

MARION COUNTY BOARD OF EDUCATION

January Regular Meeting

January 8, 2024

5:00 p.m.

AGENDA

I. MEETING CALLED TO ORDER

II. PLEDGE TO THE FLAG

III. PUBLIC COMMENT

IV. APPROVE BOARD AGENDA

V. APPROVE CONSENT AGENDA

A. Approve Minutes: Regular Meeting December 11, 2023

B. Financial Reports and Cash Flow Analysis for December 2023 *Amanda Weeks*

C. Budget Amendments: (1) General Purpose Fund 141 Amendment #7
Amanda Weeks **(2) Federal Projects Fund 142 Amendment #6**

D. Request Approval for Monteagle Elementary School to Form a Recreational Soccer Team *Dr. Griffith*

E. New Board Policy 1.500.1 "Conduct on School Property or at School Activities"
(1st Reading) *Dr. Griffith*

F. Approve Copier Contracts with Beeler Impression for Two Copiers at Jasper Elementary School *Dr. Griffith*

G. Approve Copier Contract with Beeler Impression for Two Copiers at the Marion County Board of Education *Dr. Griffith*

H. Request Approval to Pay Tri-Con, Inc. Application #14 and the Retainage Account for the New Jasper Middle School *Dr. Griffith*

I. Request Approval to Accept Batelle Grant for South Pittsburg High School for Science Equipment *Dr. Griffith*

J. Request Approval of School Calendars 2024-25 & 2025-26 *Becky Bigelow*

K. Request Approval of Services Agreement between Acutrans and Marion County Schools *Becky Bigelow*

L. Request Approval of Reality Works Quote for AG Programs at Marion County High School and Whitwell High School *Sherry Prince*

M. Request Approval of Quote from Tequipment Incorporated (TEQ) for Project Based Learning Materials and Equipment *Sherry Prince*

N. Request Approval of Future ISM Purchases for Whitwell High School from Komatsu *Sherry Prince*

O. Approve Field Trips:
Marion County High School – 35 Students to Pigeon Forge, TN, 2/29-3/3/24

P. Approve School Sports Schedules:
Whitwell Middle School – Volleyball

VI. OLD BUSINESS

A. Capital Projects

MARION COUNTY BOARD OF EDUCATION
December Regular Meeting
December 11, 2023
5:00 p.m.

MINUTES

The Marion County Board of Education met in Regular Session on December 11, 2023. Members present were Mr. Ryan Phillips, Mrs. Linda Hooper, Mr. Bo Nunley, Mrs. Donna Blansett, Mr. Nathan Billingsley 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 Mrs. Hooper, seconded by Mr. Nunley, unanimous.

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

CONSENT AGENDA:

- A. Approve Minutes: Regular Meeting November 13, 2023
- B. Financial Reports and Cash Flow Analysis for November 2023
- C. Budget Amendments: (1) General Purpose Fund 141 Amendment #6
- D. Request Approval of Audit Proposal for Internal School Funds 2023-2024
- E. Request Approval to Pay CSDG for Engineering Services
- F. Request Approval of Change Order #1 with McCloskey Mechanical Contractors, Inc. for Cooling Towers at Jasper Elementary School and Whitwell Elementary School (Approved by Executive Order 11/14/2023)
- G. Request Approval to Pay McCloskey Mechanical Contractors, Inc. Application #1 for Cooling Towers at Jasper Elementary School and Whitwell Elementary School
- H. Request Approval for Whitwell High School to Name the Walkway from the Parking Lot to the Gymnasium "Zensen Way"
- I. Request Approval to Pay Kaatz, Binkley, Jones, & Morris Architects, Inc. for Architectural Services
- J. Request Approval to Purchase Two Vehicles for the Maintenance Department
- K. Request Approval to Deem the 2005 Technology Cargo Van & the 2006 Maintenance Cargo Van Surplus Property
- L. Request Approval for the 2005 Technology Cargo Van & the 2006 Maintenance Cargo Van be Sold to the Marion County Sheriff's Department for Auction
- M. Request Approval of Bid from Signs Plus for the New Jasper Middle School LED Sign
- N. Request Approval to Purchase Vehicle for the Technology Department

- O. Request Approval for Whitwell High School to Name the Sidewalk from the Parking Lot to the Front of the Football Stadium “Evelyn Griffith Walkway”
- P. Request Approval of Proposal with JDH Company, Inc. for the Addition of Two Drains at Whitwell High School
- Q. Request Approval of Bid from Integrated Properties, LLC for South Pittsburg High School Theater Renovation
- R. Approve 2023-2024 Non-Faculty Volunteer Coaches:
 - Jasper Middle School – Cory Merrell (*Junior Pro Liaison*)
 - Jason Saylor (*Baseball*)
 - Marion County High School – Mike Minter (*Baseball*)
 - Leonard Woodlee (*Girls Basketball*)
 - Hannah Morrison (*Softball*)
 - Joe Waddell (*Wrestling*)
 - Whitwell High School – Thunder Roberts, Hudson Petty (*Football*)
- S. Approve School Sports Schedules:
 - Jasper Middle School – Volleyball
 - Monteagle Elementary School – Volleyball
 - Whitwell High School – Basketball, Wrestling
- T. Approve Field Trips:
 - Jasper Middle School – 90 Students to Pigeon Forge, TN, 5/10/24
 - Marion County High School – 40 Students to Huntsville, AL, 2/7/24
 - 38 Students to Nashville, TN, 2/8/24
 - Monteagle Elementary School – 65 Students to Tullahoma, TN, 12/19/23
 - 25 Students to Nashville, TN, 2/16/24
 - Whitwell Middle School – 19 Students to Knoxville, TN, 1/7/24

OLD BUSINESS

A. Capital Projects

Request Approval of Bid from Integrated Properties, LLC for South Pittsburg High School Theater Renovation – Dr. Griffith stated this request of approval is for complete renovation of the theater including removing the asbestos. The next renovation we would be looking at is the auditorium at Monteagle Elementary School. Mrs. Hooper asked if next year we could look at upgrading the lighting and sound system in the Whitwell High School auditorium. Dr. Griffith concurred. Dr. Griffith stated without the use of ESSER monies none of these projects would be possible. We were able to do upgrades at Whitwell High School. We were also able to do HVAC upgrades at Marion County High School and South Pittsburg High School. He added we will start doing walk through audits with Energy Systems Group (ESG) in all of the schools minus the new Jasper School, with a presentation to follow. Dr. Griffith asked the Board to consider some dates in February for a Board Retreat to work on the five-year plan and to upgrade the facility plans. Mrs. Blansett asked if all ESSER monies were obligated. Dr. Griffith concurred. Mr. Phillips asked what the total bid was for renovation. Dr. Griffith stated the total was six hundred seventy-seven thousand dollars. Mr. Phillips asked if that amount was different than the prior bid from OLG Engineering, Inc. Dr. Griffith agreed and stated the difference was the cost for the LED lighting.

Chairman Phillips expressed his concerns in regards to safety and felt we needed to work on securing the entrances at the two high schools before working on the renovation of the auditorium at South Pittsburg High School. Mr. Phillips asked if plans had been drawn to secure the entrances at Marion County High School and South Pittsburg High School. Dr. Griffith stated the fire marshal has approved the plans for South Pittsburg High School and that project is scheduled to be done during spring break. He added Marion County High School will be next on the list. It would be a quick fix if we went inside the interior, but during the transition Dr. Ziegler felt like we needed the open space with the amount of students in the building. Therefore, where the awning starts now, will be a holding area before entering the building. The architect and engineer will have to draw up the design for that project.

Mrs. Hooper asked how was it being handled at Whitwell High School with all the multiple entrances. She added there are doors going everywhere. Dr. Griffith stated after meeting with Homeland Security their recommendation was for it to be posted clearly that all visitors were to enter through the front door only.

Chairman Phillips asked Mrs. Hooper how much Whitwell High School raised to make the repairs in the auditorium. Mrs. Hooper stated twenty-eight thousand dollars at this time. She commended the students at Whitwell High School for the Lion King performance and their efforts involved. She added the sound system that was used is not designed for productions and they had to rent the lighting. The cost for lighting was five thousand dollars. The money raised was used for curtains, upgrades to the wiring and labor to paint part of the auditorium. The county provided the paint and more painting will be done this summer.

Chairman Phillips asked for a Motion to approve the Consent Agenda. Motion to Approve by Mrs. Blansett, seconded by Mr. Nunley, all members voted Aye except Mrs. Hooper who voted No.

Capital Projects- Dr. Griffith turned the meeting over to Project Manager, Randy Gilliam to update the Board on the new Jasper Middle School project. Mr. Gilliam stated the gas line project will start after the first of the year. The floor tile has been put down in the B-Wing. A lot of the gravel has also been put down. He added all projects seem to be on schedule for completion according to the timeline.

Mr. Phillips stated the next scheduled Board Meeting is Monday, January 8, 2024 at 5:00 p.m. All members agreed.

Mrs. Hooper wanted the Board to recognize the contribution that Ronlin & Lydia Foreman made to Whitwell High School by designing and creating the costumes for the production of the Lion King. She added a special thank you to Mrs. Shelley Castle and Mrs. Allison Payne for the countless hours devoted to the students preparing and performing this production. She also wanted to recognize Mr. Roger Payne, Music Director at Whitwell

Middle School for receiving a grant from the Community Foundation. The grant will allow for the purchase of 24 musical keyboards for a music classroom.

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

Ryan Phillips, Chairperson

Mark A. Griffith, Secretary

MARION COUNTY BOARD OF EDUCATION

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

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

Memorandum

To: School Board Members
Director of Schools

From: Amanda Weeks

Date: January 8, 2024

Subject: General Purpose Fund 141 Budget Amendment #7

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

The amendment moves funds within the Innovative School Models grant for additional Instructional Supplies and Materials. This amendment will not have to go to the Commission for approval.

I respectfully request approval of the proposed budget amendments 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 #7: Summary

January 2024

Account #	Description	Source	Uses	Net Cash Flow Adjustment	Yes/No Commission
1) 141-71300-429-VISJM	Instructional Supplies/Materials		11,250		No
141-71300-599-VISJM	Other Charges	3,000			
141-71300-730-VISJM	Vocational Equipment	8,250			
141-71300-429-VISSP	Instructional Supplies/Materials		11,250		
141-71300-599-VISSP	Other Charges	3,000			
141-71300-730-VISSP	Vocational Equipment	8,250			
141-71300-429-VISWM	Instructional Supplies/Materials		8,250		
141-71300-730-VISWM	In-service/Staff Development	8,250			
		<u>30,750</u>	<u>30,750</u>	<u>0</u>	

To amend the budget for revised needs in the Vocational Innovative School Models grant

TOTAL AMENDMENTS	<u>30,750 #</u>	<u>30,750 #</u>	<u>0</u>
------------------	-----------------	-----------------	----------

DESCRIPTION	FD	FCT	OBJ	JBI	CST	CTR	December		AMEND #7		ENTRY		NOTES	COMM
											DR/(CR)			
VOCED INNOVATIVE SCHOOL MODELS							XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX				
Teachers	141	71300	116		VISJM		0	0	0	0				
Guidance Counselors	141	71300	123		VISJM		0	0	0	0				
Clerical Personnel	141	71300	162		VISJM		0	0	0	0				
Social Security	141	71300	201		VISJM		0	0	0	0				
State Retirement	141	71300	204		VISJM		0	0	0	0				
Medicare	141	71300	212		VISJM		0	0	0	0				
Hybrid Retirement Stabilization	141	71300	217		VISJM		0	0	0	0				
Other Contracted Services	141	71300	399		VISJM		(2,500)	(2,500)	0	0				
Instructional Supplies/Materials	141	71300	429		VISJM		(2,100)	(13,350)	(11,250)	Adjusted based on revised needs				
Software	141	71300	471		VISJM		(91,795)	(91,795)	0	0				
Other Supplies and Materials	141	71300	499		VISJM		0	0	0	0				
Other Charges	141	71300	599		VISJM		(311,238)	(308,238)	3,000	Adjusted based on revised needs				0
Vocational Equipment	141	71300	730		VISJM		(76,668)	(68,418)	8,250	Adjusted based on revised needs				0
Other Equipment	141	72130	790		VISJM		0	0	0	0				
Clerical Personnel	141	72230	162		VISJM		0	0	0	0				
Other Salary and Wages	141	72230	189		VISJM		(7,280)	(7,280)	0	0				
Social Security	141	72230	201		VISJM		(452)	(452)	0	0				
State Retirement	141	72230	204		VISJM		(630)	(630)	0	0				
Medical Insurance	141	72230	207		VISJM		(1,850)	(1,850)	0	0				
Medicare	141	72230	212		VISJM		(105)	(105)	0	0				0
In-service/Staff Development	141	72230	524		VISJM		(2,882)	(2,882)	0	0				
Transportation-Other Contracted Svcs	141	72710	399		VISJM		(2,500)	(2,500)	0	0				0
Capital-Architect	141	76100	304		VISJM		0	0	0	0				
Capital-Other Contracted Services	141	76100	399		VISJM		0	0	0	0				
Capital-Building Construction	141	76100	706		VISJM		0	0	0	0				
Capital-Building Improvements	141	76100	707		VISJM		0	0	0	0				
Capital-Other Equipment	141	76100	790		VISJM		0	0	0	0				0

DESCRIPTION	FD	FCT	OBJ	JBI	CST	CTR	December		AMEND #7		ENTRY		NOTES	COMM
											DR/(CR)			
VOCED INNOVATIVE SCHOOL (CONT'D)							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		(12,100)	(23,350)	(11,250)	Adjusted based on revised needs				
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		(486,924)	(483,924)	3,000	Adjusted based on revised needs				0
Vocational Equipment	141	71300	730		VISSP		(165,802)	(157,552)	8,250	Adjusted based on revised needs				0
Other Equipment	141	72130	790		VISSP		(1,200)	(1,200)	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				
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				
Capital-Other Contracted Services	141	76100	399		VISSP		0	0	0	0				
Capital-Building Construction	141	76100	706		VISSP		(125,000)	(125,000)	0	0				
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	JBF	CST	CTR	December		AMEND #7		ENTRY		NOTES	COMM
											DR/(CR)			
Teachers	141	71300	116		VISWM		0	0	0	0	0			
Guidance Counselors	141	71300	123		VISWM		0	0	0	0	0			
Clerical Personnel	141	71300	162		VISWM		0	0	0	0	0			
Social Security	141	71300	201		VISWM		0	0	0	0	0			
State Retirement	141	71300	204		VISWM		0	0	0	0	0			
Medicare	141	71300	212		VISWM		0	0	0	0	0			
Hybrid Retirement Stabilization	141	71300	217		VISWM		0	0	0	0	0			
Other Contracted Services	141	71300	399		VISWM		(2,500)	(2,500)	0	0	0			
Instructional Supplies/Materials	141	71300	429		VISWM		(4,100)	(12,350)	(8,250)	Adjusted based on revised needs				
Software	141	71300	471		VISWM		(113,769)	(113,769)	0	0	0			
Other Supplies and Materials	141	71300	499		VISWM		0	0	0	0	0			
Other Charges	141	71300	599		VISWM		(284,272)	(284,272)	0	0	0			
Vocational Equipment	141	71300	730		VISWM		(78,968)	(70,718)	8,250	Adjusted based on revised needs				0
Other Equipment	141	72130	790		VISWM		0	0	0	0	0			0
Clerical Personnel	141	72230	162		VISWM		0	0	0	0	0			
Other Salary and Wages	141	72230	189		VISWM		(7,280)	(7,280)	0	0	0			
Social Security	141	72230	201		VISWM		(452)	(452)	0	0	0			
State Retirement	141	72230	204		VISWM		(630)	(630)	0	0	0			
Medical Insurance	141	72230	207		VISWM		(1,850)	(1,850)	0	0	0			
Medicare	141	72230	212		VISWM		(105)	(105)	0	0	0			
In-service/Staff Development	141	72230	524		VISWM		(3,574)	(3,574)	0	0	0			
Transportation-Other Contracted Svcs	141	72710	399		VISWM		(2,500)	(2,500)	0	0	0			
Capital-Other Contracted Services	141	76100	399		VISWM		0	0	0	0	0			
Capital-Other Equipment	141	76100	790		VISWM		0	0	0	0	0			

MARION COUNTY BOARD OF EDUCATION

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

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

Memorandum

To: School Board Members
Director of Schools

From: Amanda Weeks

Date: January 8, 2024

Subject: Federal Projects Fund 142 Amendment #6

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

The amendment is to move funds within CTE Perkins based on revised needs. The amendment does not have to be sent to the Commission. This amendment will have to be approved by the state.

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

Account Description	Sub Fund	Function/Obj	Cost Ctr	Amendment #2	January Amend #6	DR (CR)
Revenue	801	47131		86,215.91	86,215.91	0.00
Instructional Supplies	801	71300 429		28,470.00	31,470.00	(3,000.00)
Other Supplies	801	71300 499		6,500.00	6,500.00	0.00
Vocational Equipment	801	71300 730		27,979.00	22,179.00	5,800.00
Travel	801	72130 355		5,000.00	5,000.00	0.00
Other Contracted Services	801	72130 399		5,500.00	5,500.00	0.00
Inservice/Staff Dev	801	72130 524		11,000.00	13,800.00	(2,800.00)
Indirect Cost	801	99100 504		1,766.91	1,766.91	0.00
				86,215.91	86,215.91	0.00
				0.00	0.00	0.00

Subject: MES Soccer Program

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

To: Mark Griffith <mgriffith@mctns.net>

Cc: Ruby Gamble <rgamble@mctns.net>

Date: Tuesday, 12/19/2023 3:02 PM

Dr. Griffith,

I had the pleasure of meeting with Joey DiMarco and his interest in beginning a girls' soccer program, normally running from the third week in August through October. I provided Mr. DiMarco with a non-faculty coaching packet provided by Mrs. Tate and explained that the step would need to be completed and board-approved before moving forward.

We are working on locations for practice and playing fields that we do not hesitate to be an issue.

Would we fall under TSSAA, or is there an option to be independent? If this is an option, my concern about being independent is the liability piece.

I know the board meeting is scheduled for Jan. 8 at 5. What would be our next step to start the program other than the background check for Mr. DiMarco?

I hope you and your family have a blessed holiday!

Sincerely,



Approved for
board agenda for
an MES Rec Soccer
team.
MG
12-20-23

CONFIDENTIALITY NOTICE

The information in this e-mail message is legally privileged and confidential and is intended only for the use of the addressee. If you are not the intended recipient, please be aware that any dissemination, distribution, or copy of this e-mail is prohibited. If you have received this e-mail in error, please immediately notify us by reply e-mail and delete this message and any attachments. Please also advise us immediately if you or your employer do not consent to receive Internet e-mail for confidential messages of this kind. Thank you.

Marion County Board of Education

Monitoring:

Descriptor Term:

Descriptor Code:

Issued Date:

**Review:
Annually,
in April**

Conduct on School Property or at School Activities

1.500.1

1/8/24

Rescinds:

Issued:

The school district hosts or participates in many curricular and extracurricular activities attended by parents and the general public. These include, for example but not by way of limitation, interscholastic athletic contests, proms and other social events, dramatic or musical performances, field trips, fund-raisers and meetings for parents, patrons and the public and are referred to herein as "events". Events occur on school district property as well as at other locations or on property (such as school vehicles) leased or licensed to the school district for a particular purpose, all such property being referred herein to as "school district owned or controlled property." Groups and members of the public also use school district owned or controlled property under the district's facilities use policy.

All persons using or appearing at events conducted upon school district owned or controlled property will observe, at a minimum, those standards of behavior and conduct expected of school district staff and students. Specifically, whether they appear as users, participants or observers of an event, such persons shall not:

1. Obstruct, disrupt or interfere with, or threaten to obstruct disrupt or interfere with, teaching, research, service, administration, control, discipline, coaching, officiating or any other district operations sponsored or approved by the district;
2. Physically abuse or threaten to harm any persons or school district owned or controlled property;
3. Damage or threaten to damage school district owned or controlled property of the school district, regardless of location, or property leased or licensed in connection with an event or property of a member of the community when such property is located on district property;
4. Force or make unauthorized entry to school district owned or controlled property, or occupy district facilities, including both buildings and grounds;
5. Use, possess, distribute or sell drugs, other controlled substances, alcohol or other illegal contraband on or in school district owned or controlled property, at district or school-sponsored functions or while using or being in any district vehicle. For purposes of this policy, "controlled substances" means drugs identified and regulated under federal law, including but not limited to marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines (including methamphetamine). (Persons known to be under the influence of alcohol or a controlled substance shall not be permitted to enter school district owned or controlled property, or school sponsored activities or events.)
6. Distribute, manufacture or sell controlled substances or possess controlled substances with intent to distribute them within 1,000 feet of the perimeter of school grounds.
7. Enter District buildings or grounds under the influence of alcohol or a controlled substance.

8. Unlawfully use any tobacco product.

9. Possess a concealed or dangerous weapon, on school district owned or controlled property. For the purpose of this policy, "deadly weapons" means:

a. a firearm, whether loaded or unloaded;

b. a fixed blade knife with a blade that exceeds three inches in length;

c. a spring-loaded knife or pocket knife with a blade exceeding three and one-half inches in length; or

d. any object, device, instrument, material, or substance, whether animate or inanimate, that is used or intended to be used to inflict death or serious bodily injury including, but not limited to, a BB gun, a slingshot, bludgeon, nunchucks, brass knuckles or artificial knuckles of any kind..

10. Use profanity or verbally abusive language.

11. Engage in any conduct constituting a breach of any federal, state or city law or duly adopted policy and/or regulation of the Board.

Persons determined by the director of schools, his/her designee or the principal, or his or her designee of a host school to be in violation of this policy may be instructed to leave the school district owned or controlled property.

Where repeated violations occur or where a person threatens or appears likely to violate this policy in the future, the director of schools or his/her designee or the principal of a host school may ban or restrict the person's access to events and to the use of school district owned or controlled property. The principal of a host school's authority, however, shall extend only to events and school district owned or controlled property of his/her school.

In appropriate cases, persons violating this policy may be referred to law enforcement authorities for criminal prosecution.

Legal Reference:

1. Student and Employee Safe Environment Act of 1996 ; TCA 49-6-4011, et. al.



Order Contract

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

Customer Name	Marion Co BOE/ Jasper Elementary	Customer Number		Date	12/12/2023
Contact Name & Phone Number	Nicole Jones 423-942-2110		Purchase Order #		
Installation Address (if different from billing address)	495 Warrior Drive Jasper, TN 37347				

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

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

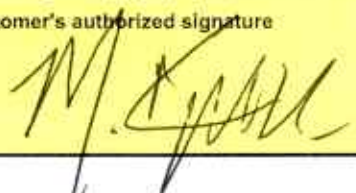
Sales tax exemption/ resale cert (if applicable)
 Lease request (for leasing only)

<input type="checkbox"/> Purchase, subject to Beeler's normal credit terms:	<input type="checkbox"/> Lease (must complete lease request)
<input type="checkbox"/> Rental, subject to the following terms:	<input checked="" type="checkbox"/> Cost-per-copy rental, subject to the following terms:
<u>Open</u> months at \$ _____ per month	\$ <u>.012</u> per copy for <u>Open</u> months, billed monthly
Other:	Other: Bill monthly for copies/prints used at .012. This contract renews each year on July 1st

Item Number	Description	Quantity	Unit Price	Extended Amount
IM8000	Ricoh Copier 418786	2		
418178	SR 4150 Finisher	2		
418332	Hole Punch	2		
TBF20C-1121	Power Conditioner	2		

[continue on back if necessary]

Customer's authorized signature



Total from reverse side	
Delivery Installation Training	
Subtotal	
Sales tax, if applicable	
Total	



Order Contract

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

Customer Name	Marion Co BOE/ Jasper Elementary	Customer Number		Date	12/12/2023
Contact Name & Phone Number	Nicole Jones 423-942-2110		Purchase Order #		
Installation Address (if different from billing address)	495 Warrior Drive Jasper, TN 37347				

Must be completed prior to release of order:

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

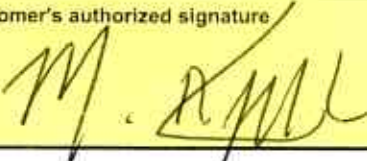
Sales tax exemption/ resale cert (if applicable)
 Lease request (for leasing only)

<input type="checkbox"/> Purchase, subject to Beeler's normal credit terms.	<input type="checkbox"/> Lease (must complete lease request)
<input checked="" type="checkbox"/> Rental, subject to the following terms: <u>60</u> months at \$ <u>153.30</u> per month	<input type="checkbox"/> Cost-per-copy rental, subject to the following terms: \$ <u>.008</u> per copy for <u>60</u> months, billed monthly
Other:	Other: Bill monthly for copies/prints used at .008 for b/w and .052 for color. This contract renews each year on July 1st

Item Number	Description	Quantity	Unit Price	Extended Amount
IMC3010	Ricoh Color Copier	1		
419423	Fax Option	1		
52721	Cabinet	1		
SS-15TN	Power Conditioner	1		
419383	1 Bin Tray	1		

[continue on back if necessary]

Customer's authorized signature



Total from reverse side	
Delivery Installation Training	
Subtotal	
Sales tax, if applicable	
Total	



Order Contract

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

Customer Name Marion County BOE	Customer Number	Date 12/15/2023
Contact Name & Phone Number Amanda 423-942-3434	Purchase Order #	
Installation Address (if different from billing address) 204 Betsy Pack Drive Jasper, TN 37347		

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

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

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

<input type="checkbox"/> Purchase, subject to Beeler's normal credit terms.	<input type="checkbox"/> Lease (must complete lease request)
<input checked="" type="checkbox"/> Rental, subject to the following terms: <u>60</u> months at \$ <u>810.31</u> per month	<input type="checkbox"/> Cost-per-copy rental, subject to the following terms: \$ <u>.008</u> per copy for <u>60</u> months, billed monthly
Other:	Other: Bill monthly for copies/prints used .008 b/w and .054 for color. This Contract renews each year on July 1st of each year.

Item Number	Description	Quantity	Unit Price	Extended Amount
IMC 6010	Ricoh Color Copiers	2		
419374	LCIT	2		
419383	1 Bin Tray	2		
419332	Finisher	2		
419381	Bridge unit	2		
419438	Punch Unit	2		
419423	Fax Option	2		
IMC 4510	Ricoh Color Copier	1		
52721	Cabinet	1		
.....	Use existing Power Conditioner			

[continue on back if necessary]

Customer's authorized signature

Total from reverse side	
Delivery Installation Training	
Subtotal	
Sales tax, if applicable	
Total	

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

December 11, 2023

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

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

Dear Mr. Griffith:

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

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

Therefore, we recommend payment of \$1,270,878.48 to Tri-Con, Inc., and \$66,888.34 to the retainage account. This brings the total paid to Tri-Con, Inc. to date to \$21,536,821.14 and the total of the retainage account to \$1,133,516.90.

Thank you,



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

Enclosures

(1) Tri-Con, Inc. Pay Request

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: Jason Morris, KBJM Architects

PROJECT: Jasper Middle School

1008 Charlie Daniels Pl
Mt Juliet, TN 37122

15 Hwy 150 Jasper, TN 37347

FROM: Tricon, Inc.

2040 N. Ocoee St.
Cleveland, TN 37311

APPLICATION NO: 14

PERIOD TO: 11/30/2023

CONTRACT FOR: General Construction

CONTRACT DATE: 8/31/2022

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

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

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

GENERAL CONTRACTOR:

By: 

Date: 11/30/23

1. ORIGINAL CONTRACT SUM..... \$32,649,000.00
2. Net change by Change Orders..... (\$696,507.00)
3. CONTRACT SUM TO DATE (Line 1+2)..... \$31,952,493.00
4. TOTAL COMPLETED & STORED TO DATE..... \$22,670,338.04
5. RETAINAGE: (Column G on G703)
 - a. 5 % of Completed Work..... \$1,133,516.90 (Column D+E on G703)
 - b. 5 % of Stored Material..... \$0.00 (Column F on G703)
- Total Retainage (Line 5a+5b or Total in Column I of G703)..... \$1,133,516.90
6. TOTAL EARNED LESS RETAINAGE..... \$21,536,821.14 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 minus prior Certificates)..... \$20,265,942.66
8. CURRENT PAYMENT DUE..... \$1,270,878.48
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$10,415,671.86 (Line 3 Less Line 6)



AMOUNT CERTIFIED..... \$1,270,878.48

ARCHITECT: 

Date: 12/11/23

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

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: 14
 APPLICATION DATE: 12/01/23
 PERIOD TO: 11/30/23

PAGE OF PAGES

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
1	General Conditions	\$1,000,000.00	\$540,000.00	\$50,000.00	\$0.00	\$590,000.00	59.0%	\$410,000.00	\$29,500.00	
2	Mobilization	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	100.0%	\$0.00	\$7,500.00	
3	Concrete	\$1,900,000.00	\$1,615,000.00	\$95,000.00	\$0.00	\$1,710,000.00	90.0%	\$190,000.00	\$85,500.00	
4	Masonry	\$4,690,000.00	\$3,752,000.00	\$234,500.00	\$0.00	\$3,986,500.00	85.0%	\$703,500.00	\$199,325.00	
5	Metals	\$2,603,000.00	\$2,576,970.00	\$0.00	\$0.00	\$2,576,970.00	99.0%	\$26,030.00	\$128,848.50	
6	Rough Carpentry	\$60,000.00	\$57,000.00	\$2,400.00	\$0.00	\$59,400.00	99.0%	\$600.00	\$2,970.00	
7	Roofing and Thermal	\$1,407,000.00	\$1,266,300.00	\$78,140.00	\$0.00	\$1,294,440.00	92.0%	\$112,560.00	\$64,722.00	
8	Doors and Hardware	\$823,000.00	\$329,200.00	\$82,300.00	\$0.00	\$411,500.00	50.0%	\$411,500.00	\$20,575.00	
9	Storefront Systems	\$230,000.00	\$172,500.00	\$29,900.00	\$0.00	\$202,400.00	88.0%	\$27,600.00	\$10,120.00	
10	Gyp Assemblies	\$320,000.00	\$240,000.00	\$32,000.00	\$0.00	\$272,000.00	85.0%	\$48,000.00	\$13,600.00	
11	Acoustical Ceilings	\$400,000.00	\$140,000.00	\$0.00	\$0.00	\$140,000.00	35.0%	\$260,000.00	\$7,000.00	
12	Flooring	\$620,000.00	\$31,000.00	\$31,000.00	\$0.00	\$62,000.00	10.0%	\$558,000.00	\$3,100.00	
13	Paint	\$284,000.00	\$127,800.00	\$28,400.00	\$0.00	\$156,200.00	55.0%	\$127,800.00	\$7,810.00	
14	Specialties	\$537,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$537,000.00	\$0.00	
15	Food Service Equipment	\$942,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$942,000.00	\$0.00	
16	Gym and Stage Equipment	\$156,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$156,000.00	\$0.00	
17	Casework and Library Furniture	\$601,000.00	\$240,400.00	\$60,100.00	\$0.00	\$300,500.00	50.0%	\$300,500.00	\$15,025.00	
18	Bleachers and Auditorium Seating	\$300,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	5.0%	\$285,000.00	\$750.00	
19	Fire Suppression System	\$562,000.00	\$494,560.00	\$11,240.00	\$0.00	\$505,800.00	90.0%	\$56,200.00	\$25,290.00	
20	Plumbing System	\$1,520,000.00	\$1,292,000.00	\$91,200.00	\$0.00	\$1,383,200.00	91.0%	\$136,800.00	\$69,160.00	
21	HVAC System	\$2,070,000.00	\$1,656,000.00	\$103,500.00	\$0.00	\$1,759,500.00	85.0%	\$310,500.00	\$87,975.00	
22	Electrical System	\$2,800,000.00	\$1,960,000.00	\$140,000.00	\$0.00	\$2,100,000.00	75.0%	\$700,000.00	\$105,000.00	
23	Earthwork and Storm System	\$2,060,000.00	\$1,957,000.00	\$41,200.00	\$0.00	\$1,998,200.00	97.0%	\$61,800.00	\$99,910.00	
24	Asphalt Paving	\$762,000.00	\$0.00	\$152,400.00	\$0.00	\$152,400.00	20.0%	\$609,600.00	\$7,620.00	
25	Landscaping and Fencing	\$154,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$154,000.00	\$0.00	
26	Site Utilities	\$320,000.00	\$316,800.00	\$0.00	\$0.00	\$316,800.00	99.0%	\$3,200.00	\$15,840.00	
Allowances										
27	Testing: Engineered Earth Fill	\$ 75,000.00	\$24,750.00	\$0.00	\$0.00	\$24,750.00	33.0%	\$50,250.00	\$1,237.50	
28	Testing: Concrete and Asphalt Paving	\$ 75,000.00	\$33,000.00	\$0.00	\$0.00	\$33,000.00	44.0%	\$42,000.00	\$1,650.00	
29	Testing: Structural	\$ 75,000.00	\$10,500.00	\$0.00	\$0.00	\$10,500.00	14.0%	\$64,500.00	\$525.00	
30	Discretionary Fund	\$ 756,465.86	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$756,465.86	\$0.00	
	ASI 01 - VE Items	\$ (81,000.00)	-\$81,000.00	\$0.00	\$0.00	-\$81,000.00	100.0%	\$0.00	(\$4,050.00)	
	ASI 05 - COR 03 and 04	\$ 87,027.00	\$39,162.15	\$0.00	\$0.00	\$39,162.15	45.0%	\$47,864.85	\$1,958.11	
	ASI 08 - COR 06, 07, and 08	\$ 23,862.00	\$23,862.00	\$0.00	\$0.00	\$23,862.00	100.0%	\$0.00	\$1,193.10	

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

{PROJECT: Jasper Middle School}

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

NOW THEREFORE, for and in consideration of the payment made by the Owner to Tri-Con, Inc. the sum of \$1,270,878.48, 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 30 of Nov, 2023.

Contractor Name

[Signature]

Sworn to and subscribed before me this 30th day of November 2023

[Signature]
Notary Public

My Commission Expires: 11-28-24



**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 \$1,471,269.94 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 30 of Nov, 2023.

Contractor Name

[Signature]

Sworn to and subscribed before me this 30th day of November, 2023

[Signature]
Notary Public

My Commission Expires: 11.28.24



Subject: Fwd: Update: Your STEM Classroom Grant Application

From: Mark Griffith <mgriffith@mctns.net>

To: Ruby Gamble <rgamble@mctns.net>

Date: Wednesday, 01/03/2024 2:45 PM

--- Original message ---

Subject: Fwd: Update: Your STEM Classroom Grant Application

From: Paige Hill <phill@mctns.net>

To: Mark Griffith <mgriffith@mctns.net>, Amanda Weeks <aweeks@mctns.net>

Date: Wednesday, 01/03/2024 2:03 PM

Here is info about the Battelle Grant we have been awarded for our school. It is NOT a grant matching grant. We have been awarded \$1500 for science equipment.

Thanks,

Paige Hill
Principal
South Pittsburg High School

--- Original message ---

Subject: Fwd: Update: Your STEM Classroom Grant Application

From: Stephanie Lewis <lewissphs@gmail.com>

To: Paige Hill <phill@mctns.net>

Date: Wednesday, 01/03/2024 12:23 PM

Battelle grant

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

From: **Battelle Education** <reply-to+54da3639-ed5d-42a8-b3ee-42a48d78f178@email.submittable.com>


Date: Fri, Nov 17, 2023 at 11:15 AM

Subject: Update: Your STEM Classroom Grant Application

To: <lewissphs@gmail.com>

Submittable 

Dear Stephanie Lewis,

 Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom Grants, sponsored by TVA and BVI. This year we received almost 700 applications requesting over \$2.9 Million in funding! We are *thrilled* to see so many

educators committed to expanding STEM opportunities for their students.

We are happy to inform you that your grant proposal for **has** been selected for funding! Congratulations! (If you submitted multiple proposals, you will receive a notification for each. You may log into your account at Submittable.com for the status on all of your applications and to download copies.)

Please carefully read all of the following regarding next steps so we can get the funds to you as quickly as possible:

1. A formal announcement and press release will be issued on **NOVEMBER 27, 2023** from Battelle Education, TVA, and BVI, at which time the full list of funded projects will be made available on our websites. We know it's exciting, but please refrain from tweeting or posting on social media just yet – we would like to make the announcement all at the same time!

2. Please upload a completed W9 for your district (or private school) via Submittable by December 15, 2023. Please look in your Submittable account for the upload form, which has been shared with you.

- All checks for public schools will be mailed to the school system/district office with a letter explaining what amount is for what school and your contact information in case they have questions. Checks will not be mailed directly to schools unless it is a private school not associated with a District.
- There must be an organization name on line 1 of the W9 and it must be the LEGAL NAME registered to the EIN number listed in Part I of the form. If it is not the legal name on file with the IRS, it will get kicked back by our system and delay your payment.
- The W9 form must have been signed and dated within the last 12 months.
- Please call your bookkeeper or finance office for assistance with the W9. Battelle Education is unable to assist with W9 forms.

3. Once we receive your W9, it will be submitted for payment within 10 business days. After that, your check will be mailed within approximately 45 calendar days. If your district office has not received your payment within 60 days of submitting your W9, please contact us. Checks will be mailed from the Battelle Education/TSIN office in Nashville. PLEASE CONTACT YOUR DISTRICT OFFICE PRIOR TO REACHING OUT TO BATTELLE.

4. Please be on the lookout for an email or a phone call from a TVA representative regarding your award. The TVA, BVI, and Battelle Education are very excited about your project, and we would like to connect with some of the winners for photographs and other media opportunities to celebrate your achievements!

(We are not able to connect with all winners for media opportunities, but will reach out to as many as we can.)

5. A few other things to remember:

- All funds must be spent by June 1, 2024 and must be spent in the manner outlined in your grant proposal. (If you need to make a change, please visit www.tsin.org/classroom-grants for information on how to submit a change request.)
- Funds must be spent in the manner outlined in your grant proposal.
- Everything purchased with the grant funds is to become property of the school/organization and must stay with the school/organization if you were to depart.
- A report on all expenses is due on or before June 30, 2024. That report must be filed via your Submittable account where you applied for the grant.
- View our FAQ online for more:
<https://www.tsin.org/classroom-grants>

If you have any questions, please do not hesitate to reach out.

Congratulations! We are excited to see your proposed grant project become a reality!

Sincerely,

The TSIN Team

tsin@battelle.org

REPLY

VIEW SUBMISSION

Submission ID: 43950274

Sent by [Submittable](#).

101 E Front St Suite 501, Missoula, MT 59802

[Help Center](#) | [Terms and Conditions](#) | [Contact Us](#)

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: January 3, 2024
RE: School Calendars 2024-25 & 2025-26

Attached are the proposed school calendars resulting from a majority vote of all teachers for school calendars for 2024-25 and 2025-26 for which board approval is sought. The Calendar Committee, composed of one teacher from each school and a MCEA representative, created the calendars and each teacher voted.

2024-2025 SCHOOL CALENDAR

AUGUST 2024						
S	M	T	W	T	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 #1
- 5 Registration
- 6 Staff Dev. #1
- 7 Students Return

20 Days

SEPTEMBER 2024						
S	M	T	W	T	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

20 Days

OCTOBER 2024						
S	M	T	W	T	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
- Fall Break 14 - 18
- 21 Staff Dev. #2

18 Days

NOVEMBER 2024						
S	M	T	W	T	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
- Thanksgiving Break 25 - 29

15 Days

DECEMBER 2024						
S	M	T	W	T	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				

- Abbreviated Day & End of 2nd 9 Weeks
- Christmas Break 12/23thru 1/2

15 Days

JANUARY 2025						
S	M	T	W	T	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	

- 3 In-service #3
- 6 In-service #4
- 7 Students Return
- 20 M. L. King Day

18 Days

FEBRUARY 2025						
S	M	T	W	T	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	

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

19 Days

MARCH 2025						
S	M	T	W	T	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					

- 7 End of 3rd 9 Weeks
- Spring Break 24 - 28

16 Days

APRIL 2025						
S	M	T	W	T	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			

- 18 Good Friday

21 Days

MAY 2025						
S	M	T	W	T	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

- 23 Staff Dev. #4
- 24 Last Day of School/ Report Cards

18 Days

In-Service

Staff Development Days

Holidays

1st Semester 88 Days

2nd Semester 92 Days

○ End of 9 wks

◻ Abbreviated Day

2025-2026 SCHOOL CALENDAR

AUGUST 2025						
S	M	T	W	T	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 2025						
S	M	T	W	T	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				
OCTOBER 2025						
S	M	T	W	T	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 2025						
S	M	T	W	T	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 2025						
S	M	T	W	T	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
- 4 In-service #2
- 5 Registration
- 6 Staff Dev. #1
- 7 Students Return
- 19 Days**
- 1 Labor Day
- 21 Days**
- 3 End of 1st 9 Wks
- 13-17 Fall Break
- 20 Staff Dev. #2
- 18 Days**
- 11 Veteran's Day
- Thanksgiving 24-28
- 14 Days**
- 22 Abbreviated Day & End of 1st Semester
- Christmas Break Dec 23 - Jan 1
- 16 Days**

JANUARY 2026						
S	M	T	W	T	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
FEBRUARY 2026						
S	M	T	W	T	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
MARCH 2026						
S	M	T	W	T	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				
APRIL 2026						
S	M	T	W	T	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		
MAY 2026						
S	M	T	W	T	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						

- 2 In-service #3
- 5 In-service #4
- 6 Students Return
- 19 M. L. King Day
- 18 Days**
- 16 President's Day
- 19 Days**
- 6 End of 3rd 9 Wks
- 9 Staff Dev. #3
- Mar 30-Apr 3 Spring Break
- 20 Days**
- 3 Good Friday
- 19 Days**
- 21 Staff Dev. #4
- 22 Last Day of School/ Report Cards
- 16 Days**

In-Service

Staff Development Days

Holidays

88 1st Semester Days
 92 2nd Semester Days
 ○ End of 9 wks
 ◻ Abbreviated Day

Subject: Totals for Calendars

From: Paige Long <plong@mctns.net>

To: Becky Bigelow <bbigelow@mctns.net>

Date: Monday, 12/18/2023 4:36 AM

Good morning! Below is a total of votes by school and by calendar. Option 1 calendar won for both years. I will bring the original ballots back to you today or tomorrow for safe keeping. If you need anything else, just let me know. By the way, you are doing a great job!!

Thanks

Paige

Totals for the calendar votes

	2024-2025				2025-2026		
School	Option 1	Option 2	Option 3		Option 1	Option 2	Option 3
MCHS	2	17	2		0	21	1
SPHS/SPA	14	2	0		11	5	0
WHS	21	4	0		3	22	0
	37	23	2		14	48	1
JMS	23	1	4		23	3	2
WMS	12	3	1		9	7	0
	35	4	5		32	10	2
JES	23	3	3		18	5	6
MES	18	0	0		12	5	1
WES	25	8	2		26	9	0
SPES	15	17	0		9	23	0
	81	28	5		65	42	7
CPA/CO	7	4	2		5	4	4
Totals	160	59	14		116	104	14

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: January 3, 2024
RE: Request Approval for Agreement with Acutrans

Attached is an agreement with Acutrans for interpreter services. Interpreter services are needed and used for parents to have meaningful participation in school meetings concerning their child(ren), such as IEP meetings. Services are invoiced on an as needed basis.



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**"), dated December 07, 2023, (the "**Effective Date**"), is entered into by and between **Accurate Translation Bureau, Inc. dba Acutrans ("Acutrans")**, and **Marion County Schools ("Corporation")**. Acutrans and Corporation may each be referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Acutrans is engaged in providing language communication services ("**Acutrans Services**"); and

WHEREAS, Corporation wishes to retain Acutrans for purposes of providing language translation services in connection with Corporation's business.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties and the mutual benefits to be gained by the performance thereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

ARTICLE 1 OBLIGATIONS OF ACUTRANS

Section 1.1 Services. Acutrans and its Personnel (hereinafter defined) shall provide to Corporation Acutrans Services and associated deliverables as described in Exhibit A of this Agreement, which Exhibit may be revised from time to time by the addition of one or more Statement(s) of Work (each, an "**SOW**") executed by the Parties. Each SOW shall specify the acceptance criteria (if any) associated with the deliverables, payment terms, personnel providing the Services, the dates on which Services will be provided and any other applicable information. All Services shall be provided pursuant to a mutually acceptable timetable. Execution of this Agreement does not obligate the Parties to enter into a SOW. Any and all changes to SOWs must be agreed upon in writing by the Parties.

Section 1.2 Qualifications. Acutrans shall at all times keep and maintain any and all licenses and permits necessary to operate its business and provide the Acutrans Services. All Acutrans Personnel will have the relevant experience and certifications required to properly perform required services.

Section 1.3 Limitation on Use of Corporation Services. Acutrans agrees not to use any of Corporation's confidential information for any purpose other than the performance of Acutran's Services hereunder.

Section 1.4 Compliance.

(a) Acutrans and its Personnel shall discharge its duties and obligations under this Agreement in accordance with applicable laws and regulations and will meet or exceed industry standards. Notwithstanding any unanticipated effect of any provision of this Agreement, no Party will conduct its services in such a manner as to violate the prohibitions against fraud and abuse in connection with the Medicare and Medicaid programs.

(b) Acutrans and its Personnel shall comply with all applicable federal, state and local laws and regulations.

- (c) For Corporation's information, Acutrans offers equal opportunity for employment and advancement to all applicants and employees. Acutrans does not discriminate in any of its policies, programs, or practices on the basis of race, color, sex, age, religion, disability, handicap, national origin, ancestry, sexual orientation, marital status, parental status, military status, veteran or military discharge status, source of income, housing status, or any other status protected by applicable law.

Section 1.5 Reporting. Acutrans shall regularly report to Corporation regarding the performance of its duties and obligations under this Agreement. Acutrans shall keep up to date and complete records of time allocated to its performance of Acutrans's services and report on all Service Level Agreements and Key Performance Indicators as agreed in writing.

Section 1.6 Personnel. Acutrans represents and warrants to Corporation that Acutrans has screened all personnel assigned to provide Acutrans Services pursuant to this Agreement (the "Personnel") in accordance with the standards including, as applicable, a criminal background check, drug screening and/or immunizations. Acutrans shall not assign any person that does not meet standards.

- (a) Acutrans represents that its owners, officers and its Personnel: (i) have not been excluded, suspended or terminated from (or proposed for such exclusion, suspension or termination from) or charged with or convicted of a criminal offense relating to the Medicare or Medicaid Program or any other federal or state procurement or non-procurement program; or (ii) listed as a specially designated national or blocked person by the U.S. Office of Foreign Assets Control. Acutrans agrees to immediately notify Corporation if the preceding representations are no longer fully true.
- (b) Acutrans shall assign sufficient and qualified Personnel to provide the Acutrans Services, complete its responsibilities and obligations hereunder and to provide the deliverables in accordance with the specifications, standards and milestones defined on Exhibit A, including, as applicable, designing and implementing any deliverables and training Corporation in the use of the deliverables and Acutrans Services. All Personnel assigned by Acutrans to perform Acutrans Services under this Agreement shall be reasonably acceptable to Corporation. Except as otherwise agreed by Corporation, Acutrans shall maintain the continuity of Personnel assigned to Corporation. Upon request by Corporation, Acutrans may remove and replace any employee, agent or subcontractor that is reasonably determined by Corporation to be unacceptable.
- (c) Acutrans subcontractors supplying any Acutrans Services related to this Agreement will be legally bound to the terms of this Agreement, that each subcontractor shall meet all applicable qualifications and obligations of Corporation under this Agreement. Acutrans shall be solely responsible for compensating its subcontractors.

Section 1.7 Representations.

- (a) Quality. Acutrans represents and warrants that the Acutrans Services performed under this Agreement shall be performed in a timely, competent and professional manner by individuals of appropriate training and expertise, in accordance with all applicable laws and regulations, and will meet or exceed industry standards. Acutrans further represents that all equipment and other tangible property and software provided under this arrangement, if any, shall be suitable for its intended purpose, and be without material defect.

- (b) Warranty of Title. Acutrans represents that it has and shall maintain full authority to deliver all deliverables hereunder to Corporation including the right, as applicable, to license and/or sublicense the deliverables and other items provided to Corporation hereunder.
- (c) Infringement. Acutrans represents that all products and materials developed by or provided by Acutrans for Corporation pursuant to this Agreement, if any, including but not limited to software, documentation, programs and any and all other source information, do not and will not infringe any patent, copyright, trade secret or other proprietary right of any third party; and Acutrans has full title, or the right to use all portions of any products and materials to be developed for or provided to Corporation under this Agreement, if any, all free from any liens, security interests or other encumbrances or restrictions upon transfer.
- (d) Virus. Acutrans further represents that nothing delivered by Acutrans to Corporation shall contain any protection feature, calendar-related kill codes, Trojan horse, bug collection device or "back door" designed to prevent use of Corporation software or operating system and Acutrans shall use best efforts when accessing Corporation's computer system not to introduce any virus, worm, or disabling instruction into Corporation or Corporation customer's operating system.
- (e) Pass-Through Warranty. Acutrans represents that if it provides any third-party products (including software) to Corporation, Acutrans shall pass through to Corporation any third-party product and third-party end-user warranties and indemnities and shall take all reasonable steps necessary to ensure such warranties and indemnities flow to and for the benefit of Corporation.

Section 1.8 Compliance with Third Party Agreements. If Acutrans accesses or uses any third party software or third party agreements or documentation in connection with the provision of the Services including third party software licensed by Corporation or any agreements therefor, Acutrans shall require each individual providing Acutrans Services pursuant to this Agreement to comply with all applicable restrictions imposed on the access to or use of such third party software, agreements or documentation by the applicable licensor or vendor, including, where applicable under the terms of any relevant license agreement(s), signature upon such documentation as required by such licensor or vendor.

ARTICLE 2

TERM, TERMINATION AND MUTUAL WARRANTIES

Section 2.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of one (1) year (the "Term") unless terminated earlier pursuant to this Article 2. The term of this Agreement will automatically renew for a one (1) year period unless Acutrans is notified to the contrary in writing 60 days in advance of the expiration of the current term. If extended the pricing on Exhibit A shall increase by 3%.

Section 2.2 Immediate Termination and Suspension Due to Force Majeure. This Agreement and any underlying SOWs is subject to immediate suspension and/or termination upon written notice at in the event of any incapacity, insolvency, termination of business, a party filing for or being the subject of a bankruptcy petition, or if a party is the subject of a debtor relief action. In the event of the suspension,

postponement, or interference with the purpose of this Agreement due to an act of God, war, riot, act of terrorism, civil unrest, fire, pandemic, illness, act of any federal, state, or local authority, or any other reason which is beyond either party's reasonable control (each, a "Force Majeure Event") the Parties may agree to suspend this Agreement for as long as any such event continues, and the obligations of both Parties will be suspended, except for any payments which have accrued and are due to Acutrans as of the date of suspension. If the Force Majeure event continues for more than thirty (30) days, either party may elect to terminate this Agreement upon written notice to the other party.

Section 2.3 Effect of Termination. Termination of this Agreement shall not release or discharge the Parties from any obligation, debt or liability under this Agreement which shall have previously accrued and remain to be performed upon the date of termination. Within twenty (20) days of termination of this Agreement, either party shall refund, or pay to the other, all amounts due, prepaid fees or other funds advanced less any fees through the termination date. The termination of a SOW will not affect the Term or validity of this Agreement.

Section 2.4 Termination Without Cause. If Corporation elects to terminate this Agreement without cause during the term of this Agreement, then Corporation shall pay to Acutrans the equivalent sum total of the previous Ninety (90) days invoices as liquidated damages to Acutrans. Notice of such cancellation must be made in writing to Acutrans, and must give Acutrans at least ten (10) business days in which to wind down any operations or remove any equipment from Corporation's premises or control. Corporation agrees to cooperate in good faith with Acutrans to ensure the process of terminating the Agreement and the return of any Acutrans property is completed smoothly. The ninety days shall be calculated starting from the date which Acutrans receives written notice of cancellation under this Section.

Section 2.5 Transition Services. Upon termination of this Agreement for any reason, Corporation shall upon request be entitled to continue to use Acutrans Services for a minimum of ninety (90) days after such termination or expiration (the "**Transition Period**"), on the same terms as set forth herein. During such Transition Period, Parties agrees to make available all services necessary for an orderly migration to a replacement designated by Corporation, including, but not limited to, providing Corporation all working files and documents relating to the Services in a mutually agreeable format, and returning (at no charge) to Corporation all data and other property of Corporation that are in the possession of Acutrans.

Section 2.6 Mutual Warranties. Each Party represents to the other that:

- (i) it is organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to conduct the provisions hereof.
- (ii) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder.
- (iii) this Agreement is a legal and valid obligation binding upon it and enforceable according to its terms; and

- (iv) the execution, delivery and performance of this Agreement by such Party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound.

Section 2.7 Limitation of Liabilities. *EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR ESTABLISHED BY APPLICABLE LAW AS RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND WITH ALL FAULTS, AND ACUTRANS DOES NOT MAKE AND HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING NON INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. ACUTRANS DOES NOT WARRANT THE PERFORMANCE OR RESULTS THE CLIENT MAY OBTAIN BY USING ANY DELIVERABLES OR THAT ANY DELIVERABLES WILL BE ERROR FREE OR, AS APPLICABLE, PRODUCE UNINTERRUPTED FUNCTION.*

Any action for an alleged breach of this Agreement, or to enforce any right under this Agreement, other than an action by Acutrans to collect or contest the calculation of fees, will be commenced within six months after the cause of action has accrued or the breach or right will be deemed waived and barred. The total aggregate liability of either party for all claims asserted by the other party (or to any person claiming through the other party) under or in connection with this Agreement, calculated in each instance over the entire Term, regardless of the form of the action or the theory of recovery, other than an action by Acutrans to collect fees, will be limited to the amounts paid or payable to Acutrans by the Corporation for the Services during the prior 12-month period, in the case of any given claim, preceding the date of the event giving rise to that claim. Corporation's sole remedy, and Acutrans' exclusive liability, for Acutrans' failure to provide the Services in conformance with this Agreement will be, at Acutrans' option, the conforming reperformance of the Services or the refund of the fees applicable to the non-conforming Services.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON CLAIMING THROUGH THE OTHER PARTY) FOR LOST PROFITS OR REVENUE OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR ITS SUBJECT MATTER, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT THAT PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

Corporation agrees that Acutrans shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise as a result of this project. Corporation agrees to defend, indemnify and hold harmless Acutrans and its proprietors and agents for any loss, damages or costs resulting from any third-party claim, action, or demand related to this project. Corporation understands that Acutrans is not responsible in the very rare circumstance that another party hacks into, gains unauthorized access to, or otherwise misuses the Acutrans' services except as expressly stated in this Agreement. Acutrans will pursue all reasonable efforts to resolve the issue and Corporation agrees that Acutrans will not be held liable for any unauthorized, unwanted, or malicious activities if they happen to occur except as expressly stated in this Agreement. In the event of a data breach, hack, or unauthorized access to data, even if the issue arises from a source outside of Acutrans control, Acutrans agrees to make a good-faith, reasonable effort to help client resolve any issue caused by such data breach, hack, or unauthorized access. Corporation agrees that Acutrans makes no guarantee as to the outcome of any such effort to resolve such an unauthorized data breach, hack, or unauthorized access., and Corporation agrees to hold Acutrans completely harmless for any such unauthorized data breach, hack or unauthorized access to data, except as specifically provided for in this Agreement. Acutrans strongly

recommends and Corporation acknowledges that Corporation should maintain competent insurance coverage to protect in the event of an unauthorized data breach, hack, or unauthorized access.

Corporation represents and warrants that (i) it has obtained and will obtain and continue to have, during the term of this Agreement, all necessary rights, authority, and licenses for the access to and use of the means of all Corporation Data (including any personal data collected by Corporation on behalf of a third-party and disclosed to Acutrans) as contemplated by this Agreement and (ii) Acutrans' use of the Corporation data in accordance with this Agreement will not violate any applicable laws or regulations, or cause a breach of any agreement or obligations between Corporation and any third party. For purposes of this Section "Corporation Data" refers to information, data, content, and other materials, in any form or medium, that is submitted, posted, collected, transmitted, or otherwise provided by or on behalf of Corporation to Acutrans in connection with Acutrans' performance of this Agreement, but excluding, for clarity, Aggregate Data and any information, data, data models, content or materials owned or controlled by Corporation. "Aggregate Data" refers to any data that is derived or aggregated in deidentified form from (i) any Corporation Data or (ii) Corporation and its authorized users' use of the deliverables and work product, including without limitation, any usage data or trends with respect to those deliverables and/or work product.

ARTICLE 3 **BILLING AND COMPENSATION**

Section 3.1 Compensation for Services. Acutrans shall be compensated in accordance with Exhibit A for Services provided under this Agreement.

Section 3.2 Books and Records; Audit. Parties shall maintain complete and accurate business and financial records to support and document the charges for Services and/or the deliverables under this Agreement. Corporation may request an audit once every 12 months during the Term of this Agreement or any extension thereof. Acutrans shall permit Corporation's designated employees or agent(s) to examine its books and/or to conduct audits to confirm charges hereunder. Any such audit will be conducted upon reasonable notice and during regular business hours, and shall be at Corporation's expense, unless such audit reveals a discrepancy of more than five percent (5%) in the total applicable amount reported by Acutrans, in which event Acutrans shall pay for, or reimburse Corporation's cost of such audit. Parties further agrees that until the expiration of two (2) years after the furnishing of any Services hereunder, Parties will make available upon written request to: (i) Acutrans or Corporation, (ii) the Secretary of Health and Human Services, or (iii) the Comptroller General of the United States or any of their duly authorized representatives, this Agreement and books, documents and records of Parties that are necessary to verify the nature and extent of the costs incurred by Corporation.

Section 3.3 Travel Costs and Expense Reimbursement. Each Party is responsible for its own travel costs and expenses to install, implement and support respective services.

Section 3.4 Invoice Payment. Corporation shall pay all undisputed amounts within thirty (30) days after receipt of the invoice. In the event of a dispute, Parties will notify each other by email or in accordance with Section 8.7. The Parties shall negotiate in good faith to resolve the dispute. Corporation may withhold payment on an amount disputed in good faith pending resolution, but shall pay any amount not disputed.

Section 3.5 Tax Exempt Status. In the event Corporation is a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended, Parties shall take all action required to cause the provision of the Acutrans Services and/or Corporate Services hereunder or delivery of the deliverables to be treated as a tax- exempt transaction. In no event shall Acutrans or Corporation be responsible for any sales, use, property, gross receipts or similar taxes levied against either party. Upon request, Acutrans or Corporation shall provide the other party with a certificate evidencing its tax-exempt status.

Section 3.6 Cancellations and Refunds. Acutrans will refund or credit the Corporation 100% of any scope of work or milestone amount if Acutrans receives written notice of such cancellation before Acutrans has assigned such project or milestone to an Acutrans agent, employee, contractor, or other entity for completion. In the event that a scope of work or milestone has been completed to or beyond ten percent (10%) of the agreed upon scope of work or milestone, Acutrans will not be obligated to refund Corporation any amount, and Corporation will be liable for the full amount owed under the scope of work or milestone which was cancelled. The parties agree that any amount retained or billed by Acutrans for services cancelled and/or not completed under this section are not punitive, and only serve to compensate Acutrans for Acutrans ensuring that resources were available to fully perform under this Agreement.

ARTICLE 4 CONTRACTOR

In performing Services under this Agreement, Acutrans is always acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an employment, principal-agent, partnership, or joint venture relationship between Parties. Acutrans and Corporation and its Personnel shall not hold themselves out to any third party as the agent, employee or legal representative of the other party. Additionally, Acutrans or Corporation shall neither have nor exercise any direction or control over the methods, techniques, or procedures by which Acutrans performs its Services. The sole interest and responsibility of Corporation is to ensure that the Services shall be performed and rendered in a professional, competent, efficient, and timely manner. Each Party shall be solely responsible for the payment of compensation (including overtime) and benefits to its personnel and for paying and reporting all payroll and other taxes, social security, unemployment compensation and worker's compensation. Parties shall indemnify and hold each other harmless from any and all loss or liability arising from or related to either Party's failure to pay employment tax, federal and state income tax and other taxes or assessments, including without limitation penalties and interest that arise out of any monies earned by Parties or its Personnel or agents.

ARTICLE 5 OWNERSHIP AND USE OF PROPRIETARY INFORMATION

Section 5.1 Ownership of Intellectual Property, Information and Work Product. All work product and deliverables produced under this Agreement for Corporation by Acutrans, including any written, oral or computerized reports and any statistical analyses (specifically including the information therein, or upon which such analyses are based), medical, business, financial or other records, papers and documents, software, programs, systems, solutions or processes originated or generated by Parties and/or the Personnel, or generated jointly by Acutrans or Corporation and Parties and/or Personnel, in the course of performing respective Services hereunder, and including any created by other agents and contractors

of Parties, are the property of Acutrans or Corporation. Acutrans or Corporation shall retain sole and exclusive possession of such property, and Parties shall have no right to retain or use such property after this Agreement expires or is terminated. Upon Acutrans or Corporation request during or after the Term, Parties will take any reasonable actions as Acutrans or Corporation may request to allow Acutrans or Corporation to better perfect its interest and title in such deliverables. Notwithstanding the foregoing, Acutrans or Corporation recognize that Parties may use its own working papers, preexisting materials and software, as well as any general skills, know-how, processes, or other intellectual property (including a non-Acutrans or Corporation specific version of any deliverables) in its provision of Services hereunder (the "**Parties Materials**"). The Parties' Materials are and shall remain the sole and exclusive property of the respective Party. If any of the deliverables pursuant to this Agreement incorporate, or require use of any Corporation tools or intellectual property, the Party hereby grants to Acutrans or Corporation a perpetual, non-exclusive, sublicensable, royalty-free, worldwide right and license to use, copy, display, distribute and make derivative works from such Party's tools or intellectual property, in connection with Acutrans or Corporation's use of the deliverables. Acutrans or Corporation retains sole ownership of all information and other property made available to Parties because of this Agreement and grants no rights or licenses in such information and other property to Parties or any other party. If any deliverable contains or requires the use of any third-party software, providing Party shall notify Acutrans Customer or Corporation Customer in advance and assist Acutrans or Corporation in obtaining a sublicense or direct license from the applicable software manufacturer on terms acceptable to Acutrans or Corporation. Corporation acknowledges that Acutrans possess certain processes, know-how, trade secrets, improvements, other intellectual properties, including but not limited to analytical methods, procedures and techniques, procedure manuals, personnel data, financial information, computer technical expertise and software which have been independently developed by Acutrans and which relate to its business or operations (Acutrans Property). Corporation agrees that any improvements, alterations or enhancements to the Acutrans Property during the course of this Agreement shall be the sole property of Acutrans.

Section 5.2 Acutrans Use of Corporation's Translation Memory and Other Materials. Corporation grants to Acutrans a perpetual, irrevocable, non-transferable, and non-exclusive license for Acutrans to use Acutrans' glossaries, translation and language memory, and all other materials produced for Corporation by Acutrans under this Agreement, so that Acutrans may enhance its offered processes and services in any way in which Acutrans sees fit.

Section 5.3 Use of Name. Except to the extent necessary to perform the Services, Parties shall not use or refer to each other's name, logo, or marks (or those of any Affiliate) in any manner whatsoever, without prior written consent. Parties will "white label" services provided to the other Parties customers as required. For example, Acutrans will use Corporation branding and Corporation email to provide translation quotes to Corporation customers.

Section 5.4 Acutrans Customer and Corporation Customer Confidentiality. Parties recognize and acknowledges that Acutrans and Corporation possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, such "confidential information" means all technical, business, marketing, planning, and other information and data relating to the business of Acutrans or Corporation, whether in written, oral, electronic, magnetic, photographic, optical and/or other forms (including ideas, concepts, designs, algorithms, calculations, methods, techniques, and know-how that are trade secrets of the discloser of such information), and which the discloser designates in writing to be confidential or proprietary within a reasonable time (not to exceed 30 days) after the oral disclosure, or which information would, under the circumstances, appear to a reasonable

person to be confidential or proprietary, but shall not include:

- (i) information that was already within the public domain at the time the information is acquired by Parties; or
- (ii) confidential information that was known to the recipient prior to its receipt from the discloser;
- (iii) confidential information that is rightfully disclosed to the recipient by a third party that is legally free to disclose the confidential information;
- (iv) if the confidential information is independently developed by the recipient without access to the discloser's confidential information;
- (v) disclosure is required by a judicial order or decree of governmental law or regulation, provided that unless a court order or applicable law prevents it, the recipient of such confidential information notifies the discloser of that requirement and allows the discloser reasonable opportunity to file for or obtain a protective order or otherwise proceed to protect its interests under applicable law;
- (vi) disclosure made in confidence to an attorney, a federal, state, or local government official, either directly or indirectly, solely for the purpose of reporting or investigating a suspected violation of law;
- (vii) is made in a complaint or other document filed in a lawsuit or other proceeding, provided such confidential information is filed under seal;
- (viii) information that subsequently becomes public through no act or omission of the Parties.

Parties agree that all of the confidential information (including complete or partial copies thereof, and in any format maintained) is and shall continue to be the exclusive property of Acutrans or Corporation, whether or not prepared in whole or in part by Parties and whether or not disclosed to or entrusted to Parties custody. Parties agree that Parties and its Personnel shall not, at any time following the execution of this Agreement, use for its own benefit or the benefit of others, or use for any purpose other than as strictly necessary in the course of performing pursuant to this Agreement, or disclose in any manner any confidential information of the Acutrans or Corporation without Acutrans or Corporation's prior written consent. Parties agrees to limit distribution of Acutrans or Corporation confidential information to their own employees and agents on a need to know basis for the purpose of this Agreement, and to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as Parties use to protect their own proprietary and highly confidential information. Upon termination of this Agreement, Parties shall return to Acutrans or Corporation property (including data, in whatever format maintained, and including partial copies) in its possession or control, including the possession or control of its subcontractors and permanently delete all Acutrans or Corporation confidential information from Party's files or systems.

Section 5.5 HIPAA. If Acutrans or Corporation will have access to any Personally Identifiable Health Information, as that term is defined in the federal Health Insurance Portability and Accountability Act and its implementing regulations ("HIPAA"), Acutrans or Corporation shall abide by the terms of HIPAA.

Section 5.6 Relief. The Recipient of any Confidential Information understands and agrees that monetary damages will not be sufficient to avoid or compensate for the unauthorized use or disclosure of Confidential Information and that injunctive relief would be appropriate to prevent any actual or threatened use or disclosure of Confidential Information.

Section 5.7 Survival. The provisions of this Article 5 shall survive the expiration or early termination of this Agreement.

ARTICLE 6
INSURANCE & INDEMNIFICATION

Section 6.1 Insurance. Parties shall maintain, at no cost to the other Party and from carriers acceptable to the other Party:

- (i) broad form comprehensive general liability (including coverage for completed operations, contractual liability and errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate; Acutrans will consider increases as needed on a per contract basis.
- (ii) workers' compensation insurance with coverages no less than required by applicable state law; and
- (iii) employers' liability insurance, with minimum limits of One Million Dollars (\$1,000,000) per accident or covered illness or disease and
- (iv) cyber liability coverage with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate, including coverage for data reconstruction, financial damages resulting from the unauthorized disclosure of or general corruption or loss of personal data, identity theft monitoring services for individuals whose data was compromised, costs of incident response, investigation and follow-up, coverage for actions of rogue employees and the costs of defending or responding to (including damages and fines) any investigations or informational requests from any regulatory agency or other governmental or quasigovernmental agency responsible for the control and use of personal health information or other confidential information. If Corporation shall provide any hardware, software, or other products to NMHC or any Affiliate, Corporation's general liability policy must include coverage for products liability and
- (v) Acutrans provides additional coverage as needed for on-site interpreting services. This includes:
 - (a) employment practices liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, and
 - (b) if Acutrans in any manner supervises any Corporation employees, Acutrans shall maintain sexual abuse and molestation insurance with limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

The parties shall provide a certificate of insurance prior to execution of this Agreement and upon request thereafter. Such insurance obtained by Acutrans or Corporation may only be cancelled, non-renewed or materially modified upon a minimum of thirty (30) days prior written notice to the other Party. Parties shall notify each other immediately if any of its insurance coverage is cancelled, non-renewed or modified substantially in any way, and in such an event, the compliant Party may terminate this Agreement without penalty. If a Party provides any coverage on a claims-made basis, then such Party shall purchase "tail coverage" or continuously maintain for a minimum of five (5) years such claims-made insurance coverage for any events occurring during the Term of this Agreement or a Acutrans customer or Corporation customer agreement which may give rise to subsequent claims. The provisions of this Section or of the insurance required herein shall not in any way be interpreted or construed to limit Acutrans or Corporation liability.

Section 6.2 Indemnification. Corporation shall indemnify, defend and hold harmless the Acutrans and their respective board members, officers and employees (each an "Indemnified Party") from and against any and all liability, loss, claim, lawsuit, injury, cost, damage or expense (including reasonable attorneys' fees and court costs), which may be assessed against any Indemnified Party by a third party and arises out of, incident to or in any manner occasioned by:

- (i) negligence or intentional act of, or the performance or nonperformance of any duty or responsibility under this Agreement, or
- (ii) violation of any patent, trademark, copyright, or any other intellectual property right.

Acutrans will indemnify, defend and hold harmless the Corporation, its affiliates, and their respective directors, managers, officers, employees, shareholders, and members from and against all liabilities, claims, liens, obligations, damages, losses, costs, fees and expenses, including fines, assessments and penalties, including reasonable investigatory and attorney's fees and disbursements ("**Damages**"), based on, relating to, concerning or arising out of a third-party claim that the Services or Deliverables infringe any intellectual property.

Section 6.3 Procedure For Notice of Potential Claim. Promptly after receipt by the Corporation of notice of the existence of a claim or event that might lead to a claim indemnifiable under this Section the Corporation will, if a claim is to be made, give notice to Acutrans of the existence of that claim or event, including a reasonably detailed disclosure of the third party claim for which indemnification is sought, a copy of any written notice given by third party claimant, and a description of the affected Deliverables, provided that failure to notify Acutrans will not relieve Acutrans of any liability under this Section, except to the extent that Acutrans is prejudiced by that failure. The Corporation will grant to Acutrans the right to defend the claim. After receipt of notice under this Section Acutrans will have a reasonable amount of time to investigate whether the third-party claim might fall within the scope of Acutrans's indemnification obligation before assuming the defense of the claim. Acutrans's assumption of the defense of any claim asserted to be within the scope of the indemnity will not prejudice the determination of whether a claim is properly subject to indemnification nor waive Acutrans's right at any time to disclaim obligations with respect to any Damages to the extent they are not subject to indemnification. The Corporation will cooperate with Acutrans as reasonably requested, at Acutrans's expense, and will permit Acutrans to conduct and control the defense and the disposition of the claim, suit or action (including all decisions relative to litigation, appeal and settlement); provided however, that the Corporation will have the right to obtain its own counsel and participate in the defense at the Corporation's expense. Acutrans agrees to keep the Corporation reasonably informed of the progress during the defense and disposition of a claim and to consult with the Corporation with regards to any proposed settlement. The same procedure for notice and involvement outlined in this section will apply in the event that Acutrans is seeking indemnification from Corporation for a third-party action.

Section 6.4 Survival. The provisions of this Article 6 shall survive the expiration or early termination of this Agreement.

ARTICLE 7 **NON-SOLICITATION**

Section 7.1 Non-Solicitation of Employees. Parties agrees that during the Term of the Agreement or any extension thereof and for the twelve (12) month period immediately following the expiration or earlier

termination of this Agreement, they shall not, without the prior written consent of the other, directly solicit for employment, offer employment to, or employ any person who is an employee of the other Party or any affiliate or contractors or subcontractors that would not otherwise be known to the other Party but for the interactions under this Agreement. Notwithstanding the foregoing, the Parties are permitted to hire because of a response to a general advertisement.

Section 7.2 Survival. The provisions of this Article 7 shall survive the expiration or early termination of this Agreement.

ARTICLE 8

MISCELLANEOUS PROVISIONS

Section 8.1 Entire Agreement. This Agreement, including the Recitals incorporated herein by reference and the Exhibits hereto, constitutes the entire agreement of the Parties pertaining to the subject matter and supersedes all other prior agreements, undertakings and understandings of the Parties with respect to the subject matter hereof. This Agreement may be amended only by written agreement of the Parties. No term or condition (including, specifically, any limitation of liability), set forth in any SOW, quote, conditions of sale, purchase order or other document provided by Corporation or any of its contractors, subcontractors or other third party shall override any provision of this Agreement, unless agreed to in writing by the Parties.

Section 8.2 Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

Section 8.3 Severability. The provisions of this Agreement shall be deemed severable, and, if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties. The provisions of this Section 8.3 shall survive the expiration or termination of this Agreement or Acutrans customer and Corporation customer agreements.

Section 8.4 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 8.5 Assignment. This Agreement shall not be assigned, delegated or subcontracted by either Party (including through operation of law) without the prior written consent of Parties.

Section 8.6 Governing Law / Venue. This Agreement will be governed by the laws of Illinois, without giving effect to its laws or rules relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit, or proceeding brought by it in any way arising out of the Agreement must be brought solely and exclusively in the federal or state courts for Illinois. The foregoing notwithstanding, prior to and after the filing of any action, the parties agree to make a good faith effort to resolve disputes through settlement discussions or through the use of a neutral third-party mediator. The place of mediation, and/or settlement discussions shall be in Illinois and each party shall bear its own costs. Parties may attend mediation remotely. Each party further (a) accepts and submits to the sole and exclusive jurisdiction of those courts in person, generally and unconditionally with respect to any action, suit, or proceeding brought by it or against it by the other party, (b) specifically waives the right to object to such venue based on forum non convenienc, (c) agrees to the service of process by notice sent using an internationally recognized courier service to the party's address listed in this Agreement; and (d) in the

event of any action or proceeding to enforce or interpret any of the provisions of this Agreement, the substantially prevailing party will be entitled to be reimbursed for the costs of that action or proceeding, including reasonable attorneys' fees and court costs.

Section 8.7 Notices. Any notice provided hereunder shall be deemed received when delivered personally or by overnight courier, or three (3) business days after being sent by certified or registered U.S. mail, return receipt requested, to the following:

To Acutrans:	Linus Kastys, President
	Accurate Translation Bureau Inc. dba Acutrans
	9700 W 197 St Suite 102 Mokena, IL 60448
With copy to:	Agent: Tom Ottenhoff
	15255 S 94th Ave 5th Floor Orland Park, IL 60462
To Corporation	Marion County Schools 204 Betsy Pack Drive Jasper, TN 37347

or such other place or places as any of the Parties shall designate by written notice to the other.

Section 8.8 Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Section 8.9 Terms and Conditions Incorporated by Reference. The Acutrans Terms and Conditions and Privacy Policy, available and viewable at Acutrans.com are incorporated and form a binding part of this Agreement. Such Terms and Conditions and Privacy Policy may from time to time be amended or altered by Acutrans in its sole discretion. In the event of a conflict, the terms of this Agreement will control.

IN WITNESS THEREOF, the Parties hereby enter into this Agreement by authorized signature below.

Marion County Schools

**ACCURATE TRANSLATION BUREAU, INC. dba
Acutrans**

By:

By:

Title:

Title:

Date:

Date:

Exhibit A
Acutrans Service Rates

1. Acutrans Over the Phone Interpreting Service

Acutrans Over-the-Phone Services (OPI)	
Spanish (OPI)	Other Languages (OPI)
\$0.89	\$.89

Notes:

1. Call Times: The call time starts when the call is answered and ends when either the end user or interpreter hangs up the call.
2. Payment: Customer will be billed monthly for the minutes used.
3. Any time needed by interpreters for documentation completion or other administrative work related not specifically outlined above will be completed by the Acutrans interpreters or translators without additional compensation.

2. Acutrans Video Remote Interpreting Service

Acutrans Video Remote Interpreting Services (VRI)		
Spanish (VRI)	Other Languages (VRI)	American Sign Language
\$1.25	\$1.25	\$1.75

Notes:

1. Call Times: The call time starts when the call is answered and ends when either the end user or interpreter hangs up the call.
2. Payment: Customer will be billed monthly for the minutes used.
3. Any time needed by interpreters for documentation completion or other administrative work related not specifically outlined above will be completed by the Acutrans interpreters or translators without additional compensation.

3. Acutrans Translation Service

Translation, Edit & Proofread Rate				
Tier	New Word	Repetitions	Exact Match	Languages
Tier 1	\$0.15	\$0.05	\$0.03	Spanish
Tier 2	\$0.15	\$0.07	\$0.03	Polish
Tier 3	\$0.16	\$0.08	\$0.03	Arabic, Portuguese, Russian
Tier 4	\$0.19	\$0.10	\$0.03	Albanian, Armenian, Bosnian, Croatian, Czech, Georgian, Italian, Latvian, Lithuanian, Punjabi, Slovak, Slovenian
Tier 5	\$0.20	\$0.10	\$0.03	Haitian Creole, Hmong
Tier 6	\$0.21	\$0.11	\$0.03	Danish, Dutch, Finnish, French, German, Greek, Norwegian, Romanian, Serbian
Tier 7	\$0.22	\$0.11	\$0.03	Belarusian, Bulgarian, Chinese (Simplified), Chinese (Traditional), Estonian, Gujarati, Hebrew, Hindi, Hungarian, Korean, Tagalog, Thai, Turkish, Ukrainian, Urdu, Vietnamese
Tier 8	\$0.25	\$0.13	\$0.03	Japanese, Somali, Wolof
Tier 9	\$0.28	\$0.14	\$0.03	Amharic, Assamese, Azerbaijani, Bengali, Burmese, Dari, Farsi, French-Canadian, French-Europe, Khmer, Kirundi, Kurdish, Lao, Laotian, Malay, Malayalam, Marathi, Mongolian, Pashto, Sindhi, Swahili, Tajik, Tamil, Telugu, Tigrinya, Turkmen, Uzbek
Tier 10	\$0.30	\$0.15	\$0.03	Assyrian, Chin Falam, Chin Hakha, Rohingya
Tier 11	\$0.32	\$0.16	\$0.03	Karen

a. Additional Charges

Fees / Surcharges	Define / Describe	Charge Amount	Per (Minute, Month, One-Time, etc.)
Expedited turnaround fees	Rush charges	25%-50% of total project cost	per project
Minimum Charges	Minimum amount for a project, not including Project Management fees	\$50	per project
Engineering (minimum 1 hour)	Pre/post processing of files	\$65/hour	Hourly
Graphic Design Services	Layout services for printed materials	\$75/hour	Hourly
HTM, XML, ASP Engineering	Pre/post processing of HTM, XML, ASP	\$60/hour	Hourly
Transcription or Translation of Video or Audio Files		\$90/hour	Hourly
Translation Summaries / Synopsis		\$75/hour	Hourly
Q/A Review for Imported Translation Memory Libraries	The activity needed to establish adequate confidence that contents of Translation Memory will satisfy given quality requirements.	\$75/hour	Hourly

b. Service Level Agreements (SLAs)

- Translation project turnaround times for up to 3500 words average: one (1) business days after approval.
- Projects exceeding 3500 words are calculated accordingly. Quoted time is after approval. *
- Average turnaround time for projects are 1-2 Business days.

4. Acutrans On-Site Interpreting Service

Acutrans Video Conferencing Interpreting Services		
Spanish	Other Languages	ASL
\$60/hour (1 hour Minimum)	\$65/hour (1 hour Minimum)	\$75/hour (1 hour Minimum)
Notes: <ol style="list-style-type: none">1. Overage time is billed in 30-minute segments. Overage time is when an encounter goes over scheduled allotted time.2. 24-hour cancellation policy. <p>Any time needed by interpreters for documentation completion or other administrative work related not specifically outlined above will be completed by the Acutrans interpreters or translators without additional compensation.</p>		

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Accurate Translation Bureau, Inc

2 Business name/disregarded entity name, if different from above

Acutrans

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

9700 W. 197th St.

Requester's name and address (optional)

6 City, state, and ZIP code

Mokena, IL 60448

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
3	6	-	4	1	3	8	8	2 0

Part II Certification


Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶ 1/9/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later*.

Memo

To: Marion County Board of Education, Dr. Mark Griffith

From: Sherry Prince, CTE Director

Date: December 20, 2023

Re: Approval of Reality Works Quote for AG programs at MCHS and WHS

Request to accept quote from Reality Works for both project based learning materials and equipment. See attached quotes. Purchase will be made through TIPS. All items on bid have a sole source letter.



2709 Mondovi Road, Eau Claire, WI 54701 USA
 +1.800.830.1416 | +1.715.830.2040

Quote

148819

12/18/2023

Expires: 1/31/2024

Prepared For	Bill To	Ship To
Sherry Prince (423) 942-3434	Sherry Prince Marion Co School District 204 Betsy Pack Drive Jasper TN 37347 United States	Sherry Prince Marion Co School District 204 Betsy Pack Dr Jasper TN 37347 United States

<p>READY TO PLACE ORDER?</p> <ul style="list-style-type: none"> Email PO and copy of quote to orders@realityworks.com or call 800-830-1416 for payment options. Include Accounts Payable email address on PO <p>COMMENTS: TIPS Contract #230501</p>	<p>QUESTIONS?</p> <p>Contact Dan Cramer dan.cramer@realityworks.com (800) 830-1416 x1132</p> <p>Sole Source Info: https://www.realityworks.com/resources/sole-source-product-list</p>
--	---

Item #	Description	Price	Quantity	Extended
41010101	Plant Science Kit	\$799.00	1	\$799.00
10635115	Large Injection Pad	\$65.00	1	\$65.00
42010920	Bovine AI Cervix Kit	\$1,099.00	1	\$1,099.00
42010550	Bovine Fetal Development Models	\$2,499.00	1	\$2,499.00
47010400	Canine Vet Trainer	\$2,749.00	1	\$2,749.00
40010555	Suture Kit - 5 Pack	\$1,199.00	1	\$1,199.00
	Suture Kit - 1 Pack		5	
40210100	Agriculture Education Kits - 6-Pack (Beef Cow, Swine, Horse, Chicken, Sheep, Goat)	\$4,099.00	1	\$4,099.00
	Beef Cattle Kit		1	
	Swine Kit		1	
	Chicken Kit		1	
	Goat Kit		1	
	Sheep Kit		1	
	Horse Kit		1	
42010905	Bovine Breeder with Palpation (Brown)	\$4,199.00	1	\$4,199.00
42010400	Calf Simulator	\$5,449.00	1	\$5,449.00
42010450	Bovine Injection Simulator with Stand	\$4,949.00	1	\$4,949.00

Subtotal	\$27,106.00
Shipping and Handling	\$1,447.92
Tax	\$0.00
Total	\$28,553.92
Terms	Net 30



2709 Mondovi Road, Eau Claire, WI 54701 USA
 +1.800.830.1416 | +1.715.830.2040

Quote

148820

12/18/2023

Expires: 1/31/2024

Prepared For	Bill To	Ship To
Teena Casseday (423) 658-5141	Whitwell High School 200 Tiger Trl Whitwell TN 37397 United States	Whitwell High School 200 Tiger Trl Whitwell TN 37397 United States

READY TO PLACE ORDER? <ul style="list-style-type: none"> Email PO and copy of quote to orders@realityworks.com or call 800-830-1416 for payment options. Include Accounts Payable email address on PO 	QUESTIONS? Contact Dan Cramer dan.cramer@realityworks.com (800) 830-1416 x1132
Sole Source Info: https://www.realityworks.com/resources/sole-source-product-list	

Item #	Description	Price	Quantity	Extended
41010101	Plant Science Kit	\$799.00	1	\$799.00
10635115	Large Injection Pad	\$65.00	1	\$65.00
42010920	Bovine AI Cervix Kit	\$1,099.00	1	\$1,099.00
42010550	Bovine Fetal Development Models	\$2,499.00	1	\$2,499.00
47010400	Canine Vet Trainer	\$2,749.00	1	\$2,749.00
40010555	Suture Kit - 5 Pack	\$1,199.00	1	\$1,199.00
	Suture Kit - 1 Pack		5	
40210100	Agriculture Education Kits - 6-Pack (Beef Cow, Swine, Horse, Chicken, Sheep, Goat)	\$4,099.00	1	\$4,099.00
	Beef Cattle Kit		1	
	Swine Kit		1	
	Chicken Kit		1	
	Goat Kit		1	
	Sheep Kit		1	
	Horse Kit		1	
42010905	Bovine Breeder with Palpation (Brown)	\$4,199.00	1	\$4,199.00
42010400	Calf Simulator	\$5,449.00	1	\$5,449.00
42010450	Bovine Injection Simulator with Stand	\$4,949.00	1	\$4,949.00

Subtotal	\$27,106.00
Shipping and Handling	\$1,447.92
Tax	\$0.00
Total	\$28,553.92
Terms	Net 30

Memo

To: Marion County Board of Education, Dr. Mark Griffith
From: Sherry Prince, CTE Director
Date: December 20, 2023
Re: Approval of TEQ Quote

Request to accept quote from TEQ for both project based learning materials and equipment. See attached quotes. Purchase will be made through TIPS



It's all about learning.

Tequipment Incorporated
 7 Norden Lane
 Huntington Station, NY 11746
 Tel: 877-455-9369

Estimate
 Page 2 of 4

Estimate Number: **202783**
 Prepared By: **Brendan Engel**
 Estimate Date: **09/06/2023**
 Estimate Valid Until: **01/31/2024**
 Payment Term: **Net 30**

Estimate for:
Sherry Prince
204 Betsy Pack Dr
Jasper, TN 37347

Marion Co School District
 TIPS-USA RFP 230504

Item No.	Description	Quantity	Price	Total
South Pittsburg HS				
UM-900-0095A	UltiMaker METHOD XL 3D Printer	1	\$13,299.05	\$13,299.05
UM-900-0145A	UltiMaker METHOD XL Extended Service Plan - 3 Years	1	\$3,039.05	\$3,039.05
TEQ-MB-RapidRinse	MakerBot METHOD X RapidRinse and ABS-R Filament Bundle (3 ABS-R, 1 RapidRinse)	1	\$405.84	\$405.84
TEQ-MB-375-0059A	MakerBot Method Nylon Carbon Fiber Filament Black (.50kg, 1.1lb)	1	\$99.84	\$99.84
TEQ-MB-375-0058A	MakerBot METHOD X PC-ABS FR Filament Black (.71kg, 1.56lb)	1	\$90.24	\$90.24
TEQ-MB-Sketch Large Classroom	MakerBot Sketch Large 3D Classroom Bundle - 2 Printers	1	\$3,838.08	\$3,838.08
TEQ-MB-900-0124A	MakerCare Warranty Plan for MakerBot SKETCH Large Printer - 3 Year	2	\$432.00	\$864.00
TEQ-MB-900-0055A	MakerBot Sketch 3D Printer PLA Filament 5 Pack	1	\$249.60	\$249.60
TEQ-MB-900-0056A	MakerBot Sketch 3D Printer Filament Tough PLA 4 Pack	1	\$235.20	\$235.20
3Doodler-8SPSFULLED	3Doodler Start Learning Packs (12 Pens)	2	\$587.02	\$1,174.04
3Doodler-8SPLFILLED	3Doodler Start Learning Packs Refill (1200 strands)	2	\$195.02	\$390.04
BB-BITCLASSKIT-S-MBIT	Hummingbird Small Classroom Bundle-Includes 4 Premium Kits	6	\$840.00	\$5,040.00
UBTECH-UICPK	UBTECH UKIT Intermediate Class Pack	1	\$2,729.16	\$2,729.16
UBTECH-JR609	UBTECH UKIT Intermediate	2	\$379.05	\$758.10
			Subtotal	\$32,212.24



It's all about learning.

Tequipment Incorporated
7 Norden Lane
Huntington Station, NY 11746
Tel: 877-455-9369

Estimate

Page 3 of 4

Estimate Number: **202783**
Prepared By: **Brendan Engel**
Estimate Date: **09/06/2023**
Estimate Valid Until: **01/31/2024**
Payment Term: **Net 30**

Estimate for:
Sherry Prince
204 Betsy Pack Dr
Jasper, TN 37347

Marion Co School District

TIPS-USA RFP 230504

Item No.	Description	Quantity	Price	Total
----------	-------------	----------	-------	-------

Notes:

Sub Total:	\$62,768.68
Tax:	\$0.00
Shipping:	\$0.00
Total:	\$62,768.68



It's all about learning.

Payment Terms & Conditions

The net amount due shall be paid in full in accordance with the terms of payment set forth on this sales quotation. In the absence of such provisions on this sales quotation, the net amount due shall be paid in full within 30 days of the date of invoice.

This Estimate is for budget guidance, and is not final pricing for your completed project. To provide a final quote, Teq must perform a site survey to ensure the products and services in the estimate meet your needs, and are appropriate for the space(s) you have indicated. Please contact your Account Executive to schedule a site survey. The survey will be performed by a certified Teq employee and will identify any issues that may need to be addressed prior to the installation. Once the site survey is complete, you will receive a Quote, based on the survey results, that represents our final pricing proposal. Quotes are valid for 90 days from issuance. This process ensures that we provide the most accurate pricing possible for your completed project.

Asbestos Containing Materials

Customer agrees that Tequipment will perform work under this purchase order only if there are no asbestos containing materials (ACMs) or presumed asbestos containing materials (PACMs) at the anticipated work site. Customer agrees to provide Tequipment the Asbestos Management Plan in order to identify the potential location of ACMs or PACMs. In the event there are either ACMs or PACMs at the work site, Customer agrees to hire a third-party to perform the requisite asbestos abatement work so that Tequipment can install the purchased products. By entering into this purchase order for work Tequipment will perform on Customer's premises, Customer confirms that either: (i) there are no known ACMs or PACMs; or, (ii) Customer has provided information to identify the location of all ACMs or PACMs in the anticipated work site. Customer agrees to indemnify and hold Tequipment harmless for any and all damages it may sustain as a result of Customer not meeting its obligations under this material term of the purchase order.

Furniture Return Policy

All furniture products purchased from Tequipment Inc. are not returnable after delivery.

Memo

To: Marion County Board of Education, Dr. Mark Griffith
From: Sherry Prince, CTE Director 
Date: January 3, 2024
Re: Approval of future ISM purchases for Whitwell High/from Komatsu

Attached is specs for Hydraulics Assembly tables for Industrial maintenance at Whitwell High School. You will also find a memo from David Lipe, Senior Manager at the Chattanooga Komatsu Plant, explaining that this is only produced at Komatsu and as he stated in his email:

“ As we discussed, this is a proprietary piece of equipment that is only produced by Komatsu at one of our Komatsu Japan facilities. Because of the Komatsu proprietary components, we are not able to provide drawings or specifications for this training table that would allow it to be produced by other contractors or suppliers, but we can supply a quote so that the training table can be ordered for the Whitwell classroom.

Please refer to Mr. Lipe's email for remaining details.

We are seeking approval to move forward and issue a Purchase Order from ISM Grant funds, in order to purchase this exclusive equipment, which will be manufactured for us by Komatsu.

Subject: Komatsu - Marion County Partnership
From: david.lipe@global.komatsu <david.lipe@global.komatsu>
To: Sherry Prince <sprince@mcts.net>
Cc: deaton.blackwell@global.komatsu <deaton.blackwell@global.komatsu>, jacob.everts@global.komatsu <jacob.everts@global.komatsu>
Date: Tuesday, 09/26/2023 12:49 PM

Sherry,

Thank you for your continued efforts to partner with Komatsu on the training and development of our future workforce. We are excited about the success of our pre-apprentice program, look forward to the continuation of this program, and believe that the strengthening of Whitwell High's Industrial Maintenance Classroom is an important next step. As we reviewed today in our assembly technology lab, we believe that the addition of a Komatsu assembly training table to the Whitwell classroom will be the best addition to prepare students for their careers. At Komatsu we utilize this training table to train new employees and enhance the skills of current employees. This table provides training on mechanical, electrical, hydraulic and inspection skills that are used throughout our operation. As we discussed, this is a proprietary piece of equipment that is only produced by Komatsu at one of our Komatsu Japan facilities. Because of the Komatsu proprietary components, we are not able to provide drawings or specifications for this training table that would allow it to be produced by other contractors or suppliers, but we can supply a quote so that the training table can be ordered for the Whitwell classroom. We have requested an updated quote and will provide it to you as soon as we receive it.

Please let me know if you need anything else.

Thanks,

David Lipe

Senior Manager, Manufacturing Operations

Komatsu

409 Signal Mountain Rd

Chattanooga, TN 37405

United States

Shipper
DAIKYO CORPORATION.
 1-1, KUSHIMACHI-KOUGYODANCHI,
 KOMATSU CITY, ISHIKAWA PREF., 923-6581 JAPAN
 S/C# JP0000QF9

Booking No. **12018378977-A** Waybill No. **MOLU12018378977**



RECEIVED in apparent external good order and condition except as otherwise noted the total number of Containers or other packages or units enumerated below for transportation from the Place of Receipt to the Place of Delivery subject to the terms and conditions on the face and back hereof and delivery there to the Consignee on production of proof of identity

IN WITNESS WHEREOF, the undersigned, on behalf of Mitsui O.S.K. Lines Ltd., as the Carrier, has signed the number of Waybill(s) stated under, all of tenor and date.

This Waybill is not to be construed as a Bill of Lading or as any other similar document of title as referred in the International Carriage of Goods by Sea Act of Japan, 1957 as amended 1992 or any other foreign legislation of a nature similar to the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on August 25, 1924 or the amendments to the Protocol signed at Brussels on February 23, 1968 or the amendments by the Protocol signed at Brussels on December 21, 1979.
 (The terms and conditions of Waybill continued on the back hereof.)

Consignee
KOMATSU AMERICA CORPORATION
 CHATTANOOGA MANUFACTURING OPEARTION
 489 SIGNAL MOUNTAIN ROAD,
 CHATTANOOGA, TN. 37405-1917 U.S.A.
 TEL: (1-423) 752-3524 FAX: (1-423) 757-0372

Shipper's Declared Value _____ USD subject to terms and conditions overleaf.

Notify Party
 SAME AS CONSIGNEE

Also Notify (For Merchant's reference only)

SHIPPER'S PALLET LOAD AND COUNT.

Pre-carriage by _____ Place of receipt **KANAZAWA CY**

Ocean vessel/Voy. No. **1604W** Port of loading **KANAZAWA, JAPAN**
PANCON VICTORY

Port of discharge **JACKSONVILLE, FL** Place of delivery **CHATTANOOGA, TN DOOR** Final destination for the Merchant's reference

Particulars furnished by shipper

Container No. / Seal No. / Marks & Nos.	No. of Containers or Packages	HM	Type or kind of Containers or Packages - Description of goods	Gross weight	Measurement
CXDUI243412/8652081/C4	1		FREIGHT PREPAID. SHIPPER'S LOAD AND COUNT. EQUIPMENT SUBSTITUTION PERFORMED	(KGS)	(M3)
KOMATSU AMERICA CORP. CHATTANOOGA MANUF. OPR. MODEL: PC210/PC290 P.O.NO.: 4500486003 C/NO: CMO020316-1/10 MADE IN JAPAN			1 X 40' HIGH CUBE CONTAINER SAID TO CONTAIN: 11 PIECES (11 PALLETS)	9,875.000	49.404
KOMATSU AMERICA CORPORATION MODEL: TRAINING TABLE P.O.NO. NO.4600039009 CHATTANOOGA C/NO: CMO020316-101 MADE IN JAPAN			NEW CAIBN ASS'Y FOR HYDRAULIC EXCAVATOR H.S. NO.8431.49-9005 INVOICE NO.CMO020316		

*Total number of Containers or other packages or units received by the Carrier. (in words) **ONE CONTAINER**

Code	Tariff Item	Basis	Freighted as	Curr.	Rate	Per	Prepaid	Collect
OFR	JP0000QF9	40	1.000 40	USD	4350.00000	40	4350.00	
BUNKER		40	1.000 40	USD	543.00000	40	543.00	
DOCUMENT		PB	1.000 BL	JPY	2300.00000	BL	2300.00	
THC ORIGIN		40	1.000 40	USD	394.00000	40	394.00	
CSMP TAX		PT	2300.000 RV	JPY	8.00000%	RV	184.00	

No. of Originals	Place and date of waybill issue	Totals & Pay at:	USD	JPY
ONE	TOKYO		5287.00	2484.00
LADEN ON BOARD THE VESSEL PANCON VICTORY VOY NO 1604W AT KANAZAWA				

Date _____ Signature **MITSUMI O.S.K. LINES (JAPAN), LTD.**

Mitsui O.S.K. Lines, Ltd. as Carrier

COPY .WA As Agents For the Carrier

By MITSUMI O.S.K. LINES (JAPAN), LTD. As Agents For the Carrier

FREIGHT INFORMATION

COPY

MITSUI O.S.K. LINES (JAPAN), LTD. for Mitsui O.S.K. Lines Ltd

Information No.: JPEX20160313970

DAIKYO CORPORATION 1-1, KUSHIMACHI-KOOGYODANCHI, KOMATSU-CITY, ISHIKAWA-PREF JAPAN	Date: 16-03-2016 Customer No.: 5211428 Customer reference: B/L No.: MOLU12018378977 Bkg Ref: 12018378977 Payment due date: N/A Information Ref.: JPEX20160313970
Iss.Ofc.: TOKYO	

Shipper/Consignee: DAIKYO CORPORATION.
 Include B/Ls:

Vessel/Voyage PANCON VICTORY 1604W	PloR: KANAZAWA CY PoL: KANAZAWA, JAPAN PoD: JACKSONVILLE, FL PloD: CHATTANOOGA, TN DOOR	e.t.d.:17-03-2016 e.t.a.:19-04-2016
	Service Type Cntrs Pkgs Kgs Cbm CY/DOOR(F) 1 11 9,875.000 49.404	

Container No.: CXDU1243412 -40' HIGH CUBE

We hereby inform you that the Yen amount of ocean freight and charges for the above-mentioned shipment is as follows :

Charges	Units	Rate Per	Amount	In (JPY)
OCEAN FREIGHT CHARGE JF0000QF9	1.000	4,350.000 40 USD	4,350.00	497,249
BUNKER ADJ. FACTOR	1.000	543.000 40 USD	543.00	62,070
* DOCUMENTATION FEE AT ORIGIN	1.000	2,300.000 BL JPY	2,300	2,300
TERMINAL HANDLING CHARGE AT ORIGIN	1.000	394.000 40 USD	394.00	45,038

Total (Curr Wise) : JPY	2,484;	USD	5,287.00;	
Sub Total				606,657
*CSMP TAX	2,300	8 %	JPY	184

USD = JPY 114.310000;

Total	JPY	606,841
Pay At: TOKYO		

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 MCHS Date Submitted 12-12-23
 Teacher Making the Request Amy Fowler Position Teacher
 Teacher's Email Address afowler@mchs.net Class/Club Interact
 # of Students Participating 35 # 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 1)
 Airplane
 Other

FIELD TRIP DESTINATION/TIME FRAME/PURPOSE

Ramsey Resort Destination Pigeon Forge - Conference Destination Phone Number 865-345-3849
 Destination Address 3230 Parkway City Pigeon Forge State Tn
 Date(s) of Trip: Feb 29 - March 3 One day Overnight (how many days 4)
 Time Schedule Requested: Leave School: 8 am Arrive Destination: 1:00
 Leave Destination: 1 pm Return School: 4 pm

Educational purpose _____

Actual on site instructional time _____

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

COST PER STUDENT

Travel \$ 100 Lodging \$ 113 Food 50
 School Lunches _____ Entrance Fees / Tickets 90 Other _____
 TOTAL COST PER STUDENT: \$ 353 at most Funding Source: _____

What provisions are being made for students who cannot afford to participate in this trip? I will help anyone in need

SUBMIT REQUEST

- Approve Disapprove
 Approve Disapprove
 Approve Disapproved

Principal Jean + Z/f Date 12-20-23
 Director of Schools _____ Date _____
 Marion County Board of Education _____

Date _____

Leaving FEB 27 0:00 am from home
arrive approx 12:00 at Hotel

Fact Sheet
2024 Interact Conference
Rotary District 6780

When: March 1-3, 2024
Where: Ramsey Hotel & Convention Center
3230 Parkway
Pigeon Forge, Tn 37863
865-428-2700

Schedule:

Friday March 1

12:00 – 3:30 Conference Registration
4:15 - 4:45 Opening Ceremonies
5:15 - 8:00 Dolly's Stampede
8:30 – 11:00 Talent Show

Saturday March 2

7:45 Lacy Scholarship Essay
9:00 Begin interviews for Bomar and Brown scholarships
9:00 – 12:00 Convene conference: Club reports, guest speakers, candidate speeches, door prizes, other business.
12:00 – 5:00 Free time
1:00-3:00 Four Way Speech contest - Falls Room

6:00 – 7:30 Banquet at hotel. Scholarship award presentations.
7:30- 8:30 Round table discussion. Club sponsor and club president

Sunday March 3

9:30 – 11:00 Convene conference. Guest speaker, award presentations. New officer induction.

Conference Fee: Conference registration is \$90.00 for Interactors and Sponsors. Includes meal for Friday and Saturday nights, meeting expenses, entertainment, guest speakers, Senior scholarship drawing, James Lacey Scholarship, night security. The conference fee does not include hotel rooms or conference T-shirts.

Hotel costs: Standard hotel rooms with two double beds at the Ramsey Resort and Conference Center are \$300.00 for two nights, Friday and Saturday. Up to four people may occupy each room. There are a few king rooms available for the same rate. The room rate includes a buffet breakfast. A limited number of suites are available at \$340.00. Please see the hotel room form at the Rotary District 6780 website.

Deadlines: Conference registration and hotel reservation forms with checks must be postmarked no later than February 10, 2024.

Forms: All forms are available at the Rotary district website:

<http://www.rotarydistrict6780.com/>

Whitwell Middle School Volleyball 2024 Schedule



Date	Opponent	Site	Time
February 10	Play Day	Stone Memorial	TBA
February 13	Rhea County	Home	4:00, 5:00
February 15	Richard Hardy	Home	4:30, 5:30
February 20	Stone Memorial	Home	5:30, 6:30
February 22	Bledsoe	Home	5:30, 6:30
February 26	Jasper	Away	5:00, 6:00
February 27	Sequatchie Co.	Away	5:30, 6:30
February 29	Cumberland Co.	Home	5:30, 6:30
March 1	Sequatchie Co.	In-School (H)	1:30, 2:30
March 5	Richard Hardy	Away	4:30, 5:30
March 14	Van Buren	Home	5:30, 6:30
March 18	Jasper	Home	5:00, 6:00
March 19	Sequatchie Co.	Home	5:30, 6:30**
March 21	Stone Memorial	Away	5:30, 6:30
March 22	Sequatchie Co.	In-School (A)	1:30, 2:30
March 26	Cumberland Co.	Away	5:30, 6:30
March 28	Van Buren	Away	6:00, 7:00
April 11	Bledsoe	Away	5:30, 6:30
April 13	Conference Tournaments	Stone Memorial	TBD

**8th Grade Night

Head Coach, Angie Chidester Cell: (423)718-3231 Email: achidester@whitwellmiddleschool.org

Assistant Coach, Kayla Lewis Email: [klewis@westigers.com](mailto:kewis@westigers.com)