public enemy, enactment, rule or act of any government or governmental instrumentality (federal, state or local), failure of any needed equipment or facilities, failure or delay of transportation facilities, or other cause of a similar or different nature not reasonably with VBHCS's control; and, if any such suspension period shall exceed one semester, VBHCS may, by written notice, terminate this MOU with no further liability hereunder. No such suspension shall operate to extend the term of this MOU.

M. RESOLVING DISPUTES

If any dispute arises relating to the MOU, the Parties shall use their best efforts to resolve such dispute or claim through negotiation. No disputes will be settled in court.

N. GENERAL

1. This MOU, which contains the entire understanding of the Parties and shall be construed and enforced according to the laws of Tennessee, supersedes any and all prior understandings and arrangements and cannot be amended orally.
2. Any provision of this MOU which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this MOU.
3. Construction. The language in this agreement shall be construed, in all cases, according to its fair meaning, and not for or against any Party hereto. The Parties acknowledge that each Party has reviewed the agreement and had an opportunity to review this MOU with legal counsel.
4. Attorney Fees. Each Party shall be responsible for their respective attorney fees.

IN WITNESS WHEREOF, the Parties hereto have set their signatures for the purposes contained herein, on the day and date written below.

MARION COUNTY
SCHOOL DISTRICT

VOLUNTEER BEHAVIORAL
HEALTH CARE SYSTEM

Dr. Mark Griffith
Director of Schools

Phyllis Persinger
CEO/President

DATE _____

DATE _____

**ADDENDUM
TO CURRENT MEMORANDUM OF AGREEMENT
BETWEEN
VOLUNTEER BEHAVIORAL HEALTH CARE SYSTEM
AND
MARION COUNTY SCHOOL DISTRICT**

This Addendum to the original Memorandum of Agreement (MOA) for Project B.A.S.I.C., during the 2024-2025, 2025-2026, 2026-2027 school years, is entered into by and between Volunteer Behavioral Health Care System ("VBHCS") and Marion County School System ("the District").

Now therefore, it is hereby agreed that the MOA identified herein shall be modified and amended as follows:

Section B. 4, shall be deleted and replaced entirely with the following:

"Project B.A.S.I.C. shall provide support and other educational opportunities to individuals and/or small groups of students at the School in order to assist in developing effective coping skills, to assess for potential Serious Emotional Disturbances (SED), and/or to improve social-emotional skills. The CDS will only provide individual support to a student when the CDS has received a referral for the student and has obtained parent permission. The only exception to this is in the event of a one-time, brief evaluation at the request of a school when a child is believed to pose a potential risk to themselves or others. The purpose of this evaluation is to offer guidance on the types of services the child may need. This evaluation is not intended to replace any assessment needing to be conducted by the state contracted youth crisis provider. Any additional services provided by VBHCS will require parental consent. VBHCS' involvement with subsequent crises with the same child will be determined by the supervisor in collaboration with VBHCS Compliance on a case by case basis. This upholds the Fundamental Family Rights and Responsibilities Act, TCA 36-08-101 through TCA 36-8-104, which ensures protection of the fundamental rights of parents to the care, custody, and control for their child in addition to the protections provided under federal law, state law, and the state constitution. These services shall be provided on the premises of the school."

This Addendum shall not affect the remaining provisions of the MOA, and all provisions which do not conflict with this Addendum shall remain in effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the date last written below.

MARION COUNTY SCHOOLS

VOLUNTEER BEHAVIORAL
HEALTH CARE SYSTEM

Dr. Mark Griffith
Director of Schools

Connie Farmer
Sr. VP of Specialized Grants and Services

DATE _____

DATE _____

Nicole Condra
Prinoipal- Whitwell Elementary

DATE _____