

**MARION COUNTY BOARD OF EDUCATION**  
**May Regular Meeting**  
**May 13, 2024**  
**5:00 p.m.**

**AGENDA**

- I. MEETING CALLED TO ORDER**
- II. PLEDGE TO THE FLAG**
- III. PUBLIC COMMENT**
- IV. RECOGNITION: Present Certificates to Special Olympic Athletics**
- V. APPROVE BOARD AGENDA**
- VI. APPROVE CONSENT AGENDA**
  - A. Approve Minutes: Regular Meeting April 8, 2024**
  - B. Financial Reports and Cash Flow Analysis for April 2024** *Amanda Weeks*
  - C. Budget Amendments: (1) General Purpose Fund 141 Amendment #11**  
*Amanda Weeks*                      **(2) Federal Projects Fund 142 Amendment #10**
  - D. Request Approval of Four-Day Work Week for Summer Months**  
**(June & July 2024)** *Dr. Griffith*
  - E. Request Approval to Pay Invoices for April & May to Kaatz, Binkley, Jones, & Morris Architects, Inc. for Architectural Services** *Dr. Griffith*
  - F. Request Approval to Pay Marion Natural Gas for Service & Regulator Station to the New Jasper Middle School** *Dr. Griffith*
  - G. Request Approval for South Pittsburg Elementary School to Apply for Grant with Shaw Industries** *Dr. Griffith*  
**(Approved by Executive Order 4/12/2024)**
  - H. Request Approval of Change of Non-Faculty Paid Basketball Coach to Non-Faculty Volunteer at Whitwell High School for 2023-2024 School Year** *Dr. Griffith*
  - I. Request Approval of Change Order with Gann Construction for South Pittsburg High School Lobby Modifications in the Amount of \$12,956.27** *Dr. Griffith*

- J. Amend Board Policy 6.209 "Child Custody/Parental Access" *Dr. Griffith*
- K. Amend Board Policy 6.317 "Student Disciplinary Hearing Authority" *Dr. Griffith*
- L. Request Approval to Deem 2006 Ford F-150 Maintenance Vehicle Surplus Property *Dr. Griffith*
- M. Amend Board Policy 4.204 "Summer School" *Dr. Griffith*
- N. Request Permission for Marion County High School Track Team to Stay Overnight for D1 TSSAA Class A East Sectional Track Meet in Maryville, TN, 5/7-8/24 *Dr. Griffith*  
(Approved by Executive Order 5/2/2024)
- O. Request Approval for Whitwell High School to Form a Flag Football Team for the 2024-2025 School Year *Dr. Griffith*
- P. Request Approval to Pay Retainage Account Funds for Integrated Properties, LLC through Pay Application #5 *Dr. Griffith*
- Q. Request Approval to Pay Invoices for March & April to Building Systems Technology, A Division of Eagle Fire Inc. for the New Jasper Middle School *Dr. Griffith*
- R. Request Approval to Pay Tri-Con Inc. Application #19 and the Retainage Account After Being Reviewed and Approved by Project Manager, Randy Gilliam *Dr. Griffith*
- S. Request Permission to Amend Access for All Learning Network (Preschool) Grant *Becky Bigelow*
- T. Request Contract Approval with Wayfinder "Pending Review/Approval by Board Attorney" *Becky Bigelow*
- U. Request to Apply for State Special Education Preschool Grant *Becky Bigelow*
- V. Request Approval to Amend Resilient School Communities Grant *Becky Bigelow*
- W. Request to Apply for IDEA Partnership for Systemic Change Grant (Preschool) *Becky Bigelow*
- X. Request Approval to Renew Zoom Subscription for the 2024-2025 School Year *Mike Ogden*
- Y. Request Approval to Renew GoGuardian Subscription for the 2024-2025 School Year *Mike Ogden*



**KK. Approve 2024-2025 Non-Faculty Volunteer Coaches:**

Monteagle Elementary School – Joey Didomencio (*Boys, Girls Soccer*)

South Pittsburg High School – Jamison Griffith, Lindsey Roberts,

Quinten McCamey, Matthew Hawkins, Michael Daniels (*Football*)

Trey Hill, Reece Genter (*Baseball*)

Makayla Dalton (*Softball, Academy Softball*)

Erin Harveston – (*Volleyball*)

Johnathan Haskew, Jason Kirschbaum – (*Wrestling*)

Jeremy Jackson – (*Academy Baseball, Academy Football*)

Jimmy Clyde McGullion (*Academy Baseball*)

Justin Thomas, David Bragg, Earl Blevins,

Patrick Ferguson – (*Academy Football*)

Delorah Starkey (*Academy Girls Basketball*)

Haley Baker, Ryli Renfro (*Academy Softball*)

Whitwell High School – Amanda Sullivan (*Volleyball*)

Whitwell Middle School – Coby Davis, Isaac Youngblood (*Football*)

**LL. Approve 2024 -2025 School Sports Schedules:**

Jasper Middle School – Football

**MM. Approve Field Trips:**

Marion County High School – 50 Students to Birmingham, AL, 7/26/24

South Pittsburg High School – 55 Students to Rossville, GA, 5/10/24

(Approved by Executive Order 4/29/2024)

Whitwell High School – 15 Students to Rockwood, TN, 6/17/24

- 20 Students to Chattanooga, TN, 7/12-14/24

-20 Students to New York City, NY, 12/18-20/24

Whitwell Middle School – 4 Students to Crossville, TN, 5/30/24

- 10 Students to New York City, NY, 12/18-20/24

**VII. OLD BUSINESS**

A. Capital Projects

**VIII. NEW BUSINESS**

A. TSBA Awards:

Student of the Year Nominees:

Marion County High School – Erica Fulfer

South Pittsburg High School – Amya Todd

Whitwell High School – Macey Graham

Volunteer of the Year Nominees:

Jasper Elementary School – Ryan Carter

Marion County High School – Michelle Miller

South Pittsburg High School – Mary Katherine Dawkins

Whitwell High School – Nicole Thomas

Whitwell Middle School – Barry Cookston

**MARION COUNTY BOARD OF EDUCATION**

**April Regular Meeting**

**April 8, 2024**

**5:00 p.m.**

**MINUTES**

The Marion County Board of Education met in Regular Session on April 8, 2024. Members present were Mr. Ryan Phillips, Mrs. Linda Hooper, Mrs. Donna Blansett, Mr. Nathan Billingsley, Mr. Bo Nunley and Board Attorney, Mr. Mark Raines.

Chairperson Ryan Phillips called the meeting to order.

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

**RECOGNITION:** Chairman Phillips recognized the students that attended the TSBA SCOPE Conference. Dr. Griffith stated due to extracurricular activities they were unable to attend. Mr. Phillips stated the certificates for each of the students will be sent to the school in which they represented.

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

**CONSENT AGENDA:**

- A. Approve Minutes: Regular Meeting March 11, 2024
- B. Financial Reports and Cash Flow Analysis for March 2024
- C. Budget Amendments: (1) General Purpose Fund 141 Amendment #10  
(2) Federal Projects Fund 142 Amendment #9
- D. New Board Policy 3.204.1 "Threat Assessment Team" (2<sup>nd</sup> Reading)
- E. Amend Board Policy 5.500 "Harassment/Sexual Harassment and Discrimination"
- F. Amend Board Policy 1.404 "Appeals to and Appearances Before the Board"
- G. Request Approval to Pay Integrated Properties, LLC Request #4 for South Pittsburg High School Theater Renovations
- H. Request Approval Interquest Detection Canines for the 2024-2025 School Year
- I. Request Approval to Pay Tri-Con, Inc. Application #17 and the Retainage Account for the New Jasper Middle School
- J. Request Approval of Change Order#1 with OLG Engineering Inc. for South Pittsburg High School Theater Renovations
- K. Request Approval to Pay Integrated Properties, LLC Request #5 for South Pittsburg High School Theater Renovations

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

#### OLD BUSINESS

##### A. Capital Projects

##### Items Added to the Consent Agenda

1. Request Approval to Pay Tri-con, Inc. Application #18 and the Retainage Account for the New Jasper Middle School
2. Request Approval to Pay McCloskey Mechanical Contractors, Inc. Application #6 for Cooling Towers at Jasper Elementary School and Whitwell Elementary School

Amend Board Policy 5.500 "Harassment/Sexual Harassment and Discrimination" & Amend Board Policy 1.404 "Appeals to and Appearances Before the Board" – Dr. Griffith stated both policies were amended to be compliant with the new state laws.

Request Approval to Pay Integrated Properties, LLC Request #4 for South Pittsburg High School Theater Renovations – Mrs. Hooper stated she was not opposed of the Item, but wanted to make sure Whitwell High School's Theater Renovations would be next in line. Dr. Griffith concurred.

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

Capital Projects – Dr. Griffith asked Project Manager, Randy Gilliam to give an update on the progress of the new Jasper Middle School. Mr. Gilliam stated he met with the independent roofing company. He added there were only a couple of minor issues, but those will be taken care of. He stated there should be more gravel put down in the back of the building within the next few weeks. Mr. Gilliam stated it will be depending on the weather as to when the concrete will be poured at the back of the auditorium. The first coat of finish has been put down on the gym floors and they are ready to install the bleachers. The tile is also being put down throughout the building. Chairman Phillips asked if a date has been set to move in. Dr. Griffith stated not at this time. He added we are hoping to move in this summer. Chairman Phillips asked about a traffic study in the coordination of the three schools dismissal times. Dr. Griffith stated we will be dismissing on staggered times, and we are hoping to get that worked out as soon as we can. Chairman Phillips asked where the caution lights would be placed. Mr. Gilliam stated those are secured and on hold at this time until the Tennessee Department of Transportation (TDOT) puts the turning lane in. Dr. Griffith concurred.

Mrs. Blansett asked if there were certain things the schools were asking for would it be a good time to submit those before voting on the upcoming budget. Dr. Griffith concurred.

Dr. Griffith stated in memory of Mrs. Cristy Moss Collier (School Pathologist), the Board sent three separate donations to South Pittsburg Elementary School Library. He expressed his condolences and read aloud a card from the family.

Chairman Phillips stated the next scheduled Board Meeting is Monday, May 13, 2024 at 5:00 p.m. All members agreed.

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

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Ryan Phillips, Chairperson

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Mark A. Griffith, Secretary

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

**Mark A. Griffith**  
Director of Schools

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

MEMORANDUM

TO: School Board Members

FROM: Mark A. Griffith, Director of Schools

DATE: May 13, 2024

SUBJECT: Monthly Financial Reports: April 2024  
Cash Flow Analysis: April 2024



Attached you will find financial reports for the General Purpose School Fund (141). We have derived a one-page format that should be of benefit in giving an overall evaluation of each department without having to analyze each line of the budget.

These reports will be provided to you on a monthly basis. Let us know if we can be of further assistance.



**ESTIMATED STATEMENT OF CASH FLOW**

FY 2023-2024

<b>Fund 141</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ESTIMATED</b>	<b>ESTIMATED</b>
<b>General Purpose School Fund</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>JUNE</b>	<b>JUNE</b>	<b>JUNE</b>
Cash Receipts	1,172,669	4,638,491	4,200,766	3,506,509	4,251,652	5,426,696	4,310,304	5,906,201	3,711,810	4,718,768	710,000	2,500,000	2,500,000		
Loan Proceeds															
Transfers In														150,000	
Total Cash Inflows	1,172,669	4,638,491	4,200,766	3,506,509	4,251,652	5,426,696	4,310,304	5,906,201	3,711,810	4,718,768	710,000	2,500,000	2,650,000		
Beg Cash Bal	9,876,762	8,518,412	11,202,462	12,018,451	12,399,586	13,404,220	15,739,649	16,700,932	19,142,309	18,498,012	19,764,187	16,849,187	16,849,187		
Available Cash	11,049,432	13,156,903	15,403,228	15,524,960	16,651,239	18,830,916	20,049,953	22,607,134	22,854,119	23,216,780	20,474,187	19,499,187	19,499,187		
Cash Payments	2,531,020	1,954,440	3,384,777	3,125,373	3,247,019	3,091,267	3,349,021	3,464,825	4,356,106	3,452,593	3,625,000	4,250,000	4,250,000		
Transfers Out															
Total Cash Outflows	2,531,020	1,954,440	3,384,777	3,125,373	3,247,019	3,091,267	3,349,021	3,464,825	4,356,106	3,452,593	3,625,000	4,250,000	4,250,000		
End Balance	8,518,412	11,202,462	12,018,451	12,399,586	13,404,220	15,739,649	16,700,932	19,142,309	18,498,012	19,764,187	16,849,187	15,249,187	15,249,187		

*For Discussion Purposes Only*

MARION COUNTY SCHOOLS  
GENERAL PURPOSE SCHOOL FUND

April 2024

REVENUES / SOURCES OF FUNDS	2023-2024 BUDGET	APR YTD ACTUAL	CHANGE	PERCENT REMAINING
County Taxes	9,761,716	11,260,437	1,498,721	15.35%
Licenses and Permits	2,289	1,319	(970)	-42.39%
Charges for Current Services	159,550	74,860	(84,690)	-53.08%
Other Local Revenue	72,000	12,620	(59,380)	-82.47%
State Education Funds	32,031,215	26,695,220	(5,335,995)	-16.66%
Other State Revenue	874,367	687,883	(186,484)	-21.33%
On-Behalf Contributions for OPEB	105,543	0	(105,543)	-100.00%
Federal Funds Received thru State	0	0	0	0.00%
Other Governments - Contributions	0	0	0	0.00%
Other Sources	150,000	78,788	(71,212)	-47.47%
Budgeted Fund Balance	2,123,000	0	(2,123,000)	-100.00%
<b>TOTAL REVENUES</b>	<b>\$45,279,680</b>	<b>\$38,811,126</b>	<b>(\$6,468,554)</b>	<b>-14.29%</b>
USES OF FUNDS	2023-2024 BUDGET	APR YTD ACTUAL	CHANGE	PERCENT REMAINING
Attendance	167,075	135,289	(31,786)	-19.02%
Board of Education Services	704,769	470,290	(234,479)	-33.27%
Capital Outlay - Building/Grounds	0	0	0	0.00%
Capital Outlay	2,742,303	1,127,568	(1,614,735)	-58.88%
Community Learning Centers Grant	0	0	0	0.00%
Community Service: JES Programs	62,739	22,882	(39,857)	-63.53%
Community Service: SPE Programs	57,539	19,052	(38,487)	-66.89%
Community Service: WES Programs	36,112	27,668	(8,444)	-23.38%
Differential Pay Plan	162,711	104,025	(58,686)	-36.07%
Director of Schools	429,894	322,408	(107,486)	-25.00%
Fiscal Services	449,217	326,968	(122,249)	-27.21%
Health Services	369,750	267,146	(102,604)	-27.75%
School Health Grant	97,791	79,540	(18,251)	-18.66%
Maintenance of Plant	1,009,357	778,362	(230,995)	-22.89%
Operation of Plant	3,407,432	2,463,150	(944,282)	-27.71%
Operating Transfer - Bond Payment	1,250,000	0	(1,250,000)	-100.00%
Personnel / Employee Services	198,767	154,126	(44,641)	-22.46%
Pre-K State Grant	384,786	306,641	(78,145)	-20.31%
Regular Instruction Program	21,643,552	16,534,023	(5,109,529)	-23.61%
Regular Education Summer Learning	0	0	0	0.00%
Safe School Grant/School Security Grant	157,017	59,606	(97,411)	0.00%
Special Education Program	3,632,949	2,691,662	(941,287)	-25.91%
State Special Education Preschool	49,974	14,617	(35,357)	-70.75%
Special Education: Transition to Work Grant	0	0	0	0.00%
Special Education: High Cost	0	0	0	0.00%
Technology	684,458	474,206	(210,252)	-30.72%
Transportation	1,273,489	900,054	(373,435)	-29.32%
VocEd: Innovative School Models	4,200,000	1,350,322	(2,849,678)	-67.85%
Vocational Education/CTE Program	2,059,999	1,509,534	(550,465)	-26.72%
Vocational Education/Fed thru State Grant	48,000	48,000	0	0.00%
<b>TOTAL USES OF FUNDS</b>	<b>\$45,279,680</b>	<b>\$30,187,140</b>	<b>(\$15,092,540)</b>	<b>-33.33%</b>
EXCESS SOURCES (USES) OF FUNDS	0	8,623,986	8,623,986	
EXCESS FUND BALANCE BEGINNING OF YEAR	10,638,390	19,262,377	8,623,986	
3% FUND BALANCE	1,358,390	1,358,390		
EXCESS FUND BALANCE END OF YEAR	\$9,280,000	\$17,903,987	\$17,247,973	

**MARION COUNTY DEPARTMENT OF EDUCATION**

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

Carol C. Newton, CPA  
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: May 13, 2024

Subject: General Purpose Fund 141 Budget Amendment #11

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

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

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

Marion County Schools  
 Budget Amendment #11: Summary  
 May 2024

Account #	Description	Source	Uses	Net Cash Flow Adjustment	Yes/No Commission
1) 141-46610- -STCLP	Career Ladder Program	1,144			Yes
141-72320-117-DOSCH	CEO Program		1,000		
141-72320-201-DOSCH	Social Security		62		
141-72320-204-DOSCH	State Retirement		68		
141-72320-212-DOSCH	Medicare		14		
		<u>1,144</u>	<u>1,144</u>	<u>0</u>	

To amend the Director of Schools budget for the CEO Supplement funded by the State

2) 141-72520-207-PERSO	Medical Insurance		500		No
141-72520-599-PERSO	Other Charges	500			
		<u>500</u>	<u>500</u>	<u>0</u>	

To amend the Personnel Services budget for additional medical insurance

3) 141-72210-499-REGED	Other Supplies/Materials		500		No
141-72210-790-REGED	Equipment	500			
141-72410-399-REGED	Other Contracted Services		300		
141-72410-599-REGED	Other Charges	300			
		<u>800</u>	<u>800</u>	<u>0</u>	

To amend the Regular Education budget for additional supplies/materials and contracted services

4) 141-46590- -RESUM		436,433			Yes
141-47590- -RESUM		73,360			
141-71100-116-RESUM	Teachers		321,300		
141-71100-201-RESUM	Social Security		19,921		
141-71100-204-RESUM	Retirement		25,683		
141-71100-212-RESUM	Medicare		4,659		
141-71100-217-RESUM	Retirement-Hybrid		3,213		
141-71100-429-RESUM	Instructional Supplies		10,200		
141-71200-163-RESUM	Educational Assistants-Sp Ed		7,854		
141-71200-201-RESUM	Social Security		487		
141-71200-204-RESUM	Retirement		602		
141-71200-212-RESUM	Medicare		114		
141-72120-189-RESUM	Nurses		9,104		
141-72120-201-RESUM	Social Security		564		
141-72120-204-RESUM	Retirement		697		
141-72120-212-RESUM	Medicare		132		
141-72120-355-RESUM	Travel		344		
141-72410-139-RESUM	Assistant Principals-Building Leaders		22,848		
141-72410-201-RESUM	Social Security		1,417		
141-72410-204-RESUM	Retirement		1,828		
141-72410-212-RESUM	Medicare		331		
141-72410-217-RESUM	Retirement-Hybrid		228		
141-72710-315-RESUM	Transportation		78,267		
		<u>509,793</u>	<u>509,793</u>	<u>0</u>	

To amend the budget for the Summer Camps funded by the State

Marion County Schools  
 Budget Amendment #11: Summary  
 May 2024

Account #	Description	Source	Uses	Net Cash Flow Adjustment	Yes/No Commission
5) 141-71200-207-SPEED	Medical Insurance	25,000			Yes
141-72220-312-SPEED	Contracts with Private Agencies		25,000		
141-72220-207-SPEED	Medical Insurance		230		
141-72220-355-SPEED	Travel	230			
		<u>25,230</u>	<u>25,230</u>	<u>0</u>	

To amend the Special Ed budget for additional medical insurance and increase contracts with private agencies

6) 141-72250-499-TECHN	Other Supplies and Materials	3,000			No
141-72250-790-TECHN	Other Equipment		3,000		
		<u>3,000</u>	<u>3,000</u>	<u>0</u>	

To amend the Technology budget for additional equipment

7) 141-71300-599-VISMC	Other Charges	40,000			Yes
141-76100-399-VISMC	Capital Contracted Services		40,000		
141-71300-599-VISSP	Other Charges	40,000			
141-76100-399-VISSP	Capital Contracted Services		40,000		
141-71300-599-VISWH	Other Charges	40,000			
141-76100-399-VISWH	Capital Contracted Services		40,000		
		<u>120,000</u>	<u>120,000</u>	<u>0</u>	

To amend the Vocational Innovative School Models grants to move other charges to capital contracted services

TOTAL AMENDMENTS		<u>660,467 #</u>	<u>660,467 #</u>	<u>0</u>	
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DESCRIPTION	FD	FCT	OBJ	JBI	CST CTR	AMEND #11		ENTRY	NOTES	COMM
						April	DR/(CR)			
Misc. Refunds - Worker's Comp. Fee	141	44170	-	-	BOARD	15,000	15,000	0		
Misc. Refunds - Health SVCs Reimb. f/Sho	141	44170	-	-	HSERV	0	0	0		
Insurance Recovery	141	44170	-	-	LRINS	45,000	45,000	0		
Misc. Refunds - Other	141	44170	-	-	LRMRO	500	500	0		
Misc. Refunds - Other	141	44170	-	-	REGED	3,000	3,000	0		
Misc. Refunds - Other	141	44170	-	-	SPEED	500	500	0		
Sale of Property - Regular Education	141	44540	-	-	REGED	0	0	0		
Sale of Property - Vocational	141	44540	-	-	VOCED	1,000	1,000	0		
Damages Recovered - Textbooks	141	44560	-	-	REGED	500	500	0		
Contributions/Gifts	141	44570	-	-	REGED	6,000	6,000	0		
Other Local Revenues - Other	141	44990	-	-	LROLR	500	500	0		
Other Local Revenues - Reg Ed	141	44990	-	-	REGED	0	0	0		
On-Behalf Contributions for OPEB	141	46175	-	-	BOARD	105,543	105,543	0		
TN Investment in Student Achievement	141	46510	-	-	STTIS	27,358,355	27,358,355	0		
Basic Education Program	141	46511	-	-	STBEP	0	0	0		
<b>Other State Education Funds:</b>										
Driver's Education	141	46550	-	-	REGED	4,500	4,500	0		
Other State Funds-Student Mgmt	141	46590	-	-	ATTEN	0	0	0		
Pre-K Lottery : JES	141	46590	-	-	PKJES	0	0	0		
Pre-K Lottery : JES	141	46515	-	-	PKJES	104,782	104,782	0		
Pre-K Lottery : SPE	141	46590	-	-	PKSPE	0	0	0		
Pre-K Lottery : SPE	141	46515	-	-	PKSPE	85,266	85,266	0		
Pre-K Lottery : WES	141	46590	-	-	PKWES	0	0	0		
Pre-K Lottery : WES	141	46515	-	-	PKWES	194,738	194,738	0		
State Special Education Pre-K	141	46515	-	-	SPEPK	49,974	49,974	0		
Other State Education Funds	141	46590	-	-	REGED	0	0	0		
Other State Education Funds-Summer	141	46590	-	-	RESUM	0	436,433	436,433	Summer Camp Allocation from State	
Coordinated School Health Grant	141	46591	-	-	HSCSH	0	0	0		
Career Ladder Program	141	46610	-	-	STCLP	33,600	34,744	1,144	CEO Supplement from State	

0

DESCRIPTION	FD	FCT	OBJ	JBF	CST	CTR	AMEND #11		ENTRY	NOTES	COMM
							April	DR/(CR)			
Other Voc State Ed Funds: JMS	141	46790	-	-	VISJM		500,000	0			
Other Voc State Ed Funds: MCH	141	46790	-	-	VISMC		1,000,000	0			
Other Voc State Ed Funds: MES	141	46790	-	-	VISME		200,000	0			
Other Voc State Ed Funds: SPH	141	46790	-	-	VISSP		1,000,000	0			
Other Voc State Ed Funds: WHS	141	46790	-	-	VISWH		1,000,000	0			
Other Voc State Ed Funds: WMS	141	46790	-	-	VISWM		500,000	0			
State Revenue Sharing - TVA	141	46851	-	-	STTVA		690,350	0			
Other State Grants-School Security	141	46980	-	-	SAFES		157,017	0			
Other State Revenues - TennCare	141	46990	-	-	SPETN		27,000	0			437,577
<b>Special Education Grants to States</b>											
Special Education Grants to States	141	47143	-	-	SPEDF		0	0			
<b>Other Federal Thru State:</b>											
21'st Century Learning Center Grant -Adm	141	47147	-	-	CSCLA		0	0			
21'st Century Learning Center Grant -JES	141	47147	-	-	CSCLU		0	0			
21'st Century Learning Center Grant - SPE	141	47147	-	-	CSCLS		0	0			
21'st Century Learning Center Grant - WE	141	47147	-	-	CSCWL		0	0			
COVID-10 Grant #4	141	47304	-	-	TECHN		0	0			
Other Federal Thru State: Summer	141	47590	-	-	RESUM		0	73,360	73,360	Summer Camp Allocation from State	
Special Education Transition Grant	141	47590	-	-	SPETG		0	0			
Voc Ed- Federal Thru State	141	47590	-	-	VOWIA		0	0			
Operating Transfers - Indirect Costs	141	49800	-	-	OSIND		150,000	150,000			
Budgeted Unassigned Fund Balances	141	39000	-	-	-		2,075,000	2,075,000			
Budgeted Restricted Fund Balance	141	34555	-	-	VOCED		48,000	48,000			
							<b>45,279,679</b>	<b>45,790,616</b>	510,937		510,937

73,360  
0  
0

DESCRIPTION	FD	FCT	OBJ	JBM	CST	CTR	AMEND #11		ENTRY	NOTES	COMM
							April	DR/(CR)			
<b>DIRECTOR OF SCHOOLS</b>							XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		
Director of Schools	141	72320	101		DOSCH		(189,090)	(189,090)	0		
CEO Program	141	72320	117		DOSCH		0	(1,000)	(1,000)	Adjusted based on revised needs	
Secretary	141	72320	161		DOSCH		(46,240)	(46,240)	0		
Clerical Personnel	141	72320	162		DOSCH		(17,880)	(17,880)	0		
Social Security	141	72320	201		DOSCH		(13,908)	(13,970)	(62)	Adjusted based on revised needs	
State Retirement	141	72320	204		DOSCH		(17,494)	(17,562)	(68)	Adjusted based on revised needs	
Medical Insurance	141	72320	207		DOSCH		(30,360)	(30,360)	0		
Medicare	141	72320	212		DOSCH		(3,672)	(3,686)	(14)	Adjusted based on revised needs	
Communication	141	72320	307		DOSCH		(54,000)	(54,000)	0		
Dues and Memberships	141	72320	320		DOSCH		(5,500)	(5,500)	0		
Maintenance/Repair Services	141	72320	336		DOSCH		(2,500)	(2,500)	0		
Postage	141	72320	348		DOSCH		(3,000)	(3,000)	0		
Travel - local mileage and state conferenc	141	72320	355		DOSCH		(7,500)	(7,500)	0		
Contracted services - Cell phone	141	72320	399		DOSCH		(22,950)	(22,950)	0		
Office Supplies	141	72320	435		DOSCH		(5,500)	(5,500)	0		
Staff Development	141	72320	524		DOSCH		(7,800)	(7,800)	0		
Other charges	141	72320	599		DOSCH		(1,500)	(1,500)	0		
Administration equipment - misc.	141	72320	701		DOSCH		(1,000)	(1,000)	0		(1,144)



DESCRIPTION	FD	FCT	OBJ	JBI	CST	CTR	April		AMEND #11		ENTRY		NOTES	COMM
											DR/(CR)			
<b>PERSONNEL SERVICES</b>							XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX		
Director - Human Resources	141	72520	105		PERSO		(69,225)	(69,225)	0					
Admin Assistant	141	72520	161		PERSO		(19,040)	(19,040)	0					
Other Salaries & Wages	141	72520	189		PERSO		(57,780)	(57,780)	0					
Social Security	141	72520	201		PERSO		(9,055)	(9,055)	0					
State Retirement	141	72520	204		PERSO		(10,519)	(10,519)	0					
Medical Insurance	141	72520	207		PERSO		(17,130)	(17,630)	(500)			Adjusted based on revised needs		
Medicare	141	72520	212		PERSO		(2,118)	(2,118)	0					
Maintenance/Repair Services	141	72520	336		PERSO		(150)	(150)	0					
Travel - Local and conferences	141	72520	355		PERSO		(1,500)	(1,500)	0					
Other contracted services	141	72520	399		PERSO		(2,500)	(2,500)	0					
Office Supplies	141	72520	435		PERSO		(2,500)	(2,500)	0					
Staff Development	141	72520	524		PERSO		(4,000)	(4,000)	0					
Other charges	141	72520	599		PERSO		(2,500)	(2,000)	500			Adjusted based on revised needs		
Other equipment	141	72520	790		PERSO		(750)	(750)	0					0
<b>PRE-K PROGRAM</b>							XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX		
Teachers	141	73400	116	JES	PKJES		(51,840)	(51,840)	0					
Educational Assistants	141	73400	163		PKJES		(23,635)	(23,635)	0					
Social Security	141	73400	201		PKJES		(4,679)	(4,679)	0					
State Retirement	141	73400	204		PKJES		(5,232)	(5,232)	0					
Medical Insurance	141	73400	207		PKJES		(17,813)	(17,813)	0					
Medicare	141	73400	212		PKJES		(1,094)	(1,094)	0					
Workers Comp	141	73400	299		PKJES		(189)	(189)	0					
Contracted Services	141	73400	399		PKJES		0	0	0					
Instructional Supplies	141	73400	429		PKJES		(300)	(300)	0					
In-Service/Staff Development	141	73400	524		PKJES		0	0	0					
Other Equipment	141	73400	790		PKJES		0	0	0					

DESCRIPTION	FD	FCT	OBJ	JBI	CST	CTR	AMEND #11		ENTRY	NOTES	COMM
							April	DR/(CR)			
<b>REGULAR INSTRUCTION (CONT'D)</b>											
Career Ladder	141	72130	117		REGED		(1,000)	(1,000)	0		
Guidance Personnel	141	72130	123		REGED		(562,710)	(562,710)	0		
Clerical Personnel	141	72130	162		REGED		0	0	0		
Other Salaries	141	72130	189		REGED		(5,000)	(5,000)	0		
Social Security	141	72130	201		REGED		(35,260)	(35,260)	0		
State Retirement	141	72130	204		REGED		(45,497)	(45,497)	0		
Medical Insurance	141	72130	207		REGED		(96,210)	(96,210)	0		
Medicare	141	72130	212		REGED		(8,246)	(8,246)	0		
Retirement - Hybrid	141	72130	217		REGED		(1,000)	(1,000)	0		
Contracts with Gov't Agencies	141	72130	309		REGED		(110,000)	(110,000)	0		
Evaluation and Testing	141	72130	322		REGED		(29,000)	(29,000)	0		
Other Contracted Services	141	72130	399		REGED		(26,000)	(26,000)	0		
Other Supplies/Materials	141	72130	499		REGED		(3,000)	(3,000)	0		
Staff Development	141	72130	524		REGED		0	0	0		
Equipment	141	72130	790		REGED		(1,500)	(1,500)	0		0
Supervisor	141	72210	105		REGED		(318,265)	(318,265)	0		
Career Ladder	141	72210	117		REGED		(2,000)	(2,000)	0		
Librarians	141	72210	129		REGED		(547,000)	(547,000)	0		
Secretaries	141	72210	161		REGED		(17,880)	(17,880)	0		
Other Salaries	141	72210	189		REGED		0	0	0		
Social Security	141	72210	201		REGED		(54,879)	(54,879)	0		
State Retirement	141	72210	204		REGED		(70,669)	(70,669)	0		
Medical Insurance	141	72210	207		REGED		(126,860)	(126,860)	0		
Medicare	141	72210	212		REGED		(12,835)	(12,835)	0		
Retirement - Hybrid	141	72210	217		REGED		(2,500)	(2,500)	0		
Travel	141	72210	355		REGED		(7,500)	(7,500)	0		
Other Contracted Services	141	72210	399		REGED		(3,000)	(3,000)	0		
Library Books/Media	141	72210	432		REGED		(45,000)	(45,000)	0		
Other Supplies/Materials	141	72210	499		REGED		(2,000)	(2,500)	(500)	Adjusted based on revised needs	
Inservice/Staff Development	141	72210	524		REGED		(90,000)	(90,000)	0		
Other Charges	141	72210	599		REGED		(15,000)	(15,000)	0		
Equipment	141	72210	790		REGED		(5,000)	(4,500)	500	Adjusted based on revised needs	0

DESCRIPTION	FD	FCT	OBJ	JBI	CST	CTR	April	AMEND #11	ENTRY	NOTES	COMM
									DR/(CR)		
<b>REGULAR INSTRUCTION (CONT'D)</b>											
Principals	141	72410	104		REGED		(888,485)	(888,485)	0		
Career Ladder	141	72410	117		REGED		(4,000)	(4,000)	0		
Assistant Principals	141	72410	139		REGED		(512,750)	(512,750)	0		
Secretaries	141	72410	161		REGED		(524,220)	(524,220)	0		
Other Salaries	141	72410	189		REGED		(9,500)	(9,500)	0		
Social Security	141	72410	201		REGED		(120,215)	(120,215)	0		
State Retirement	141	72410	204		REGED		(150,923)	(150,923)	0		
Medical Insurance	141	72410	207		REGED		(355,920)	(355,920)	0		
Medicare	141	72410	212		REGED		(28,115)	(28,115)	0		
Retirement - Hybrid	141	72410	217		REGED		(1,500)	(1,500)	0		
Other Contracted Services	141	72410	399		REGED		(47,200)	(47,500)	(300)	Adjusted based on revised needs	
Other Charges	141	72410	599		REGED		(7,000)	(6,700)	300	Adjusted based on revised needs	
Equipment	141	72410	701		REGED		(13,800)	(13,800)	0		0

DESCRIPTION	FD	FCT	OBJ	JBI	CST	CTR	April		AMEND #11		ENTRY		NOTES	COMM
							XXXXXX	0	XXXXXX	0	XXXXXX	DR/(CR)		
<b>REG ED SUMMER LEARNING</b>							XXXXXX	0	XXXXXX	0	XXXXXX			
Teachers	141	71100	116		RESUM		XXXXXX	0	(321,300)	(321,300)	XXXXXX	Summer Camp Allocation from State		
Social Security	141	71100	201		RESUM		XXXXXX	0	(19,921)	(19,921)	XXXXXX	Summer Camp Allocation from State		
State Retirement	141	71100	204		RESUM		XXXXXX	0	(25,683)	(25,683)	XXXXXX	Summer Camp Allocation from State		
Medicare	141	71100	212		RESUM		XXXXXX	0	(4,659)	(4,659)	XXXXXX	Summer Camp Allocation from State		
Hybrid Retirement	141	71100	217		RESUM		XXXXXX	0	(3,213)	(3,213)	XXXXXX	Summer Camp Allocation from State		
Instructional Supplies	141	71100	429		RESUM		XXXXXX	0	(10,200)	(10,200)	XXXXXX	Summer Camp Allocation from State		
Educational Assistants-Sp Ed	141	71200	163		RESUM		XXXXXX	0	(7,854)	(7,854)	XXXXXX	Summer Camp Allocation from State	(384,976)	
Social Security	141	71200	201		RESUM		XXXXXX	0	(487)	(487)	XXXXXX	Summer Camp Allocation from State		
State Retirement	141	71200	204		RESUM		XXXXXX	0	(602)	(602)	XXXXXX	Summer Camp Allocation from State		
Medicare	141	71200	212		RESUM		XXXXXX	0	(114)	(114)	XXXXXX	Summer Camp Allocation from State		
Nurses	141	72120	189		RESUM		XXXXXX	0	(9,104)	(9,104)	XXXXXX	Summer Camp Allocation from State	(9,057)	
Social Security	141	72120	201		RESUM		XXXXXX	0	(564)	(564)	XXXXXX	Summer Camp Allocation from State		
State Retirement	141	72120	204		RESUM		XXXXXX	0	(697)	(697)	XXXXXX	Summer Camp Allocation from State		
Medicare	141	72120	212		RESUM		XXXXXX	0	(132)	(132)	XXXXXX	Summer Camp Allocation from State		
Travel	141	72120	355		RESUM		XXXXXX	0	(344)	(344)	XXXXXX	Summer Camp Allocation from State	(10,841)	
Assistant Principals-Bldg Leaders	141	72410	139		RESUM		XXXXXX	0	(22,848)	(22,848)	XXXXXX	Summer Camp Allocation from State		
Social Security	141	72410	201		RESUM		XXXXXX	0	(1,417)	(1,417)	XXXXXX	Summer Camp Allocation from State		
State Retirement	141	72410	204		RESUM		XXXXXX	0	(1,828)	(1,828)	XXXXXX	Summer Camp Allocation from State		
Medicare	141	72410	212		RESUM		XXXXXX	0	(331)	(331)	XXXXXX	Summer Camp Allocation from State		
Hybrid Retirement	141	72410	217		RESUM		XXXXXX	0	(228)	(228)	XXXXXX	Summer Camp Allocation from State	(26,652)	
Transportation	141	72710	315		RESUM		XXXXXX	0	(78,267)	(78,267)	XXXXXX	Summer Camp Allocation from State	(78,267)	
<b>SCHOOL SECURITY</b>							XXXXXX		XXXXXX		XXXXXX			
Other Contracted Services	141	72130	399		SAFES		XXXXXX	(16,550)	(16,550)	0	XXXXXX			
Administrative Equipment	141	72620	701		SAFES		XXXXXX	(140,467)	(140,467)	0	XXXXXX			

DESCRIPTION	FD	FCT	OBJ	JBI	CST	CTR	April		AMEND #11		ENTRY		NOTES	COMM
											DR/(CR)			
<b>SPECIAL EDUCATION</b>							XXXXXXXXXX	XXXXXXXXXX			XXXXXXXXXX			
Teachers	141	71200	116		SPEED		(1,460,625)	(1,460,625)			0			
Career Ladder	141	71200	117		SPEED		(3,000)	(3,000)			0			
Homebound Teachers	141	71200	128		SPEED		(20,000)	(20,000)			0			
Educational Assistants	141	71200	163		SPEED		(389,315)	(389,315)			0			
Speech Pathologist	141	71200	171		SPEED		(125,650)	(125,650)			0			
Other Salaries	141	71200	189		SPEED		(16,770)	(16,770)			0			
Substitutes- certified	141	71200	195		SPEED		(18,900)	(18,900)			0			
Substitutes- non-certified	141	71200	198		SPEED		(54,000)	(54,000)			0			
Social Security	141	71200	201		SPEED		(129,472)	(129,472)			0			
State Retirement	141	71200	204		SPEED		(157,980)	(157,980)			0			
Medical Insurance	141	71200	207		SPEED		(382,250)	(357,250)			25,000	Adjusted based on revised needs		
Medicare	141	71200	212		SPEED		(30,280)	(30,280)			0			
Retirement - Hybrid	141	71200	217		SPEED		(5,000)	(5,000)			0			
Contracts with Private Agencies	141	71200	312		SPEED		0	0			0			
Maintenance & Repair - Equipment	141	71200	336		SPEED		(1,200)	(1,200)			0			
Other Contracted Services	141	71200	399		SPEED		0	0			0			
Instructional Supplies/Materials	141	71200	429		SPEED		(6,000)	(6,000)			0			
Other Supplies/Materials	141	71200	499		SPEED		(9,000)	(9,000)			0			
Other Charges	141	71200	599		SPEED		(700)	(700)			0			
Equipment	141	71200	725		SPEED		(1,500)	(1,500)			0			25,000

DESCRIPTION	FD	FCT	OBJ	JBI	CST	CTR	April		AMEND #11		ENTRY	DR/(CR)	NOTES	COMM
Supervisor	141	72220	105		SPEED		(94,185)	(94,185)			0			
Career Ladder	141	72220	117		SPEED		(2,000)	(2,000)			0			
Secretaries	141	72220	161		SPEED		(35,760)	(35,760)			0			
Social Security	141	72220	201		SPEED		(8,181)	(8,181)			0			
State Retirement	141	72220	204		SPEED		(10,270)	(10,270)			0			
Medical Insurance	141	72220	207		SPEED		(16,720)	(16,950)		(230)		Adjusted based on revised needs		
Medicare	141	72220	212		SPEED		(1,913)	(1,913)			0			
Contracts with Private Agencies	141	72220	312		SPEED		(375,000)	(400,000)		(25,000)		Adjusted based on revised needs		
Repair/Maintenance Equipment	141	72220	336		SPEED		(750)	(750)			0			
Travel	141	72220	355		SPEED		(15,000)	(14,770)		230		Adjusted based on revised needs		
Other Contracted Services	141	72220	399		SPEED		0	0			0			
Other Supplies/Materials	141	72220	499		SPEED		(15,000)	(15,000)			0			
Inservice/Staff Development	141	72220	524		SPEED		(15,000)	(15,000)			0			
Other Charges	141	72220	599		SPEED		(1,800)	(1,800)			0			
Equipment	141	72220	725		SPEED		(2,000)	(2,000)			0			(25,000)
<b>SPECIAL EDUCATION (CONT'D)</b>														
Bus Driver	141	72710	146		SPEED		(25,410)	(25,410)			0			
Other Salaries	141	72710	189		SPEED		(21,780)	(21,780)			0			
Social Security	141	72710	201		SPEED		(2,926)	(2,926)			0			
State Retirement	141	72710	204		SPEED		(3,398)	(3,398)			0			
Medical Insurance	141	72710	207		SPEED		(8,530)	(8,530)			0			
Medicare	141	72710	212		SPEED		(684)	(684)			0			
Contracts with Parents	141	72710	313		SPEED		(3,000)	(3,000)			0			
Contracts with Vehicle Owners	141	72710	315		SPEED		(154,000)	(154,000)			0			
Maintenance & Repair - Vehicles	141	72710	338		SPEED		(4,000)	(4,000)			0			
Diesel	141	72710	412		SPEED		(4,000)	(4,000)			0			0

DESCRIPTION	FD	FCT	OBJ	JBI	CST	CTR	April		AMEND #11		ENTRY		NOTES	COMM
											DR/(CR)			
<b>TECHNOLOGY</b>								XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX			
Supervisor/Director	141	72250	105		TECHN		(75,585)	(75,585)	0					
Technology Assistant	141	72250	189		TECHN		(260,305)	(260,305)	0					
Social Security	141	72250	201		TECHN		(20,825)	(20,825)	0					
State Retirement	141	72250	204		TECHN		(23,428)	(23,428)	0					
Medical Insurance	141	72250	207		TECHN		(47,745)	(47,745)	0					
Medicare	141	72250	212		TECHN		(4,870)	(4,870)	0					
Internet Connectivity	141	72250	350		TECHN		(65,000)	(65,000)	0					
Travel - Local and conferences	141	72250	355		TECHN		(3,000)	(3,000)	0					
Other contracted services	141	72250	399		TECHN		(7,700)	(7,700)	0					
Office Supplies	141	72250	435		TECHN		(1,000)	(1,000)	0					
Cabling	141	72250	470		TECHN		(5,000)	(5,000)	0					
Software	141	72250	471		TECHN		(33,000)	(33,000)	0					
Other supplies and materials	141	72250	499		TECHN		(32,000)	(29,000)	3,000			Adjusted based on revised needs		
In-service/Staff development	141	72250	524		TECHN		(5,000)	(5,000)	0					
Other equipment	141	72250	790		TECHN		(100,000)	(103,000)	(3,000)			Adjusted based on revised needs		0
<b>TRANSPORTATION</b>								XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX			
Supervisor/Director	141	72710	105		TRANS		(13,590)	(13,590)	0					
Other Salaries and Wages	141	72710	189		TRANS		(44,180)	(44,180)	0					
Social Security	141	72710	201		TRANS		(3,582)	(3,582)	0					
State Retirement	141	72710	204		TRANS		(3,979)	(3,979)	0					
Medical Insurance	141	72710	207		TRANS		(5,545)	(5,545)	0					
Medicare	141	72710	212		TRANS		(838)	(838)	0					
Contracts with vehicle owners	141	72710	315		TRANS		(1,192,350)	(1,192,350)	0					
Maintenance and Repair Service	141	72710	338		TRANS		(1,000)	(1,000)	0					
Travel	141	72710	355		TRANS		(1,300)	(1,300)	0					
Other Contracted Services	141	72710	399		TRANS		(1,125)	(1,125)	0					
Other supplies and materials	141	72710	499		TRANS		(2,500)	(2,500)	0					
In-service/Staff development	141	72710	524		TRANS		(2,500)	(2,500)	0					
Transportation equipment	141	72710	729		TRANS		(1,000)	(1,000)	0					0

DESCRIPTION	FD	FCT	OBJ	JBE	CST	CTR	April	AMEND #11	ENTRY	NOTES	COMM
									DR/(CR)		
Teachers	141	71300	116		VISMC		0	0	0		
Guidance Counselors	141	71300	123		VISMC		0	0	0		
Clerical Personnel	141	71300	162		VISMC		0	0	0		
Social Security	141	71300	201		VISMC		0	0	0		
State Retirement	141	71300	204		VISMC		0	0	0		
Medicare	141	71300	212		VISMC		0	0	0		
Hybrid Retirement Stabilization	141	71300	217		VISMC		0	0	0		
Other Contracted Services	141	71300	399		VISMC		0	0	0		
Instructional Supplies/Materials	141	71300	429		VISMC		(5,100)	(5,100)	0		
Software	141	71300	471		VISMC		(78,219)	(78,219)	0		
Other Supplies and Materials	141	71300	499		VISMC		0	0	0		
Other Charges	141	71300	599		VISMC		(457,829)	(417,829)	40,000	Adjusted based on revised needs	
Vocational Equipment	141	71300	730		VISMC		(157,576)	(157,576)	0		40,000
<b>VOCED INNOVATIVE SCHOOL (CONT'D)</b>											
Other Equipment	141	72130	790		VISMC		(1,200)	(1,200)	0		0
Clerical Personnel	141	72230	162		VISMC		0	0	0		
Other Salary and Wages	141	72230	189		VISMC		(18,201)	(18,201)	0		
Social Security	141	72230	201		VISMC		(1,128)	(1,128)	0		
State Retirement	141	72230	204		VISMC		(1,574)	(1,574)	0		
Medical Insurance	141	72230	207		VISMC		(4,625)	(4,625)	0		
Medicare	141	72230	212		VISMC		(264)	(264)	0		
In-service/Staff Development	141	72230	524		VISMC		(4,284)	(4,284)	0		0
Other Equipment	141	72230	790		VISMC		0	0	0		0
Transportation-Other Contracted Svcs	141	72710	399		VISMC		0	0	0		
Capital-Architect	141	76100	304		VISMC		(30,000)	(30,000)	0		
Capital-Other Contracted Services	141	76100	399		VISMC		(15,000)	(55,000)	(40,000)	Adjusted based on revised needs	
Capital-Building Construction	141	76100	706		VISMC		(225,000)	(225,000)	0		
Capital-Building Improvements	141	76100	707		VISMC		0	0	0		
Capital-Other Equipment	141	76100	790		VISMC		0	0	0		(40,000)



DESCRIPTION	FD	FCT	OBJ	JBF	CST	CTR	April		AMEND #11		ENTRY		NOTES	COMM
											DR/(CR)			
<b>VOCED INNOVATIVE SCHOOL (CONT'D)</b>							XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX				
Teachers	141	71300	116		VISSP		(5,803)	(5,803)	0	0				
Guidance Counselors	141	71300	123		VISSP		0	0	0	0				
Clerical Personnel	141	71300	162		VISSP		0	0	0	0				
Social Security	141	71300	201		VISSP		(360)	(360)	0	0				
State Retirement	141	71300	204		VISSP		(504)	(504)	0	0				
Medicare	141	71300	212		VISSP		(84)	(84)	0	0				
Hybrid Retirement Stabilization	141	71300	217		VISSP		0	0	0	0				
Other Contracted Services	141	71300	399		VISSP		(2,500)	(2,500)	0	0				
Instructional Supplies/Materials	141	71300	429		VISSP		(23,350)	(23,350)	0	0				
Software	141	71300	471		VISSP		(162,458)	(162,458)	0	0				
Other Supplies and Materials	141	71300	499		VISSP		0	0	0	0				
Other Charges	141	71300	599		VISSP		(483,924)	(443,924)	40,000	Adjusted based on revised needs				
Vocational Equipment	141	71300	730		VISSP		(157,552)	(157,552)	0	0				40,000
Other Equipment	141	72130	790		VISSP		(1,200)	(1,200)	0	0				0
Clerical Personnel	141	72230	162		VISSP		0	0	0	0				
Other Salary and Wages	141	72230	189		VISSP		(18,201)	(18,201)	0	0				
Social Security	141	72230	201		VISSP		(1,128)	(1,128)	0	0				
State Retirement	141	72230	204		VISSP		(1,574)	(1,574)	0	0				
Medical Insurance	141	72230	207		VISSP		(4,625)	(4,625)	0	0				
Medicare	141	72230	212		VISSP		(264)	(264)	0	0				0
In-service/Staff Development	141	72230	524		VISSP		(8,973)	(8,973)	0	0				
Transportation-Other Contracted Svcs	141	72710	399		VISSP		(2,500)	(2,500)	0	0				0
Capital-Other Contracted Services	141	76100	399		VISSP		0	(40,000)	(40,000)	Adjusted based on revised needs				
Capital-Building Construction	141	76100	706		VISSP		(125,000)	(125,000)	0	0				(40,000)
Capital-Building Improvements	141	76100	707		VISSP		0	0	0	0				
Capital-Other Equipment	141	76100	790		VISSP		0	0	0	0				

DESCRIPTION	FD	FCT	OBJ	JBI	CST	CTR	April		AMEND #11		ENTRY		NOTES	COMM
											DR/(CR)			
Teachers	141	71300	116		VISWH		0	0	0	0				
Guidance Counselors	141	71300	123		VISWH		0	0	0	0				
Clerical Personnel	141	71300	162		VISWH		0	0	0	0				
Social Security	141	71300	201		VISWH		0	0	0	0				
State Retirement	141	71300	204		VISWH		0	0	0	0				
Medicare	141	71300	212		VISWH		0	0	0	0				
Hybrid Retirement Stabilization	141	71300	217		VISWH		0	0	0	0				
Other Contracted Services	141	71300	399		VISWH		0	0	0	0				
Instructional Supplies/Materials	141	71300	429		VISWH		(17,100)	(17,100)	0	0				
Software	141	71300	471		VISWH		(78,219)	(78,219)	0	0				
Other Supplies and Materials	141	71300	499		VISWH		0	0	0	0				
Other Charges	141	71300	599		VISWH		(451,779)	(411,779)	40,000	Adjusted based on revised needs				
Vocational Equipment	141	71300	730		VISWH		(159,626)	(159,626)	0	0				40,000
<b>VOCED INNOVATIVE SCHOOL (CONT'D)</b>							XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX				
Other Equipment	141	72130	790		VISWH		(1,200)	(1,200)	0	0				0
Clerical Personnel	141	72230	162		VISWH		0	0	0	0				
Other Salary and Wages	141	72230	189		VISWH		(18,201)	(18,201)	0	0				
Social Security	141	72230	201		VISWH		(1,128)	(1,128)	0	0				
State Retirement	141	72230	204		VISWH		(1,574)	(1,574)	0	0				
Medical Insurance	141	72230	207		VISWH		(4,625)	(4,625)	0	0				
Medicare	141	72230	212		VISWH		(264)	(264)	0	0				0
In-service/Staff Development	141	72230	524		VISWH		(3,284)	(3,284)	0	0				
Other Equipment	141	72230	790		VISWH		0	0	0	0				
Transportation-Other Contracted Svcs	141	72710	399		VISWH		0	0	0	0				0
Capital-Architect	141	76100	304		VISWH		(30,000)	(30,000)	0	0				
Capital-Other Contracted Services	141	76100	399		VISWH		0	(40,000)	(40,000)	Adjusted based on revised needs				
Capital-Building Construction	141	76100	706		VISWH		(225,000)	(225,000)	0	0				
Capital-Building Improvements	141	76100	707		VISWH		(8,000)	(8,000)	0	0				
Capital-Other Equipment	141	76100	790		VISWH		0	0	0	0				(40,000)

**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: May 13, 2024

Subject: Federal Projects Fund 142 Amendment #10

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

The amendments are to account for revised allocation changes from the State to Title I, Title II, Title IV, IDEA Part B, and IDEA Preschool. The amendments will have to be approved by the state and will go to the Commission since there is a change to the allocation amounts. There is an amendment to move funds within Carl Perkins and HQIM Literacy Implementation Network grants. These amendments will have to be approved by the state but do 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.

Marion County Schools  
**Federal Projects Amendment #10**  
 May 2024

5/6/24  
 TITLE I

Account Description	Sub Fund	Function/Obj	Cost Ctr	April Amend #9	May Amend #10	DR (CR)
Revenue	101	47141		<b>1,046,030.37</b>	<b>1,036,987.30</b>	<b>(9,043.07)</b>
Teachers	101	71100 116	JES	116,840	116,840	0
Educ. Assistants	101	71100 163	JES	23,635	23,635	0
Soc. Sec. 6.2%	101	71100 201	JES	8,709	8,709	0
Retirement T 6.81%	101	71100 204	JES	9,347	9,347	0
Retirement TA 7.20%	101	71100 204	JES	1,702	1,702	0
Medical Insurance	101	71100 207	JES	16,469	16,469	0
Medicare 1.45%	101	71100 212	JES	2,037	2,037	0
Work. Comp. Ins	101	71100 299	JES	365	365	0
Other Contracted Serv	101	71100 399	JES	4,125	4,125	0
Instruct. Sup. & Mat.	101	71100 429	JES	739	739	0
Reg. Instr. Equipment	101	71100 722	JES	6,828	6,828	0
Other Sal. & Wages	101	72130 189	JES	32,685	32,685	0
Sal. & Wag (Parent Inv.)	101	72130 189	JES	0	0	0
Soc. Sec. 6.2%	101	72130 201	JES	2,026	2,026	0
Retirement T 6.81%	101	72130 204	JES	2,615	2,615	0
Medical Insurance	101	72130 207	JES	4,419	4,419	0
Medicare 1.45%	101	72130 212	JES	474	474	0
Work. Comp. Ins	101	72130 299	JES	85	85	0
Inservice/Staff Dev.	101	72210 524	JES	0	0	0
Equipment	101	72210 790	JES	0	0	0
Teachers	101	71100 116	JESPS	49,460	49,460	0
Educ. Assistants	101	71100 163	JESPS	23,060	23,060	0
Soc. Sec. 6.2%	101	71100 201	JESPS	4,496	4,496	0
Retirement T 6.81%	101	71100 204	JESPS	3,957	3,957	0
Retirement TA 7.20%	101	71100 204	JESPS	1,660	1,660	0
Medical Insurance	101	71100 207	JESPS	17,062	17,062	0
Medicare 1.45%	101	71100 212	JESPS	1,052	1,052	0
Work. Comp. Ins	101	71100 299	JESPS	189	189	0
Other Contracted Serv	101	71100 399	JESPS	0	0	0
Instruct. Sup. & Mat.	101	71100 429	JESPS	0	0	0
Reg. Instr. Equipment	101	71100 722	JESPS	0	0	0

## Federal Projects Amendment #10

TITLE I

May 2024

Account Description	Sub Fund	Function/Obj	Cost Ctr	April Amend #9	May Amend #10	DR (CR)
Teachers	101	71100 116	MES	0	0	0
Educ. Assistants	101	71100 163	MES	24,225	24,225	0
Soc. Sec. 6.2%	101	71100 201	MES	1,502	1,502	0
Retirement T 6.81%	101	71100 204	MES	0	0	0
Retirement TA 7.20%	101	71100 204	MES	1,744	1,744	0
Medical Insurance	101	71100 207	MES	7,938	7,938	0
Medicare 1.45%	101	71100 212	MES	351	351	0
Work. Comp. Ins	101	71100 299	MES	63	63	0
Other Contracted Serv	101	71100 399	MES	0	0	0
Instruct. Sup. & Mat.	101	71100 429	MES	8,671	8,671	0
Reg. Instr. Equipment	101	71100 722	MES	42,086	42,086	0
Teachers	101	71100 116	MESPS	42,000	42,000	0
Educ. Assistants	101	71100 163	MESPS	24,225	24,225	0
Soc. Sec. 6.2%	101	71100 201	MESPS	4,106	4,106	0
Retirement T 6.81%	101	71100 204	MESPS	3,650	3,650	0
Retirement TA 7.20%	101	71100 204	MESPS	1,744	1,744	0
Medical Insurance	101	71100 207	MESPS	17,062	17,062	0
Medicare 1.45%	101	71100 212	MESPS	960	960	0
Work. Comp. Ins	101	71100 299	MESPS	172	172	0
Other Contracted Serv	101	71100 399	MESPS	0	0	0
Instruct. Sup. & Mat.	101	71100 429	MESPS	0	0	0
Reg. Instr. Equipment	101	71100 722	MESPS	0	0	0
Teachers	101	71100 116	SPE	66,985	66,985	0
Educ. Assistants	101	71100 163	SPE	24,830	24,830	0
Soc. Sec. 6.2%	101	71100 201	SPE	5,693	5,693	0
Retirement T 6.81%	101	71100 204	SPE	5,359	5,359	0
Retirement TA 7.20%	101	71100 204	SPE	1,788	1,788	0
Medical Insurance	101	71100 207	SPE	24,244	24,244	0
Medicare 1.45%	101	71100 212	SPE	1,331	1,331	0
Work. Comp. Ins	101	71100 299	SPE	239	239	0
Other Contracted Serv	101	71100 399	SPE	0	0	0
Instruct. Sup. & Mat.	101	71100 429	SPE	119	99	20
Reg. Instr. Equipment	101	71100 722	SPE	8,646	8,666	(20)
Other Sal. & Wages	101	72130 189	SPE	25,985	25,985	0
Sal. & Wag (Parent Inv.)	101	72130 189	SPE	0	0	0
Soc. Sec. 6.2%	101	72130 201	SPE	1,611	1,611	0
Retirement T 10.63%	101	72130 204	SPE	2,079	2,079	0
Medical Insurance	101	72130 207	SPE	5,238	5,238	0
Medicare 1.45%	101	72130 212	SPE	377	377	0
Work. Comp. Ins	101	72130 299	SPE	68	68	0
Inservice/Staff Dev.	101	72210 524	SPE	0	0	0
Equipment	101	72210 790	SPE	0	0	0

Federal Projects Amendment #10  
May 2024

TITLE I

Account Description	Sub Fund	Function/Obj	Cost Ctr	April Amend #9	May Amend #10	DR (CR)
Teachers	101	71100 116	JMS	59,425	59,425	0
Educ. Assistants	101	71100 163	JMS	45,560	45,560	0
Soc. Sec. 6.2%	101	71100 201	JMS	6,509	6,509	0
Retirement T 6.81%	101	71100 204	JMS	4,754	4,754	0
Retirement TA 7.20%	101	71100 204	JMS	3,280	3,280	0
Medical Insurance	101	71100 207	JMS	21,394	21,394	0
Medicare 1.45%	101	71100 212	JMS	1,522	1,522	0
Work. Comp. Ins	101	71100 299	JMS	273	273	0
Other Contracted Serv	101	71100 399	JMS	10,500	10,500	0
Instruct. Sup. & Mat.	101	71100 429	JMS	16,883	16,883	0
Reg. Instr. Equipment	101	71100 722	JMS	34,522	34,522	0
Medical Insurance	101	71100 207	CEN	0	0	0
Instructional Supplies	101	71100 429	CEN	50	50	0
Other Sal. & Wages	101	72130 189	CEN	0	0	0
Sal. & Wag (Parent Inv.)	101	72130 189	CEN	14,280	14,280	0
Soc. Sec. 6.2%	101	72130 201	CEN	885	885	0
Retirement T 6.81%	101	72130 204	CEN	1,142	1,142	0
Medical Insurance	101	72130 207	CEN	0	0	0
Medicare 1.45%	101	72130 212	CEN	207	207	0
Work. Comp. Ins	101	72130 299	CEN	37	37	0
Travel	101	72130 355	CEN	0	0	0
Oth. Contr. Services	101	72130 399	CEN	0	0	0
Other Charges	101	72130 599	CEN	103,689.00	94,950.00	8,739
Inservice/Staff Dev.	101	72210 524	CEN	0	0	0
Transfers Out	101	99100 590	CEN	0	0	0
Indirect Cost	101	99100 504	CEN	31,991.37	31,687.30	304
				1,046,030.37	1,036,987.30	9,043.07
				0	0	0

Account Description	Sub Fund	Function/Obj	Cost Ctr	September Amend #3	May Amend #10	DR (CR)
Revenue	201	47189		382,442.08	390,169.36	7,727.28
Other Salaries & Wages	201	71100 198		9,000	9,000	0
Soc. Sec. 6.2%	201	71100 201		558	558	0
Medicare 1.45%	201	71100 212		131	131	0
Work. Comp. Ins	201	71100 299		23	23	0
Contracted Services	201	72210 399		90,000	90,000	0
Inservice/Staff Dev.	201	72210 524		269,905.00	277,374.00	(7,469)
Indirect Cost	201	99100 504		12,825.08	13,083.36	(258)
Transfer Out	201	99100 590				
				382,442.08	390,169.36	(7,727.28)

0 0 (0)

Account Description	Sub Fund	Function/Obj	Cost Ctr	September Amend #3	May Amend #10	DR (CR)
Revenue	401	47590		<b>95,103.49</b>	<b>95,920.58</b>	817.09
Instructional Supplies	401	71100 429		62,950.00	63,751.00	(801.00)
Equipment	401	71100 722		0.00	0.00	0.00
Other Salaries & Wages	401	72130 189		17,850.00	17,850.00	0.00
Social Security	401	72130 201		1,107.00	1,107.00	0.00
State Retirement	401	72130 204		1,428.00	1,428.00	0.00
Medicare	401	72130 212		259.00	259.00	0.00
Workers Comp	401	72130 299		46.00	46.00	0.00
Evaluation & Testing	401	72130 322		0.00	0.00	0.00
Contracted Services	401	72130 399		3,000.00	3,000.00	0.00
Other Charges	401	72130 599		5,000.00	5,000.00	0.00
Inservice/Staff Dev.	401	72210 524		2,000.00	2,000.00	0.00
Indirect Cost	401	99100 504		1,463.49	1,479.58	(16.09)
Transfers Out	401	99100 590				
				<b>95,103.49</b>	<b>95,920.58</b>	(817.09)

0 0 (0)



Account Description	Sub Fund	Function/Obj	Cost Ctr	March Amend #8	May Amend #10	DR (CR)
Revenue	801	47131		86,215.91	86,215.91	0.00
Instructional Supplies	801	71300 429		28,270.00	26,554.00	1,716.00
Other Supplies	801	71300 499		6,500.00	7,008.00	(508.00)
Vocational Equipment	801	71300 730		25,379.00	35,510.00	(10,131.00)
Travel	801	72130 355		5,000.00	2,199.00	2,801.00
Other Contracted Services	801	72130 399		5,500.00	5,500.00	0.00
Inservice/Staff Dev	801	72130 524		13,800.00	8,006.00	5,794.00
Indirect Cost	801	99100 504		1,766.91	1,438.91	328.00
				86,215.91	86,215.91	0.00
				0.00	0.00	0.00

Marion County Schools  
**Federal Projects Amendment #10**  
 May 2024

05/04/24  
 IDEA PT B

Account Description	Sub Fund	Function/Obj	Cost Ctr	October Amend #4	May Amend #10	DR (CR)
Revenue	901	47143		1,417,349.02	1,489,319.02	71,970.00
Teachers	901	71200 116		0	0	0
Educational Assistants	901	71200 163		448,325	448,325	0
Speech Pathologist	901	71200 171		1,500	3,675	(2,175)
Other salaries- Interpreters	901	71200 189		0	0	0
Social Security	901	71200 201		27,889	27,889	0
State Retirement	901	71200 204		32,399	32,399	0
Medical Insurance	901	71200 207		179,786	179,786	0
Medicare	901	71200 212		6,522	6,522	0
Workers Comp	901	71200 299		1,170	1,170	0
Instructional Supplies	901	71200 429		23,998	91,383	(67,385)
Other Supplies & Materials	901	71200 499		10,596	10,596	0
Other Charges-Private Svcs.	901	71200 599		0	0	0
Special Education Equipment	901	71200 725		74,258	74,258	0
Psychological Personnel	901	72220 124		221,250	221,250	0
Other salaries - Tech	901	72220 189		41,770	41,770	0
Other salaries	901	72220 189		66,855	66,855	0
Social Security	901	72220 201		20,452	20,452	0
State Retirement	901	72220 204		26,056	26,056	0
Medical Insurance	901	72220 207		41,310	41,310	0
Medicare	901	72220 212		4,783	4,783	0
Workers Comp	901	72220 299		858	858	0
Operating Lease Payments	901	72220 330		4,000	4,000	0
Other Supplies & Materials	901	72220 499		16,500	16,500	0
Staff Development	901	72220 524		20,000	20,000	0
Special Education Equipment	901	72220 790		39,210	39,210	0
Other salaries- Bus Attendant	901	72710 189		31,800	31,800	0
Social Security	901	72710 201		1,972	1,972	0
State Retirement	901	72710 204		2,290	2,290	0
Medical Insurance	901	72710 207		8,530	8,530	0
Medicare	901	72710 212		461	461	0
Workers Comp	901	72710 299		83	83	0
Maint & Repair-Vehicles	901	72710 338		10,000	10,000	0
Gasoline	901	72710 425		5,000	5,000	0
Lubricants	901	72710 433		4,000	4,000	0
Transfer Out - Ind. Cost (4.08%)	901	99100 504		43,726.02	46,136.02	(2,410)
				1,417,349.02	1,489,319.02	(71,970.00)
				0	0	0

Account Description	Sub Fund	Function/Obj	Cost Ctr	Original	May Amend #10	DR (CR)
Revenue	911	47145		43,486	45,406	1,920
Educational Assistants	911	71200 163		29,544	29,544	0
Social Security	911	71200 201		1,832	1,798	34
State Retirement	911	71200 204		2,127	2,127	0
Medical Insurance	911	71200 207		8,530	9,926	(1,396)
Medicare	911	71200 212		428	420	8
Workers Comp	911	71200 299		77	74	3
Other Supplies & Materials	911	71200 499		0	0	0
Special Education Equipment	911	71200 725		0	0	0
Transfer Out - Ind. Cost (4.08%)	911	99100 504		948	1,517	(569)
				43,486	45,406	(1,920)
				0	0	0

Account Description	Sub Fund	Function/Obj	Cost Ctr	November Amend #5	May Amend #10	DR (CR)
Revenue	953	47309		103,000	103,000	0
Non-Certified Substitute Teachers	953	71100 198		9270	2430	6,840
Social Security	953	71100 201		556	151	405
Medicare	953	71100 212		134	35	99
Instructional Supplies	953	71100 429		17,740	25,455	(7,715)
Other Contracted Services	953	72210 399		73,000	73,000	0
Staff Development	953	72210 524		2,300	1,929	371
Total Expenditures				103,000	103,000	0
				0	0	0

# Kaatz, Binkley, Jones, & Morris Architects, Inc

Bill To:

Marion County Schools  
204 Betsy Pack Drive  
Jasper, TN 37347

Invoice Date

4/4/2024

Invoice Number

2024-4-09\_2697-25

From:

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

New Jasper Middle -Fee based on bid amount

Total Fee based on Bid Amount	Previously Invoiced	Previously Paid	Current Invoice	Fee Remaining
\$1,867,195.00	\$1,778,650.00	\$1,778,650.00	\$10,000.00	\$78,545.00

This Invoice	\$10,000.00

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

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

# Kaatz, Binkley, Jones, & Morris Architects, Inc

Bill To:

Marion County Schools  
204 Betsy Pack Drive  
Jasper, TN 37347

Invoice Date

5/1/2024

Invoice Number

2024-05-01\_2697-21

From:

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

New Jasper Middle -Fee based on bid amount

Total Fee based on Bid Amount	Previously Invoiced	Previously Paid	Current Invoice	Fee Remaining
\$1,867,195.00	\$1,788,650.00	\$1,788,650.00	\$40,000.00	\$38,545.00

This Invoice	\$40,000.00

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

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





**Marion Natural Gas**

**South Pittsburg Board of Waterworks & Sewers**

**Service Work @ No Charge**

**Customer Name** Marion County School Board (Jasper Middle School)

**Customer Address** 15 HWY 150 Jasper, TN 37347

<b>Service Type</b>	<b>Water</b>		<b>Natural Gas</b>	X	<b>Sewer</b>	
	<b>Propane</b>		<b>Other</b>			

Item		Qty	Cost
2" POLY GAS PIPE		300	\$2,000.00
2" POLY TRANSITION FITTING		1	\$200.00
2" ELECTROFUSION COUPLING		1	\$50.00
2" 150# BLIND FLANGE		1	\$80.00
2" MUELLER VALVE		3	\$625.00
2" RIGID POLY RISER		1	\$275.00
SOLID COPPER TRACER WIRE		305	\$400.00
ROMET RMT3000 GAS METER		1	\$8,000.00
2" SENSUS 243-12-2 1.5-3.5 PSI (SET @ 2PSI)		1	\$2,000.00
2" B/I UNION		2	\$50.00
2" B/I PLUG		3	\$30.00
2" B/I NIPPLE		13	\$125.00
2" B/I ELBOW		2	\$30.00
2" B/I TEE		4	\$100.00
2" 150# THREADED FLANGE		2	\$150.00
2 X 2 X 3/4 B/I TEE		1	\$25.00
2" X 1" B/I BUSHING		2	\$10.00
1" MUELLER VALVE		1	\$75.00
1" B/I UNION		1	\$12.00
1" B/I PIPE		2	\$12.00
1" B/I NIPPLE		2	\$10.00

**Thank you for your buisness!**

<b>Sub-Total</b>	\$14,259.00
<b>Labor</b>	\$3,500.00
<b>Total</b>	\$17,759.00







## Bid Tabulation Sheet

### Project Description

Jasper Middle School Bid

### Date: Time: Location

9/18/2023 @8:30 A.M. CST

Marion Natural Gas

South Pittsburg Board of Waterworks & Sewers

Board Room

138 S Cedar Ave South Pittsburg, TN 37380

### Contractor / Bidder

*Hiwassee Construction Co.*

### Total Bid

*\$209,495.00*



**Subject:** Re: grant opportunity

**From:** Mark Griffith <mgriffith@mctns.net>

**To:** Candy Powers <cpowers@mctns.net>

**Cc:** Ruby Gamble <rgamble@mctns.net>, Ryan Phillips <jphillips@mctns.net>

**Date:** Friday, 04/12/2024 7:45 AM

---

Approved via Executive Order to proceed.....Thank you

On Thursday 04/11/2024 at 1:01 pm, Candy Powers wrote:

I am requesting permission to apply for a grant offered by Shaw Industries. I would specifically be asking them to donate in order to recarpet the SPES library after 25 years of good use.

Thank you.

Respectfully,  
Candace Powers

*Approved By Exec. Order:*

*J Ryan Phillips 4/12/2024*

*M. Griffith 4-12-2024*

**Subject:** Boys Basketball

**From:** Teena Casseday <tcasseday@mctns.net>

**To:** Ruby Gamble <rgamble@mctns.net>, Mark Griffith <mgriffith@mctns.net>, Tanya Tate <ttate@mctns.net>

**Date:** Monday, 04/15/2024 1:20 PM

---

Ezekeil Rudolph

I sent the new coach to be approved as paid for the last board meeting. That was an error on my part.

For the remainder of this school year 23-24 - he is considered a non faculty volunteer

For 24-25 I will send in a different way.

Sorry for the trouble.

A handwritten signature in black ink, appearing to be 'MCG', written in a cursive style.

# AIA® Document A101® – 2017

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the Ninth day of November in the year Two Thousand Twenty Three

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

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

and the Contractor:

*(Name, legal status, address and other information)*

Gann Construction Co. Inc.  
605 N Cedar Avenue  
South Pittsburg, TN 37380

for the following Project:

*(Name, location and detailed description)*

51322.3 Lobby Modifications for South Pittsburg High School-  
South Pittsburg, TN

Renovation of the existing Receptionist/Lobby Area to provide a secure entrance and receptionist window as detailed and specified in the Contract Documents. South Pittsburg High School located at 717 South Elm Street, South Pittsburg, TN 37380.

The Architect/engineer:

*(Name, legal status, address and other information)*

Oliver Little Gipson Engineering, Inc.  
301 Industrial Blvd.  
Tullahoma, TN 37388

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

3	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

Date of commencement shall be during week of 2024 spring break, March 29 through April 5, 2024.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

[ ] Not later than Ninety ( 90 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Thirty-Eight Thousand Seven Hundred and Sixty-Three Dollars and Seventy-One Cents ( \$ 138,763.71 ), subject to additions and deductions as provided in the Contract Documents.

Contract amount increased from original bid (\$125,807.44) by the amount of \$12,956.27 due to delay executing project and cost increase during this six month period. New contract amount is \$138,763.71. Due to delay in starting project during 2024 Spring Break the contract may change due to material price escalations. If there are any material price increases these will be handled by Change Order to the contract.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
N/A	

§ 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

N/A

§ 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

Init.



NA

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect/engineer by the Contractor and Certificates for Payment issued by the Architect/engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect/engineer not later than the fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect/engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect/engineer receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect/engineer may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect/engineer determines, in the Architect/engineer's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect/engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect/engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Init.

Retainage of 5%

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect/engineer.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect/engineer's final Certificate for Payment, or as follows:

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

8 % per annum

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect/engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect/engineer.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:

*(Name, address, email address, and other information)*

Mr. Randy Gilliam  
423-667-4882  
rgilliam@mctns.net

**§ 8.3** The Contractor's representative:

*(Name, address, email address, and other information)*

Gerald Gann  
Gann Construction Co. Inc.  
605 N Cedar Avenue  
South Pittsburg, TN 37380  
423-593-0725  
ggann@gannconstruction.com

Init.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

NA

- .5 Drawings  
Refer to Exhibit B, Drawing List.

*(Table deleted)*

- .6 Specifications  
Refer to Exhibit C, Table of Contents

*(Table deleted)*

- .7 Addenda, if any:

Number	Date	Pages
N/A		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

*(Table deleted)(Paragraphs deleted)*

*(Paragraph deleted)*

*(Table deleted)*

- .9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

  
\_\_\_\_\_  
**OWNER (Signature)**  
Dr. Mark Griffith, Director, Marion Co. Schools  
*(Printed name and title)*

  
\_\_\_\_\_  
**CONTRACTOR (Signature)**  
Gerald Gann President  
*(Printed name and title)*

# Marion County Board of Education

Monitoring:

Descriptor Term:

Descriptor Code:

Issued Date:

Review:

Annually,  
in April

## Child Custody/Parental Access

6.209

05/13/24

Rescinds:

Issued:

6.209

04/24/01

The board presumes that the person who enrolls a student in school is the student's custodial parent or the person seeking enrollment has been designated as a caregiver with the power of attorney for care of a minor child.<sup>1</sup> Unless a Tennessee court specifies otherwise, the custodial parent shall be the one whom the school district holds responsible for the education and welfare of that child.

Parents or guardians shall have the right to receive information contained in school records concerning their minor child.<sup>2</sup> The board, unless informed otherwise, assumes there are no restrictions regarding the non-custodial parent's right to be kept informed of the student's progress and activities. If restrictions are made relative to the rights of the non-custodial parent, the custodial parent shall be requested to submit a certified copy of the court order which curtails these specific rights.

Unless there are specific court-imposed restrictions, the non-custodial parent, upon request, shall be given access to all the student's educational records including but not limited to the student's cumulative file and the student's special education file, if applicable.<sup>3</sup>

No principal or teacher shall permit a change in the physical custody of a child at school unless:

1. The person seeking custody of the child presents the school official with a certified copy of a valid court order from a Tennessee court designating the person who has custody of the child; and
2. The person seeking custody shall give the school official reasonable advance notice of his/her intent to take custody of the child at school.<sup>4</sup>

The individual who has official custody of a child controls access of all other individuals to the child at school unless a court order specifies otherwise. A copy of all court orders, such as a restraining order, which affects access to a child, shall be on file at the school.

---

#### Legal References:

1. TCA 49-6-3001; TCA 34-6-302, 303, 304, 305
2. 20 U.S.C. § 1232g  
(Family Educational Rights and Privacy Act of 1974)
3. TCA 49-6-902
4. TCA 36-6-105

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#### Cross Reference:

Student Records 6.600-603

# Marion County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
<b>Review:</b> Annually, in April	<b>Student Disciplinary Hearing Authority</b>	<b>6.317</b>	<b>05/13/24</b>
		Rescinds:	Issued:
		<b>6.317</b>	<b>07/19/01</b>

A Disciplinary Hearing Authority (DHA) shall conduct appeals for students who have been suspended for more than ten (10) school days. The Board shall appoint a DHA which shall consist of 5 members. The Director of Schools shall recommend members of the DHA to the Board for approval. At least one (1) DHA member shall be a licensed employee of the district. All appointments are for one (1) year terms and subject to reappointment. Board members shall not serve on the DHA.<sup>1</sup>

The Director of Schools shall appoint a Chair of the DHA from the members appointed by the Board.

The Chair shall perform the following duties:

1. Set the time, place, and date for each hearing;
2. Maintain order and structure during each hearing; and
3. Prepare, sign, and disseminate the minutes of each meeting.
4. Notify appropriate persons of each meeting within forty-eight (48) hours of receiving notification of the suspension/expulsion; and
5. Sign and maintain a copy of minutes of the meeting.

Upon receiving notification of the request to appeal the suspension decision, the DHA shall provide written notification to the parent(s)/guardian(s) of the student, the student, and any other appropriate person of the time, place, and date of the hearing. The hearing shall be held no later than ten (10) days after the beginning of the suspension.<sup>2</sup>

The DHA may take the following disciplinary actions:<sup>3</sup>

1. Affirm the decision of the principal;
2. Order removal of the suspension unconditionally;
3. Order removal of the suspension upon such terms and conditions as it deems reasonable;
4. Assign the student to an alternative school or program; or
5. Suspend the student for a specified period of time. \*

## **Appeal to Director of Schools**

Within five (5) days of the DHA rendering a decision, the student, principal, principal-teacher, or assistant principal may request a review by the Director of Schools, or designee, and the Director's office shall review the record. Following the review, the Director, or designee, may uphold the decision of the DHA or modify the DHA's findings.

## **Appeal to Board of Education**

Within five (5) days of the Director of Schools decision, the student, principal, principal-teacher, or assistant principal may request a review by the Board, and the Board's office shall review the record.

Following the review, the Board may take the following actions.

### **Grant Request for Hearing<sup>4</sup>**

If the Board grants a hearing, it shall provide notice to the student and/or his/her parent(s)/guardian(s). The notice of the hearing shall include a statement that, unless the student or the student's parent(s)/guardian(s) requests an open hearing in writing within five (5) days of receipt of the notice, the hearing shall be closed to the public.

The Board may affirm, overturn, or modify the decision of the DHA.

### **Deny Request for Hearing<sup>4</sup>**

If the Board does not grant a hearing, it may affirm, overturn, or modify the decision of the DHA. The Board shall not impose a more severe penalty than that imposed by the DHA without first providing an opportunity for a hearing before the Board.

\* Note: Zero-tolerance offenses as set forth in statute require mandatory calendar year expulsion unless modified by the Director of Schools

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#### Legal References

1. TCA 49-6-3401(c)(4)(C)
2. TCA 49-6-3401(c)(4)(D)
3. TCA 49-6-3401(c)(5)
4. TCA 49-6-3401(c)(6)

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#### Cross References

Procedural Due Process 6.302  
Zero Tolerance Offenses 6.309  
Suspension 6.316  
Alternative Education 6.319  
Student Records 6.600



# Marion County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
<b>Review: Annually, in November</b>	<b>Summer School</b>	<b>4.204</b>	<b>05/13/24</b>
		Rescinds:	Issued:
		<b>4.204</b>	<b>04/24/01</b>

Summer schools shall be organized and operated as a part of the public school program, shall be under the control and management of the Board, and shall comply with rules and regulations of the State Board of Education.<sup>1</sup>

The summer school program, subject to annual approval by the Board, shall provide opportunities for review and limited regular courses at the middle and high school level, and special programs funded by the state and/or federal grants.

No class shall be taken for the first time during a summer school session unless the student has maintained a cumulative grade point average of at least 3.0 or its equivalent. Students who have a cumulative grade point average of at least 2.0 or its equivalent may take courses required for graduation for the first time during a summer school session upon the recommendation of the principal of the school which the student regularly attends.

No more than two (2) units shall be earned during any summer school session.

All summer school classes shall meet on school property, and any exceptions must be approved by the Board. The library, laboratories, and other facilities shall be made available to all students enrolled in the summer school program.

The Board shall annually determine the tuition rates.<sup>2</sup>

Three (3) unexcused absences in any course offered during summer school renders a student ineligible to receive credit in that course.

Absences shall be classified as either excused or unexcused as determined by the principal or his/her designee. Excused absences shall include:

1. Personal illness;
2. Illness of an immediate family member;
3. Death in the family;
4. Extreme weather conditions;
5. Religious observances; and
6. Circumstances which in the judgment of the principal or his/her designee create emergencies over which the student has no control.

1. At the end of the school year the two (2) semester grades per each course will be averaged. If the average is 60 or above, the student will "pass" that particular course for the year. However, if the average falls below 60, the student will be given the opportunity to repeat the *semester(s) failed* in the summer school immediately following the end of that school year. If the course averages for ELA and Math both fall below 60 the student will be required to attend and successfully complete summer school immediately following the end of that school year if the student does not choose to attend summer school or does not successfully complete the requirements, he slash she fails courses for the year and will be retained.

2. If the student does not choose to attend summer school, he/she fails the course for the year. Middle schools are not set up to offer 1/2 credits during the regular school year.

Legal References:

1. TRR/MS 0520-1-3-.03(7)(a)
2. TCA 49-6-3003

**Subject:** Re: Fwd: D1 TSSAA Class A East Sectional Track Meet

**From:** Larry Ziegler <lziegler@mctns.net>

**To:** Mark Griffith <mgriffith@mctns.net>

**Cc:** sarah ziegler <sziegler@mctns.net>, Ryan Phillips <jphillips@mctns.net>, Ruby Gamble <rgamble@mctns.net>

**Date:** Thursday, 05/02/2024 1:08 PM

Thank you.

Larry Ziegler  
Principal  
Marion County High School

--- Original message ---

**Subject:** Re: Fwd: D1 TSSAA Class A East Sectional Track Meet

**From:** Mark Griffith <mgriffith@mctns.net>

**To:** Larry Ziegler <lziegler@mctns.net>

**Cc:** sarah ziegler <sziegler@mctns.net>, Ryan Phillips <jphillips@mctns.net>, Ruby Gamble <rgamble@mctns.net>

**Date:** Thursday, 05/02/2024 12:42 PM

Approved to proceed via Executive Order sir.....Thank you

--- Original message ---

**Subject:** Fwd: D1 TSSAA Class A East Sectional Track Meet

**From:** Larry Ziegler <lziegler@mctns.net>

**To:** Mark Griffith <mgriffith@mctns.net>

**Cc:** sarah ziegler <sziegler@mctns.net>

**Date:** Thursday, 05/02/2024 12:01 PM

Dr. Griffith,

We just received the information today concerning Track Regionals (details below). I am requesting approval for the team to stay overnight.

Sincerely,

Larry Ziegler  
Principal  
Marion County High School

*J. Ryan Phillips*  
*5/2/2024*  
*M. Griffith*  
*5-2-24*

--- Original message ---

**Subject:** D1 TSSAA Class A East Sectional Track Meet

**From:** Tristan Chubb <tchubb@mctns.net>

**To:** Larry Ziegler <lziegler@mctns.net>, Tristan Chubb <tchubb@mctns.net>

**Date:** Thursday, 05/02/2024 10:51 AM

Dr. Ziegler, I am emailing to request permission for an overnight stay for myself and fellow students attending the D1 TSSAA Class A East

Sectional Track Meet at Eagleton College and Career Academy in Maryville, TN scheduled for Wednesday May 8th, 2024. We will be leaving on May 7th and given the distance and timing of the event, staying overnight would ensure our full participation and allow us to represent Marion County High School effectively. Rest assured, all arrangements regarding accommodation and supervision will be handled responsibly by myself and our designated chaperones.

Sincerely,  
Tristan Chubb

**Subject:** board approval

**From:** Teena Casseday <tcasseday@mctns.net>

**To:** Ruby Gamble <rgamble@mctns.net>

**Date:** Friday, 05/03/2024 6:21 AM

---

Requesting Board Approval to begin a Flag Football team at WHS for the 2024-2025 school year.

Approved for Agenda:

  
5-3-2024

# INTEGRATED PROPERTIES

Date: March 28, 2024  
 Address: Integrated Properties, LLC  
 P.O. Box 91298  
 Chattanooga, TN 37412  
 To: Marlon County Schools  
 204 Detsy Park Dr.  
 Jasper, TN 37347  
 Integrated Job No: 23-015  
 Re: South Pittsburg High School Theater Renovations  
 Payment Request No. 3

**SUMMARY OF CONTRACT AND CHANGE ORDERS**

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

*Retainage to Date*

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

Sworn to and subscribed before me

This 28<sup>th</sup> day of March, 2024  
Christie Ezell  
 NOTARY PUBLIC  
 My commission expires: NOV. 23, 2024



CONTRACTOR

Integrated Properties, LLC  
 By: [Signature]  
 Title: Project Manager  
 Print Name: Drew Toth

Architect's Certificate for Payment

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

AMOUNT CERTIFIED \$ 159,703.84

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

OWNER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Architect Engineer  
 By: [Signature] Date: 3-28-24

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

PO 178-33592  
 FY 22-23 (4/11/23)

**INVOICE NUMBER: IN00078199**



Building Systems Technology,  
 A Division of Eagle Fire  
 1310 Centerpoint Boulevard  
 Knoxville, TN 37932

INVOICE DATE:	03/12/2024
PAYMENT TERMS:	Net 30
PURCHASE ORDER NO.:	178-33592
CALL ACTION NO.:	

<b>BILL TO:</b>
Marion County Board of Education (TN) 204 Betsy Pack Drive Jasper, TN 37347

<b>WORKSITE ADDRESS:</b>
Jasper Middle School Intersection of State Route 28 & State Route 150 Extension Jasper, TN 37347

WORKSITE ID / SOLD TO ID:		17098 / 17212	
SERVICE TICKET NO.:			
INSPECTION CONTRACT NO.:			
JOB ID:		23-344	
SERVICE DATE COMPLETED:			
PROJECT MANAGER:		Rodney Sisemore	
LINE	QTY.	ITEM	DESCRIPTION
1	1	Progress	Billing

**NOTES**  
 Remarks: Billing for New Jasper Middle School Project - CAD, Equipment (Partial), & Labor

A finance charge of one and a half percent (1.5%) per month shall accrue on any past due transaction, which is an annual percentage rate of eighteen percent (18%).  Invoices paid by credit card will be subject to a processing fee of three percent (3%).	BILLING AMOUNT:	\$172,375.00
	RETENTION WITHHELD:	\$0.00
	SUBTOTAL:	\$172,375.00
	OTHER:	\$0.00
	TOTAL TAX:	\$0.00
TOTAL AMOUNT DUE:		\$172,375.00

Please reference the Invoice Number with your payment.

**REMIT TO ADDRESS:**

Corporate Office: Building Systems Technology, A Division of Eagle Fire Inc. • 7459 Whitepine Road • Richmond, VA 23237 • 804.743.2500.  
 24-Hour Emergency Service • Toll Free: 800.628.FIRE (3473) • www.eaglefire.com

Invoice  
 EFI 441.00  
 Issued 08.14.2020

Page 1 of 1  
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Building Systems Technology,  
A Division of Eagle Fire  
1310 Centerpoint Boulevard  
Knoxville, TN 37932

**INVOICE NUMBER: IN00081190**

INVOICE DATE:	04/15/2024
PAYMENT TERMS:	Net 30
PURCHASE ORDER NO.:	178-33592
CALL ACTION NO.:	

<b>BILL TO:</b>
Marion County Board of Education (TN) 204 Betsy Pack Drive Jasper, TN 37347

<b>WORKSITE ADDRESS:</b>
Jasper Middle School Intersection of State Route 28 & State Route 150 Extension Jasper, TN 37347

WORKSITE ID / SOLD TO ID:	17098 / 17212
SERVICE TICKET NO.:	
INSPECTION CONTRACT NO.:	
JOB ID:	23-344
SERVICE DATE COMPLETED:	
PROJECT MANAGER:	Rodney Sisemore

LINE	QTY.	ITEM	DESCRIPTION
1	1	Progress Billing	

<b>NOTES</b>
Remarks: Billing for New Jasper Middle School Project - 65%

<p>A finance charge of one and a half percent (1.5%) per month shall accrue on any past due transaction, which is an annual percentage rate of eighteen percent (18%).</p> <p>Invoices paid by credit card will be subject to a processing fee of three percent (3%).</p>	<b>BILLING AMOUNT:</b>	\$147,750.00
	<b>RETENTION WITHHELD:</b>	\$0.00
	<b>SUBTOTAL:</b>	\$147,750.00
	<b>OTHER:</b>	\$0.00
	<b>TOTAL TAX:</b>	\$0.00
<b>TOTAL AMOUNT DUE:</b>		\$147,750.00

Please reference the Invoice Number with your payment.

**REMIT TO ADDRESS:**

Corporate Office: Building Systems Technology, A Division of Eagle Fire Inc. • 7459 Whitepine Road • Richmond, VA 23237 • 804.743.2500  
24-Hour Emergency Service • Toll Free: 800.628.FIRE (3473) • www.eaglefire.com

Invoice  
441.00  
dated 08.14.2020



**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

May 7, 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 #19

Dear Mr. Griffith:

Please find enclosed the Application and Certificate for Payment for the period ending April 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 \$931,353.61 to Tri-Con, Inc., and \$49,018.61 to the retainage account. This brings the total paid to Tri-Con, Inc. to date to \$26,990,257.91 and the total of the retainage account to \$1,420,539.89.

Thank you,



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

Enclosures

(1) Tri-Con, Inc. Pay Request

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO: Jason Morris, RBJM 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: 19

PERIOD TO: 4/30/2024

CONTRACT DATE: 8/31/2022

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change orders approved in previous months by Owner			
Total		50.00	-5696,507.00
Approved this Month			
Number	Date Approved		
TOTALS		50.00	(5696,507.00)
Net change by Change Orders			(5696,507.00)

1. ORIGINAL CONTRACT SUM..... 532,649,000.00
2. Net change by Change Orders..... (5696,507.00)
3. CONTRACT SUM TO DATE (Line 1+2)..... 531,952,493.00
4. TOTAL COMPLETED & STORED TO DATE..... 528,410,797.80

**5. RETAINAGE:**

- a. 5 % of Completed Work (Column D+E on G703) 51,420,539.89
- b. 5 % of Stored Material (Column F on G703) 50.00

Total Retainage (Line 5a+5b or Total in Column I of G703)..... 51,420,539.89

6. TOTAL EARNED LESS RETAINAGE..... 526,990,257.91

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.

**7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 less Line 5 Total)**

8. CURRENT PAYMENT DUE..... 526,058,904.30
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 Less Line 6)..... 5931,353.61

**GENERAL CONTRACTOR:**

By: *[Signature]*  
 State of Tennessee  
 Subscribed and sworn to before me this 5/1/24 day of May 2024  
 Notary Public: *[Signature]*  
 My Commission expires: 11-28-24



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

**AMOUNT CERTIFIED..... 5,931,353.61**

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

**ARCHITECT:**

By: *[Signature]*

Date: 5/7/24

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: 05/01/24  
 PERIOD TO: 04/30/24

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN DORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	General Conditions	\$1,000,000.00	\$780,000.00	\$40,000.00	\$0.00	\$820,000.00	82.0%	\$180,000.00	5%	
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	\$1,805,000.00	\$38,000.00	\$0.00	\$1,843,000.00	97.0%	\$57,000.00	\$92,150.00	
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	\$1,378,860.00	\$0.00	\$0.00	\$1,378,860.00	98.0%	\$28,140.00	\$68,943.00	
8	Doors and Hardware	\$823,000.00	\$781,850.00	\$24,690.00	\$0.00	\$806,540.00	98.0%	\$16,460.00	\$40,327.00	
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	\$352,000.00	\$24,000.00	\$0.00	\$376,000.00	94.0%	\$24,000.00	\$18,800.00	
12	Flooring	\$620,000.00	\$496,000.00	\$62,000.00	\$0.00	\$558,000.00	90.0%	\$62,000.00	\$27,900.00	
13	Paint	\$284,000.00	\$213,000.00	\$14,200.00	\$0.00	\$227,200.00	80.0%	\$56,800.00	\$11,360.00	
14	Specialties	\$537,000.00	\$107,400.00	\$214,800.00	\$0.00	\$322,200.00	60.0%	\$214,800.00	\$16,110.00	
15	Food Service Equipment	\$942,000.00	\$423,900.00	\$282,600.00	\$0.00	\$706,500.00	75.0%	\$235,500.00	\$35,325.00	
16	Gym and Stage Equipment	\$156,000.00	\$93,600.00	\$31,200.00	\$0.00	\$124,800.00	80.0%	\$31,200.00	\$6,240.00	
17	Casework and Library Furniture	\$601,000.00	\$480,800.00	\$0.00	\$0.00	\$480,800.00	80.0%	\$120,200.00	\$24,040.00	
18	Bleachers and Auditorium Seating	\$300,000.00	\$15,000.00	\$135,000.00	\$0.00	\$150,000.00	50.0%	\$150,000.00	\$7,500.00	
19	Fire Suppression System	\$562,000.00	\$556,380.00	\$0.00	\$0.00	\$556,380.00	99.0%	\$5,620.00	\$27,819.00	
20	Plumbing System	\$1,520,000.00	\$1,504,800.00	\$0.00	\$0.00	\$1,504,800.00	99.0%	\$15,200.00	\$75,240.00	
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	\$2,716,000.00	\$28,000.00	\$0.00	\$2,744,000.00	98.0%	\$56,000.00	\$137,200.00	
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	\$304,800.00	\$0.00	\$0.00	\$304,800.00	40.0%	\$457,200.00	\$15,240.00	
25	Landscaping and Fencing	\$154,000.00	\$0.00	\$23,100.00	\$0.00	\$23,100.00	15.0%	\$130,900.00	\$1,155.00	
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	\$	\$24,750.00	\$0.00	\$0.00	\$24,750.00	33.0%	\$50,250.00	\$1,237.50	
28	Testing: Concrete and Asphalt Paving	\$	\$33,000.00	\$0.00	\$0.00	\$33,000.00	44.0%	\$42,000.00	\$1,650.00	
29	Testing: Structural	\$	\$10,500.00	\$0.00	\$0.00	\$10,500.00	14.0%	\$64,500.00	\$525.00	
30	Discretionary Fund	\$	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$414,890.86	\$0.00	
	ASI 01 - VI: Items	\$	(\$81,000.00)	\$0.00	\$0.00	-\$81,000.00	100.0%	\$0.00	(\$4,050.00)	
	ASI 05 - COR 03 and 04	\$	\$8,027.00	\$0.00	\$0.00	\$65,270.25	75.0%	\$21,756.75	\$3,263.51	
	ASI 08 - COR 06, 07, and 08	\$	\$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	100.0%	\$0.00	\$0.00	(\$4,553.25)
ASI 12 - COR 09	\$	10,750.00	\$10,750.00	\$0.00	100.0%	\$0.00	\$0.00	\$537.50
ASI 13 - COR 12 thru 16	\$	53,664.00	\$53,664.00	\$0.00	100.0%	\$0.00	\$0.00	\$2,683.20
ASI 11 - COR 11 and 17	\$	10,183.00	\$10,183.00	\$0.00	100.0%	\$0.00	\$0.00	\$509.15
CCD1 - COR 20 thru 23 and Partial 24	\$	209,583.14	\$83,833.26	\$20,958.31	50.0%	\$104,791.57	\$104,791.57	\$5,239.58
CCD2 - COR 22 24 25 27	\$	341,575.00	\$136,630.00	\$0.00	40.0%	\$136,630.00	\$204,945.00	\$6,831.50
31 State Fire Marshal and Local Codes Changes	\$	75,000.00	\$0.00	\$0.00	0.0%	\$0.00	\$75,000.00	\$0.00
32 Civil Engineers	\$	45,000.00	\$35,550.00	\$0.00	79.0%	\$0.00	\$9,450.00	\$1,777.50
33 Permits and Fees for Civil	\$	175,000.00	\$0.00	\$0.00	0.0%	\$0.00	\$175,000.00	\$0.00
34 Soil Erosion and Silt Control	\$	38,000.00	\$14,440.00	\$0.00	38.0%	\$0.00	\$23,560.00	\$722.00
35 TDO Index (30% Increase)	\$	38,400.00	\$0.00	\$0.00	0.0%	\$0.00	\$38,400.00	\$0.00
36 Electrical Permits and Fees	\$	100,000.00	\$0.00	\$0.00	0.0%	\$0.00	\$100,000.00	\$0.00
37 Additional Earthwork 1	\$	208,000.00	\$208,000.00	\$0.00	100.0%	\$0.00	\$0.00	\$10,400.00
38 Sewer Lift Station (\$803,493)	\$	1,500,000.00	\$795,000.00	\$0.00	53.0%	\$795,000.00	\$705,000.00	\$39,750.00
39 Additional Earthwork 2 - Pond	\$	75,000.00	\$75,000.00	\$0.00	100.0%	\$0.00	\$0.00	\$3,750.00
40 Additional Earthwork 3 - Ground Water	\$	75,000.00	\$75,000.00	\$0.00	100.0%	\$0.00	\$0.00	\$3,750.00
41 Additional Earthwork 4 - Footings	\$	75,000.00	\$39,016.28	\$0.00	52.0%	\$39,016.28	\$35,983.73	\$1,950.81
42 Additional Earthwork 5 - Asphalt Soil	\$	75,000.00	\$0.00	\$0.00	0.0%	\$0.00	\$75,000.00	\$0.00
Change Order #2	\$	(696,507.00)	\$0.00	\$0.00	0.0%	\$0.00	(\$696,507.00)	\$0.00
44 P&P Bond		\$300,000.00	\$300,000.00	\$0.00	100.0%	\$0.00	\$0.00	\$15,000.00
45 Overhead and Profit		\$1,394,130.00	\$1,198,951.80	\$41,823.90	89.0%	\$1,240,775.70	\$153,354.30	\$62,038.79
<b>GRAND TOTALS</b>		<b>\$31,952,493.00</b>	<b>\$27,430,425.59</b>	<b>\$980,372.21</b>	<b>88.92%</b>	<b>\$28,410,797.80</b>	<b>\$3,541,695.21</b>	<b>\$1,420,539.89</b>

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

**{PROJECT: Jasper Middle School}**

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

**NOW THEREFORE**, for and in consideration of the payment made by the Owner to Tri-Con, Inc. the sum of \$931,353.61, 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 1st of May, 2023.

Contractor Name

Jared Erwin

Sworn to and subscribed before me this 1st day of May, 2023.

Jared Erwin  
Notary Public

My Commission Expires: 11-28-26



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

**{PROJECT: Jasper Middle School}**

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

**NOW THEREFORE**, for and in consideration of the payment made by the Owner to Tri-Con, Inc. the sum of \$1,116,717.94 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 1st of May, 2023.

Contractor Name

Jared Erwin

Sworn to and subscribed before me this 1<sup>st</sup> day of May, 2023

Dana Conn  
Notary Public

My Commission Expires:



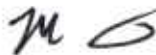
# MARION COUNTY BOARD OF EDUCATION

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: May 3, 2024

RE: Permission to Amend Access for All Learning Network (Preschool) Grant

Request permission to amend grant narrative to pay for substitutes for teacher training.



ePlan Home
Administer
Search
Reports
Inbox
Planning
Monitoring
Funding
Data and Information
Reimbursement Requests
Project Summary
LEA Document Library
Address Book
TDOE Resources
Help for Current Page
Contact TDOE
<b>ePlan Sign Out</b>

Bigelow, Becky

<b>Production</b>
Session Timeout (Hide Timer)
00:29:51

## Budget Detail

Marion County (580) Public District - FY 2024 - Access for All Learning Network (AALN Preschool) - Rev 1 - AALN Preschool Cohort 4

[Return](#)

Show All (Clear All)

Filtering - 1 out of 2 Budget Details, multiple unfiltered items

Narrative

Location Code

Line Item Number

No Options Selected

All

72220 - Support Service... All

[Download Budget Data](#)

<< First < Previous | 1 | Next > Last >> Items 1-1 out of 1

Items/Page: 10

### Budget Detail

Account 72220 - Support Services/Special Education

Number: Program

Line Item 524 - In-Service / Staff Development

Number:

Optional

Program

Code:

Location Marion County (580)

Code:

Quantity: 1.00

Cost: \$7,000.00

Line Item Total: \$7,000.00

### Narrative Description

To pay for training registrations, travel, and lodging for CLASS training and EC AALN trainings and to pay a stipend for attending summer trainings. This is to pay for both special education teachers and pre-k teachers that have students with disabilities in their classrooms.

To pay for subs for teacher training.

Total for filtered Budget Details: \$7,000.00

Total for all other Budget Details: \$23,000.00

Total for all Budget Details: \$30,000.00

Adjusted Allocation: \$30,000.00



# 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: May 7, 2024

RE: Request for Contract Approval with Wayfinder

- To pay for three year contract with Wayfinder to provide social-emotional materials and training (\$44,970.00) for MES and MCHS
- To be paid with Resilient School Communities Grant



Project Wayfinder Inc.  
 PO Box 2876  
 Berkeley, CA 94702  
 (650) 575-5199

WAYFINDER PRICE QUOTE  
**2024-2027 SCHOOL YEAR**

**DATE**  
 4/18/24

**QUOTE NO.**  
 1

**BILL TO**  
 Maricopa County Schools

**PAY TO**  
 Project Wayfinder Inc.  
 PO BOX 2876, Berkeley CA 94702  
 an@projectwayfinder.com  
 (650) 575-5199

ITEM DESCRIPTION	TARGET GRADE	NOTES	QTY	PRICE EA	TOTALS
Wayfinder Core Curriculum Licenses		Includes core curriculum, activity library, collections, and waypoints assessments for all students	800	12.00 \$	9,600.00
Wayfinder Core Curriculum Notebooks		Physical workbooks	800	6.00 \$	4,800.00
Wayfinder Annual Training & Support - Explorer		Includes initial kickoff training, Unlimited teacher licenses and digital support library initial curriculum kickoff and optional curriculum PD later in year. Ongoing implementation and technical support through the year. See Explorer Package for details	1		4,500.00
				\$	-
			<b>YR 1 TOTAL</b>		\$ 18,900.00
			<b>DISCOUNT (10%)</b>		\$ (1,890.00)
			<b>YR 1 SUBTOTAL</b>		\$ 17,010.00
Wayfinder Core Curriculum Licenses	—		800	10.00 \$	8,000.00
Wayfinder Core Curriculum Notebooks	—		800	5.00 \$	4,000.00
Wayfinder Annual Training & Support - Explorer	—		1	3,500.00 \$	3,500.00
				\$	-
			<b>YR 2 TOTAL</b>		\$ 15,500.00
			<b>DISCOUNT (10%)</b>		\$ (1,550.00)
			<b>YR 2 SUBTOTAL</b>		\$ 13,950.00
Wayfinder Core Curriculum Licenses	—		800	9.00 \$	7,200.00
Wayfinder Core Curriculum Notebooks	—		800	4.00 \$	3,200.00
Wayfinder Annual Training & Support - Explorer	—		1	2,500.00 \$	2,500.00
				\$	-
			<b>YR 3 TOTAL</b>		\$ 12,900.00
			<b>DISCOUNT (10%)</b>		\$ (1,290.00)
			<b>YR 3 SUBTOTAL</b>		\$ 11,610.00
			<b>SUBTOTAL</b>		\$ 42,570.00
			<b>DISCOUNT (see above)</b>		\$ (4,780.00)
			<b>ADDITIONAL EXPENSES*</b>		\$ -
			<b>SHIPPING &amp; HANDLING</b>		\$ 2,400.00
			<b>SALES TAX</b>		\$ -
			<b>TOTAL PRICE</b>		\$ 44,970.00



# Master Services Agreement

## Term Sheet

<b>Customer</b>	Marion County Schools
<b>Contact Person</b>	Name: Becky Bigelow Email: bbigelow@mctns.net
<b>Address</b>	Address: 204 Betsy Drive, Jasper, TN 37347
<b>Services</b>	<p>See detailed order form attached hereto confirming the Program(s) selected by Customer for the Services described below:</p> <p><u>Training</u>: All participating educators will receive virtual training facilitated by Wayfinder personnel, as detailed in the attached price quote.</p> <p><u>Support</u>: Customer will be assigned a Wayfinder Account Manager who will support all Customer personnel throughout the duration of the partnership through activities that include but are not limited to regular check-ins, ongoing coaching, lesson feedback, and parent communications.</p> <p><u>Curriculum</u>: Customer will receive all Wayfinder student and teacher facing materials needed to implement the Program, as specified in the attached price quote.</p>
<b>Term:</b>	August 1, 2024 - July 31, 2027
<b>Program Fees</b>	<p>\$ 44,970 for three years upfront. Including a 10% multi-year discount. (please see attached price quote for detailed price breakdown)</p> <p>Customer is responsible for all applicable shipping costs of any printed materials/workbooks ordered as part of the price quote unless otherwise agreed.</p>
<b>Invoice Date</b>	Upon Execution of Agreement ▾
<b>Special Terms</b>	



PROJECT WAYFINDER, INC.

Signature: 

Name: Patrick Cook-Deegan

Title: CEO

CUSTOMER

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Billing Contact Email: \_\_\_\_\_

### Terms and Conditions

This Master Services Agreement (“Agreement”) is entered into by and between Project Wayfinder, Inc. (“Wayfinder”) and Customer on the following terms:

1. **Services.** Wayfinder will provide Customer with the Services during the Term, as described in the Term Sheet.



2. **Invoicing and Payment Terms.** Program Fees (plus shipping costs, if applicable) will be invoiced annually in advance and are due within thirty (30) days after receipt of invoice. Program Fees may not be prorated, regardless of program start or end date. Wayfinder requests that payments be made electronically via direct deposit or ACH wire transfer. Wayfinder may charge interest equal to 1.5% of the unpaid balance of any outstanding invoice for each month, or a portion thereof, that the balance is unpaid. Payments will be credited first to interest charges and then to the unpaid balance. Customer shall be responsible for all collection costs, including reasonable attorneys' fees, incurred by Wayfinder to collect amounts owed on any invoice.
3. **Ownership of Materials.** Customer acknowledges that Wayfinder retains ownership of all right, title and interest in and to the materials used by Wayfinder in connection with the Services, including the Curriculum, games, training products, assessment tools, reference documents, and other materials including all derivative works thereof (collectively, the "Materials"). Wayfinder may make Materials available in various ways, including, without limitation, through presenting Materials at training or consultation sessions, enabling Customer to download Materials from Wayfinder websites and file-sharing sites, and providing Customer with access to interactive websites. Customer acknowledges that Wayfinder retains all intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the limited license granted to Customer below. Customer agrees not to (i) copy, modify, or reverse engineer any Materials, make derivative works based upon the Materials, or use the Materials to develop any products, without Wayfinder's prior written approval, or (ii) sell, license, rent, or transfer Materials to any third party.
4. **Limited License.** Wayfinder hereby grants to Customer and Customer accepts a non-transferable, non-exclusive license to use the Materials, subject to the terms and conditions set forth herein, as applicable. Customer may use, copy, adapt, and distribute the Materials only for purposes of program implementation. Customer must obtain prior written approval from Wayfinder to use Materials for any other purpose, including sharing any part of the Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences). Under no circumstances may Customer distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation or distribute outside Customer any Customer-created derivatives or revisions of any Materials.



5. **Work Product.** Subject to Wayfinder’s obligations with respect to confidentiality and student data privacy, Wayfinder retains the right to utilize any work product produced in connection with the Services and Materials, including but not limited to student responses to toolkit questions, student answers to survey questions, and other data and statistics related to use of the Materials, to conduct assessments, create case studies and prepare insights and data analysis regarding the Materials and student impact.
6. **FERPA.** The Services comply with all applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). FERPA is a Federal law that protects personally identifiable information in students’ education records from unauthorized disclosure. Wayfinder does not collect any student information that could be defined as “education records” under FERPA, however, in the event that FERPA is deemed to apply to any student information that Wayfinder does collect, as a service provider Wayfinder only processes such information for educational purposes and therefore comes within the “school official” exception under FERPA. In the event Wayfinder receives a subpoena or judicial order for the disclosure of education records, we will notify Customer prior to fulfilling the request in accordance with §99.31(a)(9).
7. **Confidentiality.**

(a) Each party acknowledges that, in the course of performing its duties under this Agreement, it may obtain information relating to the other party which is of a confidential and proprietary nature (“Confidential Information”). Such Confidential Information may include, but is not limited to, personal information of the parties and/or students, trade secrets, know how invention techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which a party knows or has reason to know is confidential, proprietary or trade secret information of another party. Each party shall at all times, both during the Term and for a period of at least three (3) years after its termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the disclosing party, nor shall a party disclose any such Confidential Information to third parties without the written consent of the disclosing party.

(b) The obligations of confidentiality shall not apply to information which (i) has entered the public domain except where such entry is the result of a party’s breach of this Agreement; (ii) prior to disclosure hereunder was already in the possession of another



party: (iii) subsequent to disclosure hereunder is obtained by a party on a non-confidential basis from a third party who has the right to disclose such information to that party; or (iv) as required by law or a court order.

(c) No party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party.

8. **Student Data.** Wayfinder shall not use student data gathered from students through the performance of the Services, including through Wayfinder's website or web application, to create a profile about a student or otherwise identify a student except in furtherance of specific Services as set forth in this Agreement.
9. **Publicity.** The parties may not use or refer to the name of the other party in any media release, public announcement, marketing materials, public disclosure or for any commercial purpose, without the prior written consent of the named party
10. **Status of Parties.** The parties shall be independent contractors in the performance of this Agreement, and nothing herein is intended or may be construed to make either party the employee, agent, partner, or representative of the other. Neither party shall represent to any third party that they are the employee, agent, partner, or representative of the other party.
11. **Indemnification; Limitation of Liability.**

(a) Indemnification by Customer. Customer will indemnify, defend, and hold Wayfinder and its officers, directors, employees, representatives, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including

reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of Customer's negligent acts or omissions or willful misconduct in the performance of this Agreement.

(b) Indemnification by Wayfinder. Wayfinder will indemnify, defend, and hold Customer and its officers, directors, employees, representatives, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of Wayfinder's negligent acts or omissions or willful misconduct in the performance of this Agreement.



(c) **Limitation of Liability.** Except for the indemnification obligations of each party set forth above, neither party will be liable to the other party for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if such party was apprised of the likelihood of such damages.

(d) **Insurance.** Each party shall maintain for itself commercially reasonable amounts and types of liability insurance coverage according to each party's respective responsibilities and risk herein. Upon request by a party, the other party shall provide a certificate of insurance as evidence of such coverage.

12. **Right to Reschedule/Cancel.** If the Services include in-person training, Customer may reschedule or cancel the training by providing written notice to Wayfinder at least 90 days prior to the scheduled in-person training date. Customer is responsible for payment expenses incurred by Wayfinder prior to receipt of a timely notice of termination. Wayfinder will refund the balance of amounts previously paid, or if the amount of fees paid are not sufficient to compensate Wayfinder for expenses incurred prior to termination, Wayfinder will invoice Customer for such expenses. Customer will pay the invoiced amount within 10 days of receipt of invoice.
13. **Notices.** Any notice required under this Agreement shall be in writing, delivered by priority or overnight mail, any overnight delivery service, or via e-mail at such e-mail address(es) as a party may designate.
14. **Force Majeure.** Neither party shall be held liable to the other party for any failure or delay arising out of any cause or event beyond such party's control, including, without limitation, fire, floods, trade embargoes or sanctions, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, global pandemic or governmental action; provided, however, that the party so affected shall use reasonable commercial efforts to avoid such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.
15. **Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.





16. **Severability.** If any term or provision of this Agreement shall be found invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **No Waiver.** The failure of either party to insist upon strict performance of any obligation of the other party hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of that party's right to demand strict compliance in the future.
18. **Amendment.** This Agreement may be changed, modified and/or amended only by a writing duly executed by the parties hereto.
19. **Counterparts.** This Agreement may be executed in one or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which shall constitute one and the same document.



Project Wayfinder Inc.  
 PO Box 2876  
 Berkeley, CA 94702  
 (650) 575-5199

WAYFINDER PRICE QUOTE  
**2024-2027 SCHOOL YEAR**

**DATE**  
 4/18/24

**QUOTE NO.**  
 1

**BILL TO**  
 Marion County Schools

**PAY TO**  
 Project Wayfinder Inc.  
 PO BOX 2876, Berkeley CA 94702  
 ar@projectwayfinder.com  
 (650) 575-5199

ITEM DESCRIPTION	TARGET GRADE	NOTES	QTY	PRICE EA	TOTALS
Wayfinder Core Curriculum Licenses		Includes core curriculum, activity library, collections, and waypoints assessments for all students	800	12.00	\$ 9,600.00
Wayfinder Core Curriculum Notebooks		Physical workbooks	800	6.00	\$ 4,800.00
Wayfinder Annual Training & Support - Explorer		Includes initial kickoff training, unlimited teacher licenses, and digital support library. Initial curriculum kickoff and optional curriculum PD later in year. Ongoing implementation and technical support through the year. See Explorer Package for details.	1		\$ 4,500.00
					\$ -
<b>YR 1 TOTAL</b>					\$ 18,900.00
<b>DISCOUNT (10%)</b>					\$ (1,890.00)
<b>YR 1 SUBTOTAL</b>					\$ 17,010.00
Wayfinder Core Curriculum Licenses	---		800	10.00	\$ 8,000.00
Wayfinder Core Curriculum Notebooks	---		800	5.00	\$ 4,000.00
Wayfinder Annual Training & Support - Explorer	---		1	3,500.00	\$ 3,500.00
					\$ -
<b>YR 2 TOTAL</b>					\$ 15,500.00
<b>DISCOUNT (10%)</b>					\$ (1,550.00)
<b>YR 2 SUBTOTAL</b>					\$ 13,950.00
Wayfinder Core Curriculum Licenses	---		800	9.00	\$ 7,200.00
Wayfinder Core Curriculum Notebooks	---		800	4.00	\$ 3,200.00
Wayfinder Annual Training & Support - Explorer	---		1	2,500.00	\$ 2,500.00
					\$ -
<b>YR 3 TOTAL</b>					\$ 12,900.00
<b>DISCOUNT (10%)</b>					\$ (1,290.00)
<b>YR 3 SUBTOTAL</b>					\$ 11,610.00
<b>SUBTOTAL</b>					\$ 42,570.00
<b>DISCOUNT (see above)</b>					\$ (4,730.00)
<b>ADDITIONAL EXPENSES*</b>					\$ -
<b>SHIPPING &amp; HANDLING</b>					\$ 2,400.00
<b>SALES TAX</b>					\$ -
<b>TOTAL PRICE</b>					\$ 44,970.00

For questions concerning this quote, please contact  
Project Wayfinder Accounts Receivable | [ar@projectwayfinder.com](mailto:ar@projectwayfinder.com)  
**Please make all checks payable to Project Wayfinder Inc**  
[www.projectwayfinder.com](http://www.projectwayfinder.com)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

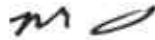
# MARION COUNTY BOARD OF EDUCATION

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: May 7, 2024

RE: Request to Apply for State Special Education Preschool Grant


- Request permission to apply for grant to fund 2 educational assistants placed in VPK or Title I preschool classrooms
- Annually recurring grant

# 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: May 7, 2024  
RE: Request to Amend Resilient School Communities Grant

- Amend grant to pay for social-emotional learning (SEL) materials. The grant was initially written for SEL service providers.
- This grant expires 6/30/2024

# 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: May 7, 2024

RE: Request to Apply for IDEA Partnership for Systemic Change Grant (Preschool)

- Request permission to apply for grant to fund 2 educational assistants placed in VPK or Title I preschool classrooms
- Opportunity for grant to be funded up to three years

To: Mark Griffith  
From: Mike Ogden  
CC: Marion County School Board  
Date: 4/16/2024  
Re: Zoom Subscription Renewal

---

I'm asking for approval to renew our Zoom Subscription for the 2024/2025 School Year in the amount of \$25,400.00.

Zoom is our Video meeting software. The Subscription makes it available for all employees of Marion County Schools.

I hope you will consider my request.

Respectfully,

Mike Ogden

To: Mark Griffith  
From: Mike Ogden  
CC: Marion County School Board  
Date: 4/16/2024  
Re: GoGuardian Subscription Renewal

---

I'm asking for approval to renew our GoGuardian Subscription for the 2024/2025 School Year in the amount of \$53,332.00.

GoGuardian is the program that monitors internet activity on the District managed devices. It monitors at school and when the device is taken home.

I hope you will consider my request.

Respectfully,

Mike Ogden



To: Mark Griffith  
From: Mike Ogden  
CC: Marion County School Board  
Date: 4/29/2024  
Re: New Jasper Middle School Furniture Bid

---

I'm asking for approval to cancel the Purchase Order for HCONE and go with the next lowest bidder for Classroom Furniture and Office Furniture.

HCONE had asked that we sign a contract with their Finance Company and signoff on furniture and delivery before the furniture arrived.

I'm asking to approve three separate purchases below to replace the HCONE items.

Next lowest bid for Office Furniture is Southern Duplicating at 16,503.62.

Next lowest bid for Classroom Furniture is School Specialty at 272,126.71.

No next bidder for CDC Changing table. It can be purchased direct from Max-Ability for 9,598.20

I hope you will consider my request.

Respectfully,

Mike Ogden

**Subject:** Fwd: RE: HCONE Furniture Bid for New JMS

**From:** Amanda Weeks <aweeks@mctns.net>

**To:** Mike Ogden <mogden@mctns.net>

**Cc:** Mark Griffith <mgriffith@mctns.net>

**Date:** Friday, 04/26/2024 8:09 AM

---

Please see the below response from our auditors.

Thank you!

Amanda Weeks  
Director of Finance  
Marion County Board of Education  
423-942-3434 Ext 6

--- Original message ---

**Subject:** RE: HCONE Furniture Bid for New JMS

**From:** Devan McDowell <Devan.McDowell@cot.tn.gov>

**To:** Amanda Weeks <aweeks@mctns.net>

**Date:** Friday, 04/26/2024 8:02 AM

Amanda,

That is what I would do. I would make sure to let the board know the reason for terminating the contract. Sorry for the delay, I have been in meetings this week.

Thanks,

**Devan McDowell, CFE**

*Senior Auditor*

Comptroller of the Treasury

Division of Local Government Audit

1100 England Drive, Suite 3B | Cookeville, TN 38501

[devan.mcdowell@cot.tn.gov](mailto:devan.mcdowell@cot.tn.gov) | 615.747.8803



**Mission: Make Government Work Better**

---

**From:** Amanda Weeks <aweeks@mctns.net>  
**Sent:** Friday, April 26, 2024 7:59 AM  
**To:** Dannielle Vicars <Dannielle.Vicars@cot.tn.gov>  
**Cc:** Devan McDowell <Devan.McDowell@cot.tn.gov>  
**Subject:** Fwd: HCONE Furniture Bid for New JMS

Good morning,

I haven't received a response on the below question. So, we are planning to proceed with terminating the contract with the furniture vendor. We must get this furniture delivered for our new school very soon. The board meeting is on May 13th and we will be requesting them to reject the bid and go with the next vendor.

If you see any problem with this please let me know ASAP.

Thank you and have a wonderful weekend!

Amanda Weeks  
Director of Finance  
Marion County Board of Education  
423-942-3434 Ext 6

--- Original message ---

**Subject:** Fwd: HCONE Furniture Bid for New JMS

**From:** Amanda Weeks <[aweeks@mctns.net](mailto:aweeks@mctns.net)>  
**To:** Dannielle Vicars <[Dannielle.Vicars@cot.tn.gov](mailto:Dannielle.Vicars@cot.tn.gov)>  
**Cc:** Devan McDowell <[Devan.McDowell@cot.tn.gov](mailto:Devan.McDowell@cot.tn.gov)>  
**Date:** Tuesday, 04/23/2024 9:20 AM

Good morning,

Please see the below email I received.

Can you advise if there are any steps that we need to take or if this would be ok?

Thank you!

Amanda Weeks  
Director of Finance  
Marion County Board of Education  
423-942-3434 Ext 6

--- Original message ---

**Subject:** HCONE Furniture Bid for New JMS  
**From:** Mike Ogden <[mogden@mctns.net](mailto:mogden@mctns.net)>  
**To:** <[aweeks@mctns.net](mailto:aweeks@mctns.net)>, <[mgriffith@mctns.net](mailto:mgriffith@mctns.net)>  
**Date:** Tuesday, 04/23/2024 8:46 AM

I am not confident we will get Furniture from Mr Kabutey if we continue to do business with him.

Below is a brief chain of events since 7/2023. I don't believe he ever had financing and am not sure that he does at this time.

7/1/2023 – Bid awarded and PO submitted to HCONE for New JMS Furniture

10/2023 – Colors picked for Furniture.

4/8/2023 – HCONE needs memo from School District for Financing.

4/16/2023 –HCONE requests School District to sign agreement with Franklin Capitol Holdings to Finance HCONE

4/16/2023 –Judge Raines (Board Attorney) advises not to sign.

I would like to cancel the PO and terminate the contract with HCONE and go with the 2nd lowest bidder

Do the Auditors need to approve us moving forward with that? or tell us what steps we need to take to get there?

Thanks,

Mike

To: Mark Griffith  
From: Mike Ogden  
CC: Marion County School Board  
Date: 4/29/2024  
Re: New Jasper Middle School Furniture Bid

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I'm asking for approval to cancel the Purchase Order for HCONE and go with the next lowest bidder for Classroom Furniture and Office Furniture.

HCONE had asked that we sign a contract with their Finance Company and signoff on furniture and delivery before the furniture arrived.

I'm asking to approve three separate purchases below to replace the HCONE items.

Next lowest bid for Office Furniture is Southern Duplicating at 16,503.62.

Next lowest bid for Classroom Furniture is School Specialty at 272,126.71.

No next bidder for CDC Changing table. It can be purchased direct from Max-Ability for 9,598.20

I hope you will consider my request.

Respectfully,

Mike Ogden

To: Mark Griffith  
From: Mike Ogden  
CC: Marion County School Board  
Date: 5/8/2024  
Re: District Security Window Film Bid Award

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I'm asking for approval to award the Security Window Film bid to Solar Tint.

We received 7 bids and 3 were verified as 3com Dealers/Installers on the website given to me by 3com.

Get.3MSkins.com

2 of the 3 verified specified the IPA attachment system which is recommended by 3Com.

NGS could not be verified because they did not respond to my email requests.

Southern Window Film – Interior 18.50 per Sq Ft, Exterior Reflective 11.48 per Sq Ft.

Solar Tint – Interior 15.74 per Sq Ft, Exterior Reflective 9.23 per Sq Ft.

I am requesting the bid be awarded to Solar Tint for 10000 Sq Ft, inside and outside film for a total of 249,700.00.

Money will be used from the Public Safety Grant and local funds as they come available.

I hope you will consider my request.

Respectfully,

Mike Ogden

# Memo

**To:** Marion County Board of Education  
**From:** Kimberly Shurett  
**Cc:** Mark Griffith  
**Date:** 4/11/2024  
**Re:** Purchase of Aimsweb Plus

Requesting board approval for the purchase of Aimsweb Plus in the amount of \$13,600 for the 2024-2025 school year. Aimsweb Plus is a Tennessee Department of Education approved universal screener and is a requirement of the Tennessee Literacy Success Act.





Pearson

**QUOTE / PROFORMA**

**Customer Bill-to:**

MARION COUNTY DEPT OF EDUC  
204 BETSY PACK DR  
JASPER TN, 37347-3324

**Customer Ship-to:**

MARION COUNTY DEPT OF EDUC  
204 BETSY PACK DR  
JASPER TN, 37347-3324

**Attention:**

**Attention:**

**NCS Pearson, Inc.**

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

**Quote/Proforma Number :** 253339

**Date :** 20-MAR-2024

**Customer Account# :** 3760315

**Sales Order Number :** 253339

**Customer PO# :**

**Currency :** USD

**Shipment Terms :** Paid

**Customer Tax Number :**

**Number of Pages :** Page 1 of 2

Prices will be honored for 60 days from price quote date.

This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

<b>Total Ordered Quantity (No. Of Items) :</b>	:	3400
<b>Other Charges :</b>	USD	\$0.00
<b>Net Amount :</b>	USD	\$13,600.00
<b>Tax Total :</b>	USD	\$0.00
<b>Quote/Proforma Total :</b>	USD	\$13,600.00
<b>Amount Due :</b>	USD	\$13,600.00

**REMITTANCE INFORMATION**

**Make Checks Payable to:**

13036 COLLECTION CENTER DRIVE  
CHICAGO  
60693  
NCS Pearson, Inc.

**Bank Wire to:**

Bank of America N A  
071000039  
A/C No: 8188105388  
SWIFT: 071000039



Pearson

Quote/Proforma Number: 2533339

Page 2 of 2

Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
AIMPLSCSUB	AIMSWEBPLUS COMPLETE NEW QTY 1 (DIGITAL)	1700	7.00	NET	0.00	\$11,900.00
A103000369529	AIMSWEBPLUS SPELLING GRADES 4-12 WITH PATTERN INVENTORY AND ANALYSIS TOOL (PIAT) (DIGITAL)	1700	1.00	NET	0.00	\$1,700.00

\*\*\* IMPORTANT CUSTOMER MESSAGES \*\*\*

REQUEST QUOTE ONLY  
AIMSWEBPLUS RENEWALS S.Y 24-25

QUOTE/PROFORMA TOTALS		Subtotal	Total Other Charges	Total Tax	Total Due
	USD	\$13,600.00	USD \$0.00	USD \$0.00	USD \$13,600.00

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

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

For questions, please visit our support site at

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

  
3-28-2024

# Memo

**To:** Marion County Board of Education

**From:** Kimberly Shurett

**cc:** Dr. Mark Griffith



**Date:** April 22, 2024

**Re:** Supplemental reading materials

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Requesting permission to purchase Boost Reading (formally known as Amplify Reading), an online supplemental addition to our adopted ELA curriculum, CKLA, in the amount of \$22,122.00.

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



# Price Quote

## Amplify

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

Quote #: Q-311750-3  
Date: 11/13/2023  
Expires On: 12/13/2023

### Customer Contact Information

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

### Amplify Contact Information

Ann Patterson  
Account Executive  
(615) 924-6509  
apatterson@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Site License (1-250 students) - 1yr (2024-2025)	1.00	\$4,750.00	\$0.00	\$4,750.00
Boost Reading Site License (251-500 students) - 1yr (2024-2025)	2.00	\$7,750.00	\$0.00	\$15,500.00
Boost Reading Student License - 1yr (2024-2025)	104.00	\$32.00	\$1,456.00	\$1,872.00
<b>TOTAL</b>			\$1,456.00	\$22,122.00

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

TOTAL DISCOUNT \$1,456.00  
 GRAND TOTAL \$22,122.00

### Scope and Duration

#### Payment Terms:

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

#### License and Services Term:

- Licenses: 07/01/2024 until 06/30/2025.

- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

#### Special Terms:

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

### How to Order Our Products

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

#### **Please include these three documents with your order:**

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

#### **If submitting a purchase order:**

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

#### **If submitting your order via credit card:**

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

#### **If submitting your order via sending a check:**

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

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

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

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

### Terms & Conditions

1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the

Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](#) available at [amplify.com/acceptable-use](#) ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

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

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

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

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b)

not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

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

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

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

THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

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

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

Amplify Education, Inc. - Confidential Information





May Agenda  
MC 4-11-24

04 April, 2024

Mrs. Sherry Prince  
CTE Director  
Marion County Schools  
204 Betsy Pack Drive  
Jasper, Tennessee 37347  
sprince@mctns.net

Re: Recommendation for Geotechnical Services  
Marion County Schools Ag Projects

Dear Mrs. Prince:

Please find below a summary of the geotechnical entities, their fees, and associated schedules for completion of work that have been received per our solicitation of services.

Geo-Technology Associates, Inc. (GTA)	\$ 17,895.00	6-7 weeks following Notice to Proceed
Terracon	\$ 23,400.00	8-9 weeks following Notice to Proceed
UES, LLC	\$ 25,900.00	6-7 weeks following Notice to Proceed

Please find attached a copy of the recommended firm's proposal. Based on the respective proposals and LGA's internal review, LGA is requesting approval of Additional Services in the amount of Twenty-one thousand, Four hundred seventy-four dollars and zero Cents (\$21,474.00) in accordance with the following breakdown for GTA to perform the requested geotechnical services of 3 borings within each building pad and 4 borings in the loading and drive areas for each site. GTA has the lowest cost and one of the shortest lead times making them the most qualified for the client's needs for this project. GTA will contact Tennessee One-Call to have utilities located, but their proposal does not include a private utility locator as any privately owned utilities will need to be located by the Owner and clearly marked on the ground surface prior to exploration.

These services would account for \$7,158 per each of the three sites for the required geotechnical services.

- Lewis Group Architects	
o 20% Markup (\$17,895 x 0.20)	\$ 3,579.00
- GTA	
o Geotechnical Services	\$ 17,895.00
<b>TOTAL</b>	<b>\$ 21,474.00</b>

LGA is prepared to move forward, after receipt of written approval and authorization to proceed. Upon receipt of the final geotechnical report, that information will be distributed to the civil and structural engineer for their use in designing the site, road profiles, and load calculations for the buildings. Please do not hesitate to contact our office if you have any questions or if you need additional information.

Sincerely,

Douglas B. Caywood, Project Manager

Recommendation for Geotechnical Services

Marion County Schools Ag Projects

04 April, 2024

cc:

Jason Sowell, LGA

Todd Brang, LGA

Craig Lewis, LGA

Brian Bell, LGA

File

**Attachments:**

1. GTA Proposal dated April 2, 2024

# GEO-TECHNOLOGY ASSOCIATES, INC.

GEOTECHNICAL • ENVIRONMENTAL •  
CONSTRUCTION OBSERVATION AND TESTING

*A Practicing Geoprofessional Business Association Member Firm*



April 2, 2024

**Mr. Douglas B. Caywood, AIA**  
**Lewis Group Architects**  
63 North Ocoee Street  
Cleveland, Tennessee 37311

**Re: Proposal for Geotechnical Engineering Services**  
**Marion County Schools Ag Projects**  
Marion County, Tennessee

Dear Mr. Caywood:

Geo-Technology Associates, Inc. is pleased to submit this proposal to provide geotechnical engineering services at the referenced projects that include three (3) project sites that are summarized below. The proposal is based on our recent email correspondence dated March 27, 2024.

The project sites include the following.

### **Marion County High School**

The project the construction of a 40 feet by 60 feet Ag Building.

### **Whitwell High School**

The project the construction of a 40 feet by 60 feet Ag Building.

### **South Pittsburg High School**

The project the construction of a 20 feet by 34 feet Greenhouse Building.

The proposed developments will include single story steel frame structures with either a metal or polyethylene covering. Estimated building loads will include column loads up to 20 kips and wall loads up to 2 kips per foot.

## **GEOTECHNICAL EXPLORATION**

### **Subsurface Exploration**

To assess the subsurface conditions at each site, we plan to advance exploratory test borings within the proposed building areas to depths of 15 feet below the existing ground surfaces, or to refusal. The RFP requested five (5) test borings within each structure plus four (4) additional test borings between the structure and the driveway. Following is a scope of exploration for each project site.

### **Marion County High School**

Three (3) exploratory test borings will be located within the proposed building area. Each test boring be taken to a depth of 15 feet, or to auger refusal. The four (4) test borings between the driveway and the Ag Building will be taken to a depth of 10 feet, or to refusal.

230 Great Circle Road, Suite 211, Nashville, TN 37228 (615) 432-2822

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### **Whitwell High School**

Three (3) exploratory test borings will be located within the proposed building area. Each test boring be taken to a depth of 15 feet, or to auger refusal. The four (4) test borings between the driveway and the Ag Building will be taken to a depth of 10 feet, or to refusal.

### **South Pittsburg High School**

Three (3) exploratory test borings will be located within the proposed building area. Each test boring be taken to a depth of 15 feet, or to auger refusal. The four (4) test borings between the driveway and the Greenhouse Building will be taken to a depth of 10 feet, or to refusal.

The exploratory locations will be established in the field by measuring from existing site features. Surface elevations will be estimated from available site topographic data.

A member of our professional staff will monitor the exploration program and visually classify the overburden soil. If, during the course of the exploration we detect conditions that are unusual, we will contact you and at that time we can adjust the exploration program to address any specific needs dictated by the conditions encountered. Upon completion of the field activities, the exploratory locations will be checked for the presence of subsurface water and backfilled with the available material.

We will conduct our due diligence by contacting Tennessee One-Call Systems to have utilities located. Any privately owned utilities will need to be located by the owner and clearly marked on the ground surface prior to our exploration. We cannot be responsible for damage to underground features not clearly marked at the surface prior to our arrival on site.

### **Laboratory Testing**

Following completion of the field exploration, fundamental laboratory testing will be assigned to selected samples. The laboratory testing program will include tests to determine the soils' natural moisture contents and Atterberg limits.

### **Geotechnical Reports**

Following completion of the field work, we will prepare separate geotechnical reports for each school site that will present the data and will address, at a minimum, the following:

- General information regarding the site and subsurface conditions, including soil stratigraphy and bedrock occurrences, as well as ground water measurements;
- Results of laboratory tests performed on selected samples;
- Recommendations for site preparation including criteria for site stripping, excavation, guidelines for undercutting of unsuitable materials and subgrade remedial treatments, if needed;
- Recommendations for foundation design including a recommended foundation type, bearing capacities for materials likely to serve as foundation subgrades, settlement estimates and recommended embedment depths;
- Seismic consideration as per 2018 International Building Code (Site Class,  $S_{DS}$ , &  $S_{D1}$ );
- Recommendations for design of slabs-on-grade;
- General comments and recommendations regarding geologic hazards, such as karst conditions.

### **SUMMARY OF FEES**

We have developed the following lump sum fee schedule for each project site below in **Table 1**. We have assumed the authorization to proceed with each project will be provided independently of each other. Additional exploration effort will be negotiated and approved by the client prior to initiation.

**Table 1: Summary of Fees**

<b>Project Site</b>	<b>EXPECTED QUANTITY</b>	<b>COST (\$)</b>
<b>Marion County High School</b>	Lump Sum	<b>\$5,965</b>
<b>Whitwell High School</b>	Lump Sum	<b>\$5,965</b>
<b>South Pittsburg High School</b>	Lump Sum	<b>\$5,965</b>

### **SCHEDULE CONSIDERATIONS**

We plan to initiate the field work for each school site within ten working days of receipt of written notice to proceed for each project. We anticipate the completed report can be issued four weeks following completion of the field work. Please note that scheduling and the duration of the field exploration is subject to weather conditions, site access, and may vary accordingly. GTA can provide interim information as it becomes available.

### **CLOSURE**

If this proposal meets with your approval, please sign and return the agreement to acknowledge the scope of services. If you have any questions regarding the details of our proposal, please contact us at your convenience. We appreciate this opportunity to be of service.

Sincerely,

GEO-TECHNOLOGY ASSOCIATES



Robert T. Stickney, P.E.  
Senior Engineer



Daniel D. Terranova, PE  
Principal Engineer

# GEO-TECHNOLOGY ASSOCIATES, INC.

## Geotechnical and Environmental Consultants

### GENERAL PROVISIONS

#### 1. SCOPE OF SERVICES

Geo-Technology Associates, Inc. (GTA) shall perform the services defined in the Proposal, Work Authorization Form, Extra Work Authorization Form, or other document setting forth the agreement between the parties (the "Agreement") attached hereto and shall invoice Client at those rates shown in the Agreement. Any estimate of cost in the Agreement shall not be considered as a fixed price, but only an estimate unless otherwise specifically stated in the Agreement. Any service not included in the Agreement is an Additional Service. GTA will provide Additional Services under this Agreement as requested by Client and will invoice Client for those Additional Services at GTA's then prevailing fee schedule. If Client directs GTA to perform the services as set forth in this Agreement without signing the Agreement, such verbal direction constitutes acceptance by Client of the terms of this Agreement including all attachments. The technical and pricing information contained in any document submitted by GTA to Client is confidential, proprietary, and shall not be released or otherwise made available to any third party without GTA's express written consent.

#### 2. STANDARD OF CARE

GTA will strive to perform services under this Agreement, consistent with that level of care and skill ordinarily exercised by members of GTA's and its consultants' profession, practicing under similar circumstances in the same or similar locality in the same period of time. No guarantees or warranties are included or intended in this Agreement or in any representation, opinion or otherwise of GTA. This warranty is in lieu of all other warranties, either express or implied.

#### 3. OWNERSHIP OF DOCUMENTS

Documents prepared by GTA are Instruments of Service for use solely with respect to this Project. GTA retains all common law, statutory and other reserved rights, including the copyright thereto. Client will not use or permit the reuse of the Instruments of Service except, as a condition precedent, by mutual agreement in writing with GTA. Provided Client is not in default under this Agreement, Client may retain copies solely for information and reference in connection with occupancy and maintenance of the Project. However, such documents are not intended or represented to be suitable for use by Client or others on extensions of the Project, for completion or implementation of the Project by others, or any other project. Client further agrees to waive all claims against GTA and the Client agrees to indemnify, defend, and hold harmless GTA from all claims, damages and expenses, including attorney's fees, arising from unauthorized changes or use of the Instruments of Service or completion of the Project without GTA's involvement.

#### 4. PAYMENTS

Invoices will be submitted by GTA on a monthly basis. Invoices will be due and payable in full upon receipt of an invoice by Client without retainage, and will not be contingent upon receipt of funds from third parties. In the event that Client objects to all or any portion of any invoice, Client shall notify GTA of the reasons for the objection within fifteen (15) days from date of the invoice, and pay that portion of the invoice not in dispute. Payments made by Client shall constitute acceptance of GTA's Proposal and General Provisions. If fees are not paid in full within thirty (30) days of the date of the invoice, GTA may pursue all appropriate remedies, including but not limited to, suspend or terminate services under this Agreement, withdrawing certifications, stopping work, and retaining all documents. In the event of such suspension or termination of services, GTA shall have no liability to Client for delay or damages caused by such suspension or termination. If at any time, an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of one and one-half percent (1.5%) per month from the date of the invoice will be charged. Claims and/or causes of action against Client arising out of or relating to this Agreement shall be brought by GTA within two (2) years of the date of the last invoice issued by GTA for services rendered pursuant to this Agreement or termination of this Agreement whichever is sooner. Application of the percentage rate indicated above as a consequence of Client's late payments does not constitute any willingness on GTA's part to finance Client's operation, and no such willingness should be inferred. In the event GTA employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein Client agrees to pay all litigation costs prior to and through any trial and subsequent proceedings, including but not limited to reasonable attorney's fees and court costs incurred by GTA, as well as the time spent by GTA personnel based on their current hourly billing rates.

#### 5. CLIENT RESPONSIBILITIES

Client shall provide full information regarding the requirements and budget for the Project and GTA and its consultants and their respective representatives and agents (hereafter may be referred to collectively as the "Engineer") shall be entitled to rely on the accuracy and completeness thereof. Client, for its own benefit may, from time to time on its own or retain others to perform certain tests, inspections, and analyses or other information and materials for use by GTA. GTA may rely on and is expected to rely on such tests, inspections, analyses, opinions, data, reports, materials and other information without the need for independent evaluation and/or verification. Moreover, Client agrees to indemnify, defend, and hold GTA harmless from any and all losses, damages, and claims of any nature which may in any way arise out of or in connection with the use by GTA of the tests, inspections, analyses, opinions, data, reports, materials and other information prepared by Owner or others and furnished to GTA in connection with this Project.

If Client or Contractor becomes aware of any discrepancies, errors, or omissions in the Contract Documents, or of any unanticipated job or site conditions, or of any fault or defect in the Project or nonconformance with the design documents, or of any proposed field revisions, prompt written notice thereof shall be given by Client to Engineer.

GTA is not responsible for providing cost estimates for the construction of the Project. Client has the sole responsibility for retaining a cost consultant during the design phase of the Project and the cost of construction and any costs that vary from or exceed any estimates or budgets. GTA is entitled to rely upon the estimates provided by Client. Any modifications to GTA's contract documents that are necessary to meet Client's budget for the cost of construction shall be billed as an Additional Service.

#### 6. CONTRACTOR'S RESPONSIBILITIES

GTA shall be responsible only for the design shown in GTA's Contract Documents. Client shall specifically hold GTA harmless from any and all claims or damages arising from or relating to the Contractor's failure to properly perform the work. Furthermore, GTA shall not be responsible for or have control over the means, methods, procedures of construction, dimensions, quantities or instructions for installation or performance of equipment or systems designed by the Contractor or site safety precautions employed by the Contractor or subcontractors on the Project, which remain the sole responsibility of the Contractor.

#### 7. HIDDEN CONDITIONS

The Instruments of Service are based on observable conditions. A condition is hidden if it is concealed by existing finishes or cannot be investigated by reasonable visual observation. In the event GTA, in the performance of its services, uncovers a hidden condition, GTA shall not be responsible for costs associated with repairing, restoring, removing, redesigning or otherwise correcting said condition. GTA shall have no responsibility for hidden conditions or any subsequent damage to persons or property related to any hidden conditions.

#### 8. HAZARDOUS SUBSTANCES

GTA shall have no responsibility, unless contracted to do so, for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous substances in any form at the Project site, including but not limited to asbestos, asbestos products, petroleum, petroleum derivatives, polychlorinated biphenyl (PCB) or other hazardous substances, as defined by any applicable environmental law. Client agrees to advise GTA prior to beginning work of any hazardous substances on or near the site. In the event that test samples obtained during GTA's work contain substances hazardous to health, safety or the environment, these samples remain the property of Client. Likewise, any equipment contaminated during GTA's services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

#### 9. CONSTRUCTION OBSERVATIONS AND TESTING SERVICES

GTA will provide personnel to observe and report on specific aspects or phases of construction in accordance with the agreed Scope of Services. Unless GTA's Scope of Services provides otherwise, GTA does not provide continuous observation or exhaustive inspection of the work performed by the Contractor or subcontractors. GTA's visits to the construction site shall be for the purpose of becoming generally familiar with the progress of the construction work and performing observations and testing within GTA's scope. Should Client not retain GTA to observe construction, or should Client unduly restrict GTA's assignment to observe construction, Client waives any claim against GTA, and agrees to indemnify, defend, and hold GTA harmless from any claim, liability, or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans, or specifications developed by GTA. GTA's services do not include supervision or direction of the actual work of the contractor, his employees, agents or subcontractors or job site safety. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of GTA's field representative nor the observation and testing by GTA shall excuse the contractor from defects in its work or from potentially unsafe working conditions. If GTA is required to assist Client in bidding or in determining whether cause exists to terminate a contractor, pursuant to the terms of this Agreement or the construction contract, then Client agrees to indemnify, defend and hold GTA harmless from any and all losses, damages and claims of any nature, which may in any way arise out of GTA's rendering of good faith advice to Client on these topics.

#### 10. ACCESS TO SITE

Client will provide rights of entry and access for GTA and necessary permissions in order for GTA to perform its services. GTA shall have access to the Project site at all reasonable hours and shall be permitted to photograph the Project during construction and upon completion for its records and future use. GTA shall have the right to take photographs and make other reasonable promotional use of the Project, and GTA shall be given appropriate credit on all construction signs or other promotional materials concerning the Project. While GTA will take reasonable precautions to minimize damage to the property, it is understood that in the normal course of work, some damage may occur to surface features, the correction of which is not part of GTA's Scope of Services.

## 11. DISCLOSURE

If during the course of this engagement, GTA develops data or information that requires disclosure to an administrative agency or other authority with proper jurisdiction, Client agrees to such disclosure and agrees to defend, indemnify, and hold GTA harmless from any claim or liability arising from such disclosure.

## 12. FAILURE TO FOLLOW RECOMMENDATIONS

Client recognizes and assumes the inherent risks connected with subsurface and earthwork construction, and agrees that it would be unfair to hold GTA liable for problems that may occur if GTA's recommendations are not followed. Accordingly, Client waives any claims against GTA, and agrees to defend, indemnify, and hold GTA harmless from any claim or liability for injury or loss that results from Client's failure to strictly implement GTA's recommendations. Client also agrees to compensate GTA for any time spent and expenses incurred by GTA, including attorney's fees, in defense of any such claim, with such compensation to be based upon GTA's then prevailing fee schedule and expense reimbursement policy.

## 13. SAMPLING AND TEST LOCATION

Unless otherwise stated, the fees in the Agreement do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or exploration locations described in GTA's report or shown on sketches are based upon information furnished by others or estimates made in the field by GTA's representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. GTA will not provide or check field survey work. If Client specifies the test location, GTA reserves the right to deviate a reasonable distance from the location specified. GTA will retain all soil and rock samples for sixty (60) days after GTA's report is issued. Further storage or transfer of samples can be made at Client's expense, upon written request.

## 14. SUBSURFACE EXPLORATION

If subsurface exploration is required to complete the Scope of Services, then any such work by GTA is subject to the following qualifications:

GTA will take reasonable precautions to avoid damages to subterranean structures or utilities in the prosecution of the work. The Client agrees to advise GTA of known or suspected underground features which could affect the services to be provided. The Client agrees to hold GTA harmless for any damages to subterranean utility lines and for structures which are not called to GTA's attention.

If the Client specifies the subsurface exploration locations, GTA reserves the right to deviate a reasonable distance from the location specified. GTA reserves the right to terminate this contract if site conditions prevent subsurface exploration at or near the designated locations, and these conditions were not revealed to GTA prior to submitting this Agreement. If deeper or additional subsurface explorations are necessary to evaluate unusual or anomalous conditions, the additional work is an Additional Service and will be charged in accordance with the fee schedule.

## 15. REJECTION OF WORK

GTA may recommend to Client rejection of Contractor's work which, in GTA's professional opinion, does not conform to design, specifications, or GTA's recommendations. Client agrees to indemnify, defend and hold GTA harmless from any and all losses, damages and claims of any nature, which may in any way arise out of GTA's rendering of good faith advice to Client on this topic.

## 16. DELAYS

In the event that GTA's field or technical work is interrupted due to causes beyond GTA's control, GTA shall be compensated for the labor, equipment, and other costs GTA incurs in order to maintain its workforce for Client's benefit during the interruption, or at Client's option, the various costs GTA incurs for demobilization and subsequent remobilization. Compensation to GTA shall be based upon GTA's then prevailing fee schedule and expense reimbursement policy. Client shall not hold GTA responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of GTA.

## 17. DISPUTE RESOLUTION

In addition to and as a condition precedent to litigation, the parties shall endeavor to settle disputes, other than payment disputes, by non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. Any mediation shall be conducted in Maryland. In no event shall the demand for mediation be made after the date when such claim, dispute or other matter in question would be barred by the applicable statute of limitations. If mediation fails to resolve the claims or disputes, then all claims, disputes or other matters in question arising out of this Agreement shall be determined by a state or federal court located in Maryland. Both parties consent to jurisdiction and venue in the courts referenced above. Any and all claims and/or causes of action against GTA arising out of or relating to this Agreement shall be brought by Client within two (2) years of the date of the last invoice issued by GTA for services rendered pursuant to this Agreement or termination of this Agreement whichever is sooner.

## 18. CERTIFICATE OF MERIT

Client shall make no claim, either directly or in a third-party claim, against GTA unless Client has first provided GTA with a written certification executed by an independent professional currently practicing in the discipline of the alleged defect or error and licensed in the state where the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care in this Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

## 19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland. Should any provision of this Agreement be or become legally invalid, the validity of the remainder of this Agreement shall not be affected.

## 20. LIMITATION OF LIABILITY

There are a variety of risks which potentially affect GTA by virtue of entering into an Agreement to perform professional services on Client's behalf. In order for Client to obtain the benefit of a fee which does not need to account for unlimited risks, Client agrees to limit GTA's liability to Client. To the fullest extent permitted by law, the total liability of GTA with regard to the Project under any and all theories of liability shall be limited to an amount not to exceed the lesser of GTA's fee only, not including GTA's subconsultants, for the Project only, or \$50,000. To the extent damages are covered by property insurance, Client and GTA waive all rights against each other, notwithstanding that such loss, damage or liability may arise out of the act or omission of GTA, and the nature of the conduct that causes the damage shall not vitiate this waiver.

GTA will not be liable for consequential damages, including, without limitation, loss of use or loss of profits, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act by GTA. No director, officer, employee or agent of GTA shall have any individual liability to Client. Except as expressly permitted in paragraph 20, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other person.

## 21. COVENANT NOT TO SUE

Client shall assure that the following covenant not to sue is contained in all other contractor agreements, and shall assure its enforcement: "Contractor, or any successor, assignee or subrogee of Contractor, agrees not to bring any civil suit, action or other proceeding in law, equity or arbitration against GTA, or the officers, employees, agents or consultants, of GTA, for the enforcement of any action which Contractor may have arising out of or in any manner connected with the Project. GTA, its officers, employees, agents, and consultants are intended third-party beneficiaries of this covenant not to sue, who are entitled to enforce this covenant in law or equity."

## 22. BETTERMENT

If due to GTA's breach of the standard of care, any required item or component of the Project is omitted from GTA's Instruments of Service, GTA shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will GTA be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

## 23. ASSIGNMENT

Client shall not assign or transfer its interest or claim arising under or related to this Agreement without the written consent of GTA.

## 24. SUSPENSION OR TERMINATION FOR CLIENT'S BREACH

GTA may suspend or terminate services without breach of contract immediately upon giving Client written notice that Client is in default. Client shall be considered in default in the event GTA does not receive payment when due, Client unreasonably delays in responding to GTA, Client fails to reasonably act in good faith, or Client otherwise breaches this Agreement. In the event services are suspended or terminated, GTA has no obligation to deliver documents and any consequences (including delay) resulting from such suspension or termination are the sole responsibility of Client. GTA shall be compensated for all services performed up to the date of termination together with all reimbursable expenses then due and any termination expenses. Client has the obligation to return all documents if Client is in default under this Agreement.

## 25. INSURANCE

Client is obligated at all times to carry adequate liability, property and fire insurance on the property where the Project is located and the Project. Client hereby releases GTA from any liability for any loss or damage notwithstanding that such loss, damage or liability may arise out of the act or omission of GTA, if such loss or damage is covered by insurance benefiting Client or was required to be covered by insurance pursuant to this Agreement. This waiver shall survive termination of this Agreement.

**26. ENTIRE AGREEMENT**

These General Provisions along with the Agreement represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations or agreements, either written or oral and may be amended only by written instrument signed by all of the parties.

**27. PREVAILING WAGE PROJECTS**

This Agreement is based on GTA's services for this Project being considered professional services and not subject to the provisions of any prevailing wage act. If it is later determined that any prevailing wage act applies to GTA's services on this Project, this Agreement will be amended to reflect GTA's hourly billing rate which will be based on applicable Prevailing Wages, plus overhead and profit as determined by GTA. The change in hourly billing rates will be retroactive to the start of work on this project. Client agrees to protect and reimburse GTA for any and all costs incurred arising out of or resulting from the requirements of the Prevailing Wage Act being applied to our services on this Project. Client further agrees to immediately notify GTA if the Client learns that the Prevailing Wage Act may apply to GTA's services on this Project.





PROPOSAL ACCEPTANCE SHEET

AGREEMENT FOR ENGINEERING CONSULTING SERVICES

**Project Information**

Project Name: Marion County Ag Buildings  
Project Location: Marion County, Tennessee  
Description of Services: Geotechnical Engineering Services  
Compensation for Services: Lump Sum (\$5,965.00 for each School Site)

**Client Information**

Correspondence Address

Company Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ email: \_\_\_\_\_

Billing Address (if different than above):


Attention: \_\_\_\_\_ Title: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ email: \_\_\_\_\_

**Special Instructions**

Services performed outside the scope of the proposal will be billed on a time and materials basis

\_\_\_\_\_  
\_\_\_\_\_

Offered by:  
**Geo-Technology Associates, Inc**

  
\_\_\_\_\_  
Signature of Authorized Representative

**Daniel D. Terranova, PE/Vice-President**  
Printed Name and Title

Date of Proposal: April 2, 2024

Accepted by:

\_\_\_\_\_  
Printed Individual or Company Name  
\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name and Title

Date of Acceptance: \_\_\_\_\_

Contract Agreement

Agreement entered into at Marion County School Board

on this date of 5-6-2024, by and between:

Client: Marion County School Board

Land Surveyor: Elliott Surveying

Name: Mark Griffith Superintendent of Schools

Name: Jeff Elliott

Address 204 Betsy Drive, Jasper, TN 37347

Address 4610 Main Street, Jasper, TN 37347

Phone 423-942-3434

Phone 423-637-1009 423-403 7860

Fax 423-942-4210

Fax \_\_\_\_\_

Email Mgriffith@mctns.net Sprince@mctns.net

Email jelliott@elliottlandsurveying.com

**Client and Land Surveyor agree as follows:**

- A. Client hires Land Surveyor to perform the following services: Locate benchmark elevation with Northing, Easting and Elevation. Property Lines with meets and bounds for site plan. State Plane Coordinates true north. Location of road, drainage, and utility easements. Note Zoning Lot Number Plat Number. Topographic contours at 1' intervals. Spot Elevations in detailed areas. Or aerial On Site utilities Storm and Sewer, Top and inverts. Size of pipe and material. Gas Water Steam electric on or available. Existing utilities. Hydrants and static pressure flows. Size and location of buildings. Fences and gates. Signs and area of site. Square footage of buildings. Scale 1" = 200' for overall site. 1"=20' for Detail areas. Sheet 30"X42". Provide Pdf and electronic drawing. 3 Locations Marion County High School, Whitwell High School, and South Pittsburg High School.
- B. Client agrees to compensate Land Surveyor as follows: Pay \$200.00 an hour for field work and \$90 an hour for cad work and office time for the work performed at all three locations.
- C. Client agrees to a schedule for performance of Land Surveyor's services as follows: Complete all above-mentioned tasks at a reasonable time frame.
- D. This agreement is made subject to the provision contained in paragraphs 1 through 31 herein, and the provisions of the exhibits attached hereto and made a part hereof. (List exhibits below)

Client and Land Surveyor agree as follows:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Land Surveyor.
2. This agreement contains the entire agreement between the parties relating to the project. Any prior agreements not expressly set out in this agreement are void. Subsequent modifications to this agreement shall be in writing and signed by both parties.
3. Waiver of any term, condition or covenant set out herein shall not constitute a waiver of any other term, condition or covenant.
4. If any part of this agreement is held by a court of competent jurisdiction to be invalid, the remaining provisions of this agreement shall be valid and binding.
5. This agreement shall be governed by the laws of the State of Tennessee.
6. If the Land Surveyor's scope of services includes services related to applying for or seeking approval of governmental permits (e.g., zoning, planning, subsurface sewage disposal), such services shall not constitute a representation or warranty that such permits will be approved.
7. Client shall deliver, upon Land Surveyor's request, any additional information, documents or funds to pay governmental fees and charges that are necessary for Land Surveyor to perform its services under this agreement.
8. All plats, drawings, reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Land Surveyor are instruments of service, and shall remain the property of Land Surveyor and may be used by Land Surveyor without the consent of Client. Upon request and payment of all costs, Client will be furnished a signed and sealed copy of all final plats and other documents required by provisions of the agreement to be prepared by Land Surveyor.
9. Land Surveyor is not responsible for any determination or location of any underground conditions not visible and obvious by inspection of the premises, including, but not limited to, soils, geological conditions, physical devices and facilities, pipelines or buried cables unless specifically included in writing in this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make such determination or location of any subsurface condition.
10. Land Surveyor has the right to complete all services requested pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Land Surveyor is responsible for such termination, Client agrees to release Land Surveyor from all liability for services performed. In the event all or any portion of the services by Land Surveyor are suspended, abandoned, or otherwise terminated, Client shall pay Land Surveyor all fees and charges for services provided prior to termination. If Land Surveyor's services are suspended and restarted, Land Surveyor will be entitled to additional compensation for extra services pursuant to the provisions of paragraph 15 of this agreement. If Land Surveyor's services are terminated for the convenience of Client, Land Surveyor is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 15.
11. Land Surveyor shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations

pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Land Surveyor's obligations pursuant to this agreement continues for a period exceeding ninety (90) days, Land Surveyor shall have the right to terminate all services pursuant to this agreement.

12. This agreement shall not be construed to alter, affect or waive any land surveyor's lien, mechanic's or materialman's lien to which Land Surveyor may be entitled for the performance of services pursuant to this agreement. Client agrees to provide Land Surveyor the name and address of the record owner of the property that is the subject of the project.

13. All fees and other charges due Land Surveyor will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Land Surveyor within thirty (30) days after invoices are rendered, Land Surveyor shall have the right in its absolute discretion to consider such default in payment a material breach of this agreement, and Land Surveyor's duties under this agreement may be suspended or terminated. In such event, Client shall pay Land Surveyor for all outstanding fees and charges due Land Surveyor at the time of suspension or termination. If Land Surveyor elects to suspend or terminate its services pursuant to the provisions of this paragraph, Land Surveyor is entitled to reasonable suspension or termination costs or expenses.

14. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1 1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.

15. Client agrees that if it requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Land Surveyor's usual and customary billing rates.

16. If any staking or monuments are damaged, removed or destroyed by anyone other than Land Surveyor, the entire cost of new staking or monumentation shall be paid for by Client as extra services in accordance with paragraph 15.

17. Client acknowledges that the services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change at any time, and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 15.

18. Client shall pay the costs of all inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical

engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees and charges not specifically covered by the provisions of this agreement.

19. Any area or volume computations or estimates will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance and shall not to be considered as irrefutable or unconditional.

20. Land Surveyor makes no warranty, either express or implied, as to its findings, recommendations, opinions, or professional advice except that its services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

21. In the event Client agrees to, authorizes, or permits changes in the instruments of service prepared by Land Surveyor, which changes are not consented to in writing by Land Surveyor, or Client does not accept opinions or recommendations of Land Surveyor pursuant to this agreement, Client acknowledges that the unauthorized changes and their effects and the failure of the Client to accept the Land Surveyor's opinions or recommendations are not the responsibility of Land Surveyor.

22. Client agrees not to use or permit any other person to use instruments of service prepared by Land Surveyor which are not final and which are not signed and sealed by Land Surveyor. Client shall be responsible for any such use of non-final instruments of service or other documents not signed and sealed by Land Surveyor. Client hereby waives any claim for liability against Land Surveyor for such use. Client further agrees that final plats, specifications, drawings, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in this agreement. Such final plats, specifications, drawings, reports or other documents may not be changed or used on a different project without written consent of Land Surveyor.

23. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Land Surveyor, Client agrees that all such electronic files are instruments of service of Land Surveyor, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement.

In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Land Surveyor, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Land Surveyor or from any reuse of the electronic files without the prior written consent of Land Surveyor.

24. If Land Surveyor produces plats, specifications, or other documents and/or performs field services, and such plats, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional services thereby required shall be paid for by Client as extra

services in accordance with paragraph 15.

25. Land Surveyor is not responsible for delay caused by activities or factors beyond Land Surveyor's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, inclement weather, acts of God, failure of Client to furnish timely information or approve or disapprove of Land Surveyor's services or instruments of service promptly, faulty performances by Client or other contractors or governmental agencies. When such delays beyond Land Surveyor's reasonable control occur, Land Surveyor shall not be responsible for damages nor shall Land Surveyor be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Land Surveyor to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 15.

26. Land Surveyor is not responsible for the performance of work by third parties.

27. Client agrees to limit the liability of Land Surveyor, its principals, employees and subconsultants, to Client for any claim or action arising in tort, contract, or strict liability, to the amount of Land Surveyor's fee under this agreement.

28. In the event there is litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

29. In the event Land Surveyor institutes litigation to enforce or interpret the provisions of this agreement, such litigation shall be brought and adjudicated in the appropriate court in the county in which the Land Surveyor's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

30. Land Surveyor shall not be required to sign any documents, no matter by who requested, that would result in Land Surveyor having to certify, guarantee or warrant the existence of conditions whose existence the Land Surveyor cannot ascertain. Client agrees not to make resolution of any dispute with the Land Surveyor or payment of any amount due the Land Surveyor contingent upon the Land Surveyor's signing or agreeing to any such certification.

31. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the project or following completion of the project, Client and Land Surveyor agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

(b) Subdivision (a) shall not preclude or limit Land Surveyor's right to file an action for collection of fees in a court of competent jurisdiction.

(c) Subdivision (a) shall not preclude or limit Land Surveyor's right to perfect or enforce applicable land surveyor's, mechanic's or materialman's liens.

Client Initials \_\_\_\_\_  
Land Surveyor \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Client Marion County Board Of Education

Land Surveyor Elliott Surveying

By \_\_\_\_\_

By 

Name/Title Superintendent of Schools

Name/Title Owner

Date Signed \_\_\_\_\_

Date Signed 5-6-24

Project Number \_\_\_\_\_

Project Number 24-0062 24-0063 24-0063

**RICHARD HARDY SPECIAL SCHOOL DISTRICT  
LUNCH AGREEMENT  
SY-2024-2025**

**AGREEMENT:**

Marion County School Nutrition Program proposes and agrees to furnish the Richard Hardy School District, for the period of August 7, 2024 through May 22, 2025 meal provisions in accordance with the listed specifications, and the attached documents at the price set forth to Richard Hardy School District.

**Specifications:**

1. All conditions complied with as stated above in providing at least 120 meals meeting USDA, Federal and State Requirements for the components and items composing a Reimbursable Lunch Meal prepared daily, **Monday-Thursday** while school is in full session excluding school holidays.
2. RHMS will pick up and transport food in bulk in insulated food carriers to maintain food temperatures and be in compliance with HACCP practices and to maintain food free from physical hazard. Return food pans and carriers clean and free of food.
3. Food Receiving Log/Temp Log with all food items and recorded food temperatures will be sent with food daily.
4. RHMS assumes responsibility to maintain proper food temps, holding hot foods above 135 degrees and cold foods below 40 degrees.
5. Additional Entrée Choice can be considered.
6. RHMS responsible for food production record daily.

**PRICE PER MEAL: \$3.25 (Price does NOT include milk or paper products)**

**Attachments:**

- 1) Debarment Form
- 2) Lobbying Form
- 3) Cycle Menu Sample
- 4) School Calendar
- 5) Food Receiving Record/ Temp Log

**Note: The USDA *Food Buying Guide* may be found on the USDA, Child Nutrition Programs webpage section. Internet Address:**

**<http://schoolmeals.nal.usda.gov/FBG/buyingguide.html>**

Submitted by: Marion County Board of Education  
Address: 204 Betsy Pack Drive  
Jasper, TN 37347

Signature:  Title: Director of Schools

Date: 4/19/2024 Phone: (423) 942-3434

Signature:  Title: School Nutrition Director


Date: 4/19/2024 Phone: (423) 942-3434 Ext. 12011

dtaylor@mctns.net

Please list additional contact person we may contact during the period of the contract for contract administration.

Name: Steffa Taylor (SPHS) staylor@mctns.net Phone: (423) 837-7702

Richard Hardy Memorial School

Signature:  Title: Director of Schools

Date: 4/19/24 Phone: (423) 837-7282 Ext. 100

Signature:  Title: School Nutrition Director

Date: 4/19/24 Phone: (423) 837-7282 Ext. 110

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.






## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

*(Read instructions on page two before completing certification.)*

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Marion County School Nutrition	PR/AWARD NUMBER OR PROJECT NAME Richard Hardy School Meal Contract
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Danita Taylor	
SIGNATURE 	DATE 3/28/2024

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

## CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding \$100,000 In Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

**Marion County School Nutrition Program**

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FNS Grant/Cooperative Agreement

**Marion County Schools, 204 Betsy Pack Drive, Jasper, TN 37347**

Name/Address of Organization

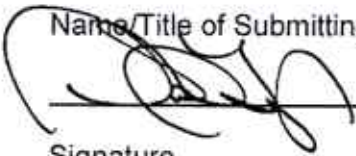
**Danita Taylor**

---

Name/Title of Submitting Official

Signature








Date

  
4/17/2024



# April 2024



Sun	Mon	Tue	Wed	Thu	Fri
 <u>MENU SUBJECT TO CHANGE</u> Due to Supply Chain Disruption	 8 Biscuit and Sausage Crispito w/Queso Manager Choice Fresh Salad Greens Carrots /Corn Fruit/ Milk	 9 Breakfast Pizza Popcorn Chicken Manager's Choice Potatoes Broccoli/ Roll Fruit/ Milk	 10 Mini Pancakes Chicken Sandwich Manager's Choice Trimmings Fries Fruit/ Milk	 11 Apple Frudel Walking Taco Chicken Fajita Trimmings Corn/ Black Beans/Salsa Fruit	 12 Biscuits and Gravy Pizza Manager Choice Fresh Salad Greens Carrots /Corn Fruit/ Milk
 <u>MENU SUBJECT TO CHANGE</u> Due to Supply Chain Disruption	15 Biscuit and Sausage Hot Dog BBQ Rib Sand. Baked Beans Salsa, Cheese Cup, Chips, Slaw, Milk	16 Pancake Stick Popcorn Chicken Manager's Choice Potatoes Broccoli/ Roll Fruit/ Milk	17 Cream Cheese Bagel Chicken Sandwich Cheeseburger Trimmings Fries Fruit/ Milk	18 Breakfast Pizza Spaghetti w/Meat Sauce Manager's Choice Green Beans Fresh Veggie Bread Sticks/Milk/Fruit	19 Biscuits and Gravy Pizza Manager Choice Fresh Salad Greens Carrots /Corn Fruit/ Milk
 School Lunch Rocks!! 	22 Biscuit and Sausage Crispito w/Queso Manager Choice Fresh Salad Greens Carrots /Corn Fruit/ Milk	23 Breakfast Pizza Popcorn Chicken Manager's Choice Potatoes Broccoli/ Roll Fruit/ Milk	24 Pancakes Chicken Sand. Manager's Choice Fresh Veggies Baked Chips Fruit/ Milk	25 Apple Frudel Walking Taco Chicken Fajita Trimmings Corn/ Black Beans/Salsa Fruit , Milk	 26 Biscuits and Gravy Pizza Manager Choice Fresh Salad Greens Carrots /Corn Fruit/ Milk
	29 Biscuit and Sausage Hot Dog BBQ Rib Sand. Baked Beans Salsa, Cheese Cup, Chips, Slaw, Milk	30 Pancake Stick Popcorn Chicken Manager's Choice Potatoes Broccoli/ Roll Milk	1 Hot Ham & Cheese Crois. Chicken Sandwich Manager's Choice Trimmings Fries Fruit/ Milk	2 Cinnamon Rolls/Sausage Spaghetti w/Meat Sauce Manager's Choice Green Beans Fresh Veggie Bread Sticks/Milk/Fruit	3 Biscuits and Gravy Pizza Manager Choice Fresh Salad Greens Carrots /Corn Fruit/ Milk

This institution is an equal opportunity provider.

School Breakfast and Lunch  
 at no Cost to all  
[Marion County Schools](#)  
[Students](#)

# 2024-2025 Marion County Calendar

AUGUST 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 1 In-Service #1
- 2 In-Service #2
- 5 Registration
- 6 Staff Dev. #1
- 7 Students First Full Day

20 Days

- 1-2 Chrslmas Break
- 3 In-Service #3
- 6 In-Service #4
- 7 Students Return
- 9 Report Cards
- 20 M.L. King Day

18 Days

JANUARY 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- 2 Labor Day
- 5 Progress Reports

20 Days

- 13 Progress Reports
- 14 Staff Dev. #3
- 17 President's Day

19 Days

FEBRUARY 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

OCTOBER 2024						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 4 End of First 9 Weeks
- 14 - 18 Fall Break
- 21 Staff dev. #2
- 24 Report Cards

18 Days

- 7 End of 3<sup>rd</sup> 9 Weeks
- 13 Report Cards
- 24 - 28 Spring Break

16 Days

MARCH 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 11 Veteran's Day
- 14 Progress Reports
- 25 - 29 Thanksgiving Break

15 Days

- 17 Progress Reports
- 18 Good Friday

21 Days

APRIL 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 20 Abbreviated Day & End of 2<sup>nd</sup> 9 Weeks, End of Sem. 1
- Christmas Break  
Dec 23 - Jan 2

15 Days

- 23 Staff Dev. #4
- 24 Last Day of School/  
Report Cards, End of Sem. 2
- 26 Memorial Day

18 Days

MAY 2025						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

High School Graduations: TBA

In-Service/ Staff Development Days  
 Holidays  
 Progress Reports/Report Cards  
 Registration/End of Quarter  
 1<sup>st</sup> Semester - 88 Days  
 2<sup>nd</sup> Semester - 92 Days



Products

Description	Price	Qty	Ext. Price
3000175056169. OptiPlex All-in-One (7410) 13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W) 16GB (1X16GB) DDR5 Non-ECC Memory M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive W11P with 3 Years ProSupport NBD Warranty 1 - Quote 21923	\$1,037.23	34	\$35,265.82

Subtotal: \$35,265.82

▶ Statement of Work

- OptiPlex All-in-One (7410)
- 13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W)
- Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish
- No Microsoft Office License Included - 30 day Trial Offer Only
- 16GB (1X16GB) DDR5 Non-ECC Memory
- M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive
- Thermal Pad, Screw and Rubber for SSD
- Intel Integrated Graphics
- OptiPlex All-in-One, 23.8" FHD Touch, FHD camera, UMA, 160W Bronze Power Supply
- System Power Cord (Philippine/TH/US)
- Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth
- Screw for WLAN card
- Wireless Driver, Intel AX211 Wi-Fi 6E (6Ghz) 2x2, Bluetooth
- Dell KB216 Wired Keyboard English
- Dell Optical Mouse - MS116 (Black)
- No Cover Selected
- Dell Additional Software
- ENERGY STAR Qualified
- Dell Watchdog Timer
- Quick Start Guide, OptiPlex All-in-One
- Trusted Platform Module (Discrete TPM Enabled)
- Package for Fixed/ HAS/ no stand (DAO, CCC)
- DAO factory Information
- Shipping Label
- Regulatory Label for OptiPlex All-in-One 65W, 160W Bronze, FSJ

# Chattanooga Times Free Press

Account #: AP110816

Company: MARION COUNTY DEPT OF EDUCATION  
204 BETSY PACK DR  
JASPER, TN 37347

Ad number #: 389067

PO #:

Matter of: BID REQUEST The Marion County Board of E

**AFFIDAVIT • STATE OF TENNESSEE • HAMILTON COUNTY**

Before me personally appeared Samara Swafford, who being duly sworn that she is the Legal Sales Representative of the CHATTANOOGA TIMES FREE PRESS, and that the Legal Ad of which the attached is a true copy, has been published in the above named newspaper and on the corresponding newspaper website on the following dates, to-wit:

*Times Free Press 03/28/24, 03/29/24, 03/30/24, 03/31/24, 04/01/24, 04/02/24, 04/03/24;*  
*TimesFreePress.com 03/28/24, 03/29/24, 03/30/24, 03/31/24, 04/01/24, 04/02/24, 04/03/24*

And that there is due or has been paid the CHATTANOOGA TIMES FREE PRESS for publication the sum of \$182.70.

*Samara Swafford*

Sworn to and subscribed before me this date: 10th day of April, 2024



*Shonique Hambrick*

My Commission Expires 12/14/2026

# Chattanooga Times Free Press

400 EAST 11TH ST  
CHATTANOOGA, TN 37403

**BID REQUEST**

The Marion County Board of Education will be accepting bids for purchase of 34 All-In-One Touch Screen computers for the Food Services Department. Please email [helpdesk@mcms.net](mailto:helpdesk@mcms.net) for a copy of the RFP.



**Subject:** Re: Breanna Patton Softball Volunteer  
**From:** Ruby Gamble <rgamble@mctns.net>  
**To:** Dr. Heath Thacker <bthacker@mctns.net>  
**Date:** Tuesday, 04/30/2024 3:18 PM

---

Thank you.

I will give your request to Dr. Griffith for approval to add to the May Agenda.

Have a good evening,

**Ruby Gamble**  
*Executive Assistant to the Director of Schools*  
*Board Secretary*

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



On Tuesday 04/30/2024 at 3:08 pm, Dr. Heath Thacker wrote:

Mrs. Gamble,

That is correct. Thank you

[ Image ]

**Dr. Heath Thacker**

Principal

Jasper Middle School

[  
image423-942-6251  
]

[  
imagebthacker@mctns.net  
]

[  
imagewww.jaspermiddle.org  
]

[  
image601 Elm Avenue, Jasper, TN, 37347  
]

---

On Tuesday 04/30/2024 at 3:06 pm, Ruby Gamble wrote:

Good afternoon,

I received the request for **2023-2024 School Year:**

**Non-Faculty Volunteer:**  
**Breanna Patton - Softball**

Is this request correct please?

*2023-2024*  
*\* Non-Fac. Vol*

**Subject:** Re: add to the agenda

**From:** Ruby Gamble <rgamble@mctns.net>

**To:** Paige Hill <phill@mctns.net>

**Date:** Wednesday, 04/10/2024 1:39 PM

---

Thank you

**Ruby Gamble**  
*Executive Assistant to the Director of Schools*  
*Board Secretary*

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

On Wednesday 04/10/2024 at 1:39 pm, Paige Hill wrote:

yes,

Paige Hill  
Principal  
South Pittsburg High School

On Wednesday 04/10/2024 at 1:22 pm, Ruby Gamble wrote:

\* Non-Faculty Volunteer Coach - Shawn Peak (Football)

Is that correct?

**Ruby Gamble**  
*Executive Assistant to the Director of Schools*  
*Board Secretary*

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

On Wednesday 04/10/2024 at 1:21 pm, Paige Hill wrote:

we need to add Shawn Peak to the agenda as a volunteer coach for right now bc he will not officially start until the beginning of the year, but he will be doing weightlifting after school with them.

Thanks,

Paige Hill  
Principal  
South Pittsburg High School

Q 023-24-

\* Non-Fac. Vol.

May Agenda



**Subject:** request

**From:** Teena Casseday <tcasseday@mctns.net>

**To:** Ruby Gamble <rgamble@mctns.net>

**Date:** Monday, 05/06/2024 10:29 AM

---

Requesting board approval:

\* Amanda Sullivan - assistant volleyball coach - non faculty volunteer. \* \* \*

2023-2024  
2024-2025  
\* Non-Fac. Volunteer

MG  
5.7.24

**Subject:** Re: MES 24-25 Coaches

**From:** Ruby Gamble <[rgamble@mctns.net](mailto:rgamble@mctns.net)>

**To:** Veronica Rogers-Horton <[vrhorton@monteagleelementary.org](mailto:vrhorton@monteagleelementary.org)>

**Date:** Monday, 04/29/2024 10:44 AM

---

Thank you

**Ruby Gamble**  
*Executive Assistant to the Director of Schools*  
**Board Secretary**

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

On Monday 04/29/2024 at 10:34 am, Veronica Rogers-Horton wrote:

I'm sorry I didn't include that information.

\* Megan Rollins is a non-faculty paid  
Joey d is non faculty volunteer

2024-2025  
\* Non-Fac. Paid

Kind regards,

**Veronica Rogers-Horton, Ed.D**  
Principal  
Monteagle Elementary  
[vhorton@mctns.net](mailto:vhorton@mctns.net)  
Phone: 931-924-2136  
Fax: 931-924-2104



On Mon, Apr 29, 2024 at 10:03 AM Ruby Gamble <[rgamble@mctns.net](mailto:rgamble@mctns.net)> wrote:  
Good morning,

Are both of these Non-Faculty Volunteers?

\* Megan Rollins - Girls' Basketball  
Joey Didomencio - Boys' Girls' Soccer

Thank you,

**Ruby Gamble**  
*Executive Assistant to the Director of Schools*  
**Board Secretary**

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

**Subject:** Re: Fwd: Jeremy Blalock

**From:** Ruby Gamble <rgamble@mctns.net>

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

**Cc:** Tanya Tate <ttate@mctns.net>

**Date:** Monday, 05/06/2024 9:39 AM

Good morning,

I received your request and will be looking for his approval from Mrs. Tate.

Thank you,

**Ruby Gamble**

**Executive Assistant to the Director of Schools**

**Board Secretary**

**Marion Co. Board of Education**

**204 Betsy Pack Drive**

**Jasper, TN 37347**

**(423)-942-3434 ext. 2001**

On Monday 05/06/2024 at 9:30 am, Veronica Rogers-Horton wrote:

Good morning, Ruby,

Please add **Jeremy Blalock** for board approval pending his background check, which will hopefully come in by Wednesday morning. The earliest available time for his background check is today.

Marilu will need to ask Tanya about this on Wednesday morning.

In the event he is not, please add him to the June agenda for the **24-25** school year as a **non-faculty paid basketball coach**.

Kind regards,

**Veronica Rogers-Horton, Ed.D**

Principal

Monteagle Elementary

[vhorton@mcnts.net](mailto:vhorton@mcnts.net)

Phone: 931-924-2136

Fax: 931-924-2104

2024-2025

\*Non-Fac. Paid

MG  
5.7.24

----- Forwarded message -----

**From:** Marilu Brewer <[mbrewer@monteagleelementary.org](mailto:mbrewer@monteagleelementary.org)>

**Date:** Mon, May 6, 2024 at 9:22 AM

**Subject:** Jeremy Blalock

**To:** Tanya Tate <[ttate@mctns.net](mailto:ttate@mctns.net)>

2024-2025  
\* Non-Fac. Paid

### High School Non-Faculty Volunteer Coaches

Kelby Ferrell	Volleyball, Jr. High Volleyball, Jr. High Basketball (HC)	Paid
Wesley Stone	Football HC	Paid
Lindsey Roberts	Football	Non-paid
Jamison Griffith	Football	Non-paid
Quinten McCamey	Football	Non-paid
Matthew Hawkins	Football	Non-paid
Micah Genter	Baseball	Paid
Trey Hill	Baseball	Non-paid
Reece Genter	Baseball	Non-paid
Haley Baker	Softball	Paid
Makayla Dalton	Softball	Non-paid
Beth Webb	Girls Basketball HC	Paid
Brandi Pickett	Girls Basketball	Paid
Cody Henegar	Boys Basketball HC	Paid
Casey Tierney	Golf HC	Paid
Erin Harveston	Volleyball	Non-paid
Johnathan Haskew	Wrestling	Non-paid
Jason Kirschbaum	Wrestling	Non-paid

*MS*  
4/22/24

### Jr. High Non-Faculty Volunteer Coaches

Jeremy Jackson	Jr. High Baseball, Jr. High Football	Non-paid
Jimmy Clyde McGullion	Jr. High Baseball	Non-paid
Justin Thomas	Jr. High Football	Non-paid
Jack Reames	Jr. High Football	Paid
David Bragg	Jr. High Football	Non-paid
Earl Blevins	Jr. High Football	Non-paid
Patrick Ferguson	Jr. High Football	Non-paid

Delorah Starkey	Jr. High Girls Basketball		Non-paid
Loranda Siler	Jr. High Girls Basketball	HC	Paid
Chris Payne	Jr. High Softball, Jr. High Basketball, Softball	HC	Paid
Makayle Dalton	Jr. High Softball		Non-paid
Haley Baker	Jr. High Softball		Non-paid
Ryli Renfro	Jr. High Softball		Non-paid

**Subject:** Re: Boys Basketball

**From:** Tanya Tate <ttate@mctns.net>

**To:** Teena Casseday <tcasseday@mctns.net>

**Cc:** Ruby Gamble <rgamble@mctns.net>, Mark Griffith <mgriffith@mctns.net>

**Date:** Monday, 05/06/2024 11:16 AM

---

Can Mr. Rudolph be added to the May agenda as a **paid boys basketball** coach for the **2024-2025** school year.

**Tanya L. Tate**

*Director of Human Resources*

Marion County Board of Education  
204 Betsy Pack Drive  
Jasper, TN 37347  
(423)942-3434, Ext. 12018  
(423)942-3436, Fax

2024-2025  
\* non-fac. Paid

MG  
5.7.24

--- Original message ---

**Subject:** Boys Basketball

**From:** Teena Casseday <tcasseday@mctns.net>

**To:** Ruby Gamble <rgamble@mctns.net>, Mark Griffith <mgriffith@mctns.net>, Tanya Tate <ttate@mctns.net>

**Date:** Monday, 04/15/2024 1:20 PM

**Ezekeil Rudolph**

I sent the new coach to be approved as paid for the last board meeting. That was an error on my part.

For the remainder of this school year 23-24 - he is considered a non faculty volunteer

For 24-25 I will send in a different way.

Sorry for the trouble.



**Subject:** Re: MES 24-25 Coaches

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

**To:** Ruby Gamble <rgamble@mctns.net>

**Cc:** Patsy Bell <patsybell@mctns.net>

**Date:** Monday, 04/29/2024 10:34 AM

I'm sorry I didn't include that information.

Megan Rollins is a non-faculty paid  
\*Joey d is non faculty volunteer -

Kind regards,

**Veronica Rogers-Horton, Ed.D**

Principal

Monteagle Elementary

[vrhorton@mctns.net](mailto:vrhorton@mctns.net)

Phone: 931-924-2136

Fax: 931-924-2104

2024-2025  
\*non-fac-volunteer

On Mon, Apr 29, 2024 at 10:03 AM Ruby Gamble <[rgamble@mctns.net](mailto:rgamble@mctns.net)> wrote:

Good morning,

Are both of these Non-Faculty Volunteers?

Megan Rollins - Girls' Basketball

\*Joey Didomencio - Boys' Girls' Soccer

Thank you,

**Ruby Gamble**

*Executive Assistant to the Director of Schools*

*Board Secretary*

**Marion Co. Board of Education**

**204 Betsy Pack Drive**

**Jasper, TN 37347**

**(423)-942-3434 ext. 2001**

On Monday 04/29/2024 at 9:55 am, Veronica Rogers-Horton wrote:

Ruby,

Please add Megan Rollins, as the girls' basketball coach for the upcoming 24-25 school year.

Joey Didomencio as the boys' girls' soccer coach for the 24-25 school year.

**Sincerely,**

2024-2025  
\*Non-Fac. Vol.

## High School Non-Faculty Volunteer Coaches

Kelby Ferrell	Volleyball, Jr. High Volleyball, Jr. High Basketball (HC)	Paid
Wesley Stone	Football HC	Paid
Lindsey Roberts	Football	Non-paid
Jamison Griffith	Football	Non-paid
Quinten McCamey	Football	Non-paid
Matthew Hawkins	Football	Non-paid
Micah Genter	Baseball	Paid
Trey Hill	Baseball	Non-paid
Reece Genter	Baseball	Non-paid
Haley Baker	Softball	Paid
Makayla Dalton	Softball	Non-paid
Beth Webb	Girls Basketball HC	Paid
Brandi Pickett	Girls Basketball	Paid
Cody Henegar	Boys Basketball HC	Paid
Casey Tierney	Golf HC	Paid
Erin Harveston	Volleyball	Non-paid
Johnathan Haskew	Wrestling	Non-paid
Jason Kirschbaum	Wrestling	Non-paid

## Jr. High Non-Faculty Volunteer Coaches

Jeremy Jackson	Jr. High Baseball, Jr. High Football	non-paid
Jimmy Clyde McGullion	Jr. High Baseball	Non-paid
Justin Thomas	Jr. High Football	Non-paid
Jack Reames	Jr. High Football	Paid
David Bragg	Jr. High Football	Non-paid
Earl Blevins	Jr. High Football	Non-paid
Patrick Ferguson	Jr. High Football	Non-paid

Delorah Starkey	Jr. High Girls Basketball		Non-paid
Loranda Siler	Jr. High Girls Basketball	HC	Paid
Chris Payne	Jr. High Softball, Jr. High Basketball, Softball	HC	Paid
Makayla Dalton	Jr. High Softball		Non-paid
Haley Baker	Jr. High Softball		Non-paid
Ryli Renfro	Jr. High Softball		Non-paid

**Subject:** Add to Board Agenda

**From:** Heath Grider <hgrider@mctns.net>

**To:** Ruby Gamble <rgamble@mctns.net>

**Date:** Tuesday, 05/07/2024 10:08 AM

---

If possible I need 1 more name added to the board agenda:

Michael Daniels- Volunteer- High School Football- Non-paid

\* 2024-2025  
Non Fac-Vol

Thanks

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

A handwritten signature in black ink, appearing to be 'M D'.A large, bold, orange letter 'P' with a black outline, likely a school logo.

**Subject:** request

**From:** Teena Casseday <tcasseday@mctns.net>

**To:** Ruby Gamble <rgamble@mctns.net>

**Date:** Monday, 05/06/2024 10:29 AM

---

Requesting board approval:

\* Amanda Sullivan - assistant volleyball coach - non faculty volunteer. \* \* \*

2023-2024  
~~2024-2025~~  
\* Non-Fac. Volunteer

MC  
5.7.24

**Subject:** Re: Coaches for Approval  
**From:** Joshua Holtcamp <jholtcamp@mctns.net>  
**To:** Ruby Gamble <rgamble@mctns.net>  
**Date:** Tuesday, 04/16/2024 7:19 AM

---

Yes. Thank you!

**DR. JOSHUA G. HOLT CAMP**  
Principal  
Whitwell Middle School

423-858-5141  
www.whitwellmiddleschool.org



Home of the Children's Holocaust Memorial



On Tuesday 04/16/2024 at 7:02 am, Ruby Gamble wrote:

These are for ~~2024~~ 2025 correct?

**Ruby Gamble**  
*Executive Assistant to the Director of Schools*  
*Board Secretary*

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

On Monday 04/15/2024 at 5:05 pm, Josh Holtcamp wrote:

Please include both ~~Coby~~ Coby Davis and ~~Isaac~~ Isaac Youngblood to the next agenda.  
They will be volunteer non-paid coaches for football, if approved.

Thank you!  
Sent from my Dr. Holtcamp's iPhone

2024-2025

\* Non-Fac. Vol.



Jasper Middle School  
601 Elm Avenue,  
Jasper, TN 37347  
Principal: Dr. Heath Thacker  
Assistant Principal: Ms. Kasey Woodlee

## 2024 Football Schedule

Date	Opponent	Location	Time
Thursday August 15th	Silverdale	Away	6:00PM
Thursday August 22nd	Whitwell	Home	6:00PM
Thursday August 29th	South Pittsburg	Home	6:00PM
Thursday September 5th	Dayton City	Away	6:00PM
Thursday September 12th	Sequatchie County	Away	6:00PM
Thursday September 19th	Bledsoe County	Home	6:00PM
Thursday September 26th	Grundy County	Away	6:00PM
Thursday October 3rd	SVC Playoffs Semifinals	Home	TBD
Thursday October 10th	SVC Championships	TBD	TBD

Head Coach: Rob Minton  
Athletic Director: Kasey Woodlee





# MARION COUNTY SCHOOLS

## REQUEST FOR APPROVAL OF SCHOOL ORGANIZED TRIP FOR STUDENTS

### CHECK THE APPROPRIATE BOX

Field Trip     Athletic Trip     Overnight trip     School Journey     Other

Name of School So. Pittsburg High School    Date Submitted 4/23/24

Teacher Making the Request Tob McNabb    Position teacher

Teacher's Email Address t.mcnabb@mcitns.net    Class/Club 8<sup>th</sup> grade

# of Students Participating 55    # of Parent Chaperones \_\_\_\_\_    # of Teachers Chaperones 4

*Overnight request requires a copy of trip agenda attached.*

### METHOD OF TRANSPORTATION

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

### FIELD TRIP DESTINATION/TIME FRAME/PURPOSE

Destination Lake Winnepesaukee    Destination Phone Number 706-866-5681

Destination Address 1730 Lakeview Dr. Rossville, GA    City Rossville    State GA

Date(s) of Trip: May 10, 2024     One day     Overnight (how many days \_\_\_\_\_)

Time Schedule Requested: Leave School: 8:00 a.m.    Arrive Destination: 9:15 a.m.

Leave Destination: 1:30 pm    Return School: 2:45 pm

Educational purpose Students will budget money, read a map, and follow a schedule. Students will get enrichment from the amusement park.

Actual on site instructional time NA

What are you going to do with students not going? Students not going will stay with a seventh grade teacher.

### COST PER STUDENT

Travel \_\_\_\_\_    Lodging \_\_\_\_\_    Food \_\_\_\_\_

School Lunches \_\_\_\_\_    Entrance Fees / Tickets \_\_\_\_\_    Other \_\_\_\_\_

TOTAL COST PER STUDENT: \$ 30

Funding Source: \_\_\_\_\_

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

### SUBMIT REQUEST

Approve     Disapprove    Principal [Signature]    Date 4/24/24

Approve     Disapprove    Director of Schools \_\_\_\_\_    Date \_\_\_\_\_

Approve     Disapproved    Marion County Board of Education [Signature]    Date 4/29/24

Approved via Executive Order: [Signature]    Date 4-29-24



# MARION COUNTY SCHOOLS

## REQUEST FOR APPROVAL OF SCHOOL ORGANIZED TRIP FOR STUDENTS

### CHECK THE APPROPRIATE BOX

Field Trip     Athletic Trip     Overnight trip     School Journey     Other

Name of School WHS    Date Submitted 4.19.24  
Teacher Making the Request Haynes    Position Coach  
Teacher's Email Address Courtneyhaynes@mcms.net    Class/Club Volleyball  
# of Students Participating 1870    # of Parent Chaperones 1    # of Teachers Chaperones 2

Overnight request requires a copy of trip agenda attached.

### METHOD OF TRANSPORTATION

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

### FIELD TRIP DESTINATION/TIME FRAME/PURPOSE

Destination UTC volleyball team camp    Destination Phone Number 252-375-1298  
Destination Address 15 McCallie Ave    City Chattanooga    State TN  
Date(s) of Trip: 7/12-14     One day     Overnight (how many days 2)  
Time Schedule Requested:    Leave School: 3:00    Arrive Destination: 3:45  
   Leave Destination: 11:30    Return School: 12:15

Educational purpose To learn and acquire the knowledge and skills to better themselves in the game of volleyball!

Actual on site instructional time Fri: 4:00-8:00 / Sat: 8am-8:00 / Sun: 8:00-11:00

What are you going to do with students not going? \_\_\_\_\_

### COST PER STUDENT

Travel \_\_\_\_\_    Lodging included    Food included  
School Lunches \_\_\_\_\_    Entrance Fees / Tickets \_\_\_\_\_    Other \_\_\_\_\_  
TOTAL COST PER STUDENT: \$115.00    Funding Source: \_\_\_\_\_

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

### SUBMIT REQUEST

Approve     Disapprove    Principal [Signature]    Date 4/19/24  
 Approve     Disapprove    Director of Schools \_\_\_\_\_    Date \_\_\_\_\_  
 Approve     Disapproved    Marion County Board of Education \_\_\_\_\_  
Date \_\_\_\_\_

## **CHATTANOOGA VOLLEYBALL CAMPS | Team Camp 1 JV and Varsity**

The Team Camp is for JV and Varsity high school level teams that would like an opportunity to train together before the upcoming high school season. The camp will have some focus on position play, but will primarily be team play. Drills and sessions will be designed to help teams raise their level of play through team defense, serve receive, and offensive systems.

**CAMP DATES: JULY 12TH - 14TH**

## TEAM REGISTRATION

**Team Cost:** \$100 per coach  
Free coach for every 10 players

**4:00pm - 8:00pm, 8:00am - 8:00pm, 8:00am - 11:00am**

**COACHES - REGISTER TEAM HERE** (<https://register.ryzer.com/camp.cfm?id=262028&teamcamp=team>)

### COACHES - PLEASE NOTE:

You must register your team first.  
The next step is to then direct your players to the website to sign up.

## PLAYER REGISTRATION

### Girls Only

**Overnight Camper Cost:** \$264 - Includes lodging and meals  
(\$250 + \$14 Fee)

**Commuter Camper Cost:** \$211 - Includes lunch  
(\$200 + \$11 Fee)

*T-shirt Included*

**4:00pm - 8:00pm, 8:00am - 8:00pm, 8:00am - 11:00am**

**PLAYERS - REGISTER HERE** (<https://register.ryzer.com/camp.cfm?id=262028&teamcamp=player>)

### PLAYERS - PLEASE NOTE:

Your Coach must register your team before you can register. If your team does not appear in the "Team" drop-down during registration, your team has not yet registered.

***UTC employees \$10 discount, siblings \$10 discount on each registration.***

***Please reach out to the event staff for sibling, faculty and staff discounts. (Contact Information below)***

***Commuter: Does not stay on campus. Overnight Camper: Stays on campus.***

**LOCATION:** University of Tennessee at Chattanooga, Maclellan Gymnasium and the Aquatics and Recreation Center

**THINGS TO KNOW:**

- Participant insurance coverage will be primary coverage.
- Walk-up registration is accepted. Please call first for availability.
- All camp confirmations will be sent via email including all necessary information for check-in as well as the medical waiver form.
- Cancellations: A full refund, less a \$50 administrative processing fee, will be issued for any cancellation received at least two weeks prior to the start of the camps session. There will be no refunds for any cancellations within 14 days of camp. Refunds will be processed after the last camp session has ended.
- For refund requests or additional questions, please contact Kelvin Thomas at [jtorbett44@gmail.com](mailto:jtorbett44@gmail.com) (<mailto:jtorbett44@gmail.com>) or 252-375-1298.

**FOR MORE INFORMATION OR QUESTIONS PLEASE CONTACT:**

Director of Camp Operations - Kelvin Thomas  
252-375-1298 or [jtorbett44@gmail.com](mailto:jtorbett44@gmail.com) (<mailto:jtorbett44@gmail.com>)

*According to NCAA rules and regulations, all camps and clinics are open to any and all entrants regardless of skill/level (limited only by number, age, grade level, and/or gender).*

**COVID-19 CAMP STATEMENT**

*There are various risks associated with camp attendance and UTC will take all possible and reasonable measures to reduce the risks associated with COVID-19 including following all Federal, State, Local, and University Health and Safety Guidelines. It is not possible to eliminate all risks associated with COVID-19 and campers assume these risks by voluntarily choosing to participate in the camp. UTC personnel, camp staff or volunteers may not be held responsible for any damages associated with the camper's condition or the consequences thereof. The camper assumes responsibility for all associated COVID-19 risk, losses, and/or damages and effectively covenant not to sue or seek to impose liability on UTC or any camp personnel.*

Official Website of Chattanooga Volleyball Camps.

Website & Registration by Ryzer (<https://ryzer.com>). Member of Volleyball Camps USA (<https://www.volleyballcampsusa.com>).  
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# Whitwell High School & Whitwell Middle School : New York City Sample Itinerary

## 3 Days / 2 Nights

### Day 1

Group travels to New York City

#### LUNCH

##### Central Park:

Strawberry Fields  
Bethesda Terrace  
Belvedere Castle  
Delacorte Theatre

#### DINNER

Dinner at Gayle's Broadway Rose  
"Top of the Rock" & see Rockefeller Center  
Christmas Tree

### Day 2

#### BREAKFAST

##### Midtown Manhattan:

Rockefeller Center  
St. Patrick's Cathedral  
Radio City Music Hall Backstage  
Tour  
Chrysler Building  
Grand Central Station

#### LUNCH

Fifth Avenue Walk  
High Line  
Chelsea Market  
Greenwich Village  
Soho neighborhood

#### DINNER

Broadway show  
Post Performance Discussion-Pending  
Availability  
Group photo in Times Square

### Day 3

#### BREAKFAST

Lower Manhattan:  
Subway to Battery Park  
Ferry ride to Statue of Liberty &  
Ellis Island  
911 Memorial

#### LUNCH

Lunch in Little Italy  
Chinatown  
Brooklyn Bridge Walking tour if time  
Group departs for home

#### DINNER

**\*All meals included (except en route)**







# Whitwell High School & Whitwell Middle School : New York City Sample Itinerary

## 3 Days / 2 Nights

<b>Day 1</b> Group travels to New York City	<b>Day 2</b> <b>BREAKFAST</b> <u>Midtown Manhattan:</u> Rockefeller Center St. Patrick's Cathedral Radio City Music Hall Backstage Tour Chrysler Building Grand Central Station <b>LUNCH</b> Fifth Avenue Walk High Line Chelsea Market Greenwich Village Soho neighborhood <b>DINNER</b> Broadway show Post Performance Discussion-Pending Availability Group photo in Times Square	<b>Day 3</b> <b>BREAKFAST</b> <u>Lower Manhattan:</u> Subway to Battery Park Ferry ride to Statue of Liberty & Ellis Island 911 Memorial <b>LUNCH</b> Lunch in Little Italy Chinatown Brooklyn Bridge Walking tour if time Group departs for home <b>DINNER</b>
<b>LUNCH</b> <u>Central Park:</u> Strawberry Fields Bethesda Terrace Belvedere Castle Delacorte Theatre <b>DINNER</b> Dinner at Gayle's Broadway Rose "Top of the Rock" & see Rockefeller Center Christmas Tree		

\*All meals included (except en route)

2024 TSBA Recognition Awards

Student Recognition Award Nominees

Marion County High School – Erica Fulfer

South Pittsburg High School –Amya Todd

Whitwell High School – Macey Graham

School Volunteer Recognition Award Nominees

Jasper Elementary School – Ryan Carter

Marion County High School – Michelle Miller

South Pittsburg High School – Mary Katherine Dawkins

Whitwell High School – Nicole Thomas

Whitwell Middle School – Barry Cookston