



July, 2026						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Missy Hall, Board President
Randy Ttutwein, Vice-President
Dennis Ashworth, Board Member
Mark Ross, Board Member
Bryan Thompson, Board Member
Todd Alexander, Superintendent

Tuesday
July 28, 2026
Regular Meeting #03

Meetings are audio/livestreamed at <https://www.youtube.com/@wayneschoolswv>

AGENDA #03
WAYNE COUNTY BOARD OF EDUCATION
REGULAR MEETING
BOARD CONFERENCE ROOM
WAYNE, WV

July 28, 2026
5:00 P.M.

Meetings are audio/livestreamed at <https://www.youtube.com/@wayneschoolswv>

District Goals:

- 1. Academic Achievement & Growth**
ELA & Mathematics proficiency +3% for the year
- 2. Chronic Absenteeism**
Decrease by 5% for the year
- 3. Special Education**
Implement focus groups to develop recommendations to improve in key service areas
- 4. Enrollment Stabilization**
Stabilize enrollment and achieve a 1-2% recapture rate
- 5. Fiscal Stewardship & Operations**
EOY general fund balance increases vs. prior fiscal year

C O N S E N T A G E N D A

I. CALL TO ORDER Missy Hall, President

Pledge of Allegiance to the Flag:

II. ROLL CALL

	Present In Person	Present Via Phone	Absent From Meeting
Dennis Ashworth	O	O	O
Missy Hall	O	O	O
Mark Ross	O	O	O
Bryan Thompson	O	O	O
Randall Trautwein	O	O	O

III. RECOGNITIONS

IV. PRESENTATION

V. GOOD NEWS

VI. INFORMATIONAL ITEMS

Regular Board Meeting on Tuesday, August 11, 2026, beginning at 5:00 p.m. in the Board Conference Room, Wayne, West Virginia.

School starts August 13, 2026.

Regular Board Meeting on Tuesday, August 25, 2026, beginning at 5:00 p.m. in the Board Conference Room, Wayne, West Virginia.

VII. CONSTRUCTION PROJECT UPDATES

VIII. DELEGATIONS

IX. SUPERINTENDENT/DIRECTOR'S REPORTS

- Wayne County Schools Financial Analysis
- Annual Determination Letter – 2026
- Budget Approval 2026-2027

X. BOARD DIRECTIVES

XI. BOARD REPORTS

XII. UNFINISHED BUSINESS

No Unfinished Business

XIII. NEW BUSINESS CONSENT ACTION ITEMS

The Superintendent recommends approval of the following action items. Additional items received prior to the time of the meeting may be added. Discussion and/or separate action of item(s) may be requested by members of the Board and/or Superintendent. Items are subject to change. Any blanks will be filled in prior to the meeting. In the event a nominee withdrawals, we reserve the right to put the next candidate in the position.

1. Consider for approval the recommended personnel matters. **Pages 1-4**

WCBOE personnel matters may involve an Executive Session as provided in W. Va. Code §6-9A-4(b)(2)(A) [personnel exception] and/or §6-9A-4 [matters involving attorney-client privilege per *Peters v. County Commission*, 205 W. Va. 481 (1999)]. A majority of the Board members present must vote to have an Executive Session. (No action will be taken in Executive Session.)

2. Consider for approval purchase requisitions/orders/quotes in excess of \$5,000.00. **Pages 5-62**

XIV. NEW BUSINESS SEPARATE ACTION ITEMS

1. Consider for approval Independent Contractor Agreement and **Pages 63-66** Contract for Dietetic Services between Wayne County Board of Education and Deborah Rowe, at a cost of \$75.00 per hour for direct services rendered for the period of July 1, 2026 through June 30, 2027.
2. Consider for approval Lease Renewal between the Wayne County **Page 67** Board of Education and D & P Developers for a parcel of land used for the purpose of a parking facility for central office employees at a cost of \$6,138.00 beginning July 1, 2026 through June 30, 2027.
3. Consider for approval Independent Contractor Agreement and **Page 68** Contract with Kristen Oxley, K-12 Mathematics Curriculum Specialist, and the Wayne County Board of Education at a cost of no more than \$9,300.00. The term of this Agreement shall begin on August 1, 2026 through June 30, 2027.
4. Consider for approval Memorandum of Understanding **Pages 69-73** between the Wayne County Board of Education and Mountain State Education Services Cooperative for visual impairment services by hiring one (1) at-will Itinerant Classroom Associate for the 2026-2027 school year at a cost of \$26,160.00 salary plus fringe and 7% administrative fee, for a total of \$55,668.34 during the 2026-2027 school year.
5. Consider for approval Memorandum of Understanding between **Pages 74-77** The Wayne County Board of Education and Mountain State Education Cooperative for a full-time at will Computer Technician for the 2026-2027 school year at a cost of \$46,716.00 salary plus fringe and 7% administrative fee, for a total of \$81,057.08 during the 2026-2027 school year.
6. Consider for approval Memorandum of Understanding between **Pages 78-80** the Wayne County Board of Education and Mountain State Educational Services Cooperative for Medicaid Services at a cost of \$17,000.00 for the 2026-2027 school year.
7. Consider for approval Memorandum of Understanding between **Pages 81-85** the Wayne County Board of Education and Mountain State Education Services Cooperative for nursing services by hiring up to (5) at-will LPN's for the 2026-2027 school year at a cost of \$31,100.00 salary, plus fringe and 7% indirect costs for a total of \$61,769.74 for each LPN during the 2026-2027 school year.
8. Consider for approval Memorandum of Understanding between **Pages 86-88** the Wayne County Board of Education and Mountain State Education Services Cooperative for School Bus Driver Training at a rate based on invoices of actual cost plus a 15% administrative fee for the 2026-2027 school year.

9. Consider for approval Memorandum of Understanding **Pages 89-92** between the Wayne County Board of Education and Mountain State Education Services Cooperative to facilitate the Region II Math Field Day in year 2027 at a cost of \$4,000.00
10. Consider for approval Memorandum of Understanding between **Pages 93-96** the Wayne County Board of Education and Mountain State Education Services Cooperative for a Communications Specialist at a cost of \$32,324.60 for the 2026-2027 school year.
11. Consider for approval Memorandum of Understanding between **Pages 97-99** the Wayne County Board of Education and Mountain State Education Services Cooperative and Leslie K. Tyree, Esquire for legal services at an annual cost of \$48,000.00 for the 2026-2027 school year.
12. Consider for approval Independent contractor Agreement and **Pages 100-104** contract for Applied Behavior Analysis Services and Assistant between Wayne County Board of Education and Diversified Assessment Therapy at a cost of \$100.00 per hour for each hour of direct or indirect services rendered by the Board Certified Behavior Analyst BCBA, and \$40.00 per hour for each hour of direct services rendered by ABA Technicians, supervised and assigned by the BCBA, and \$25.00 per hour for each hour of direct services rendered by ABA Technician Assistant beginning August 13, 2026 through May 26, 2027 through June 30, 2027, if school calendar changes occur during the school year.
13. Consider for approval Independent Contractor Agreement and **Pages 105-109** Contract for Parent Education Resource Center Service Coordinator between Wayne County Board of Education and Sarah Jones, at a cost of \$30.00 per hour not to exceed 40 hours per week for the period of August 10, 2026 through May 26, 2027 or June 30, 2027, if school calendar changes occur during the school year.
14. Consider for approval Independent Contractor Agreement and **Pages 110-113** Contract for Music Therapy Services between Wayne County Board of Education and Nancy Asbury, DBA Mountaineer Music Therapy at a cost of \$ 75.00 per hour for each hour of direct services rendered for the period of August 13, 2026 through May 26, 2027 or June 30, 2027, if school calendar changes occur during the school year.
15. Consider for approval Independent Audiology Contract **Pages 114-121** Agreement between the Wayne County Board of Education and Professional Hearing Solutions LLC for Audiology Services at an annual cost of \$20,000.00 for direct and indirect services to be paid \$2,000.00 monthly for ten (10) consecutive months effective July 1, 2026 through June 30, 2027.
16. Consider for approval Independent Contractor Agreement and **Pages 122-126** Contractor for Speech/Language Therapy Services between Wayne County Board of Education and Mary M. Lewis, at a cost of \$55.00 per hour not to exceed twenty-one (21) hours per week with an additional seven (7) hours per month for the period of August 13, 2026 through May 26, 2027 or June 30, 2027, if school calendar changes occur during the school year.

17. Consider for approval Independent Contractor Agreement and **Pages 127-131** Contract for Speech/Language Therapy Services between Wayne County Board of Education and Kristi Marcum, DBA Marcum Therapy Services at a cost of \$55.00 per hour for each hour of direct or indirect services, not to exceed thirty-five (35) hours per week and if needed, up to seven (7) additional hours per month for the period of August 13, 2026 through May 26, 2027 or June 30, 2027, if school calendar changes occur during the school year.
18. Consider for approval Independent Contractor Agreement and **Pages 132-146** Contract for Speech/Language Therapy Services between Wayne County Board of Education at a cost of \$55.00 per hour for each hour of direct or indirect services, not to exceed forty (40) hours per week and if needed, up to seven (7) additional hours per month for the period of August 10, 2026 through May 26, 2027 or June 30, 2027, if school calendar changes occur during the school year.
19. Consider for approval Independent Contractor Agreement and **Pages 147-150** Contract for Wilson Reading Training between Wayne County Board of Education and Rikki McCormick-Cook, DBA Wilson Reading Program, at a cost of \$75.00 per hour not to exceed more than five (5) days by the last day of each month for the period of July 1, 2026 through May 26, 2027 or June 30, 2027, if the school calendar changes occur during the school year.
20. Discussion of negotiations and potential actions for the potential disposition of the Dunlow and Genoa Elementary School properties. The Board may enter executive session pursuant to W. Va. Code §6-9A-4(b)(9) to discuss matters relating to the possible sale of real property and may provide feedback and direction to the Superintendent concerning the proposals and potential negotiations. No final action will be taken in executive session.
21. Consider for approval District Goals and Superintendent's Evaluation goals for the 2026-2027 school year.

XV. POTENTIAL ITEMS FOR FUTURE AGENDAS

XVI. ADJOURNMENT

**RECOMMENDED
PERSONNEL MATTERS
JULY 28, 2026**

RESIGNATION: (Professional)

Shane Jenkins, Multi-Categorical/Autism teacher @ Wayne High, effective July 13, 2026.

Cindy Smith, 2nd Grade teacher @ Wayne Elementary, effective July 15, 2026.

CREATE POSITION: (Professional)

Multi-Categorical/Autism teacher - Wayne Elementary

EMPLOYMENT: (Professional) Pending Certification and Background Check

Trevor Little, Robotics Coach @ Tolsia High, effective August 10, 2026. Posting #R5E27-3

Allie Copley, Itinerant Social Worker, effective August 10, 2026. Posting# R2P27-57 (200 days)

Gracy Hodge, Math 9-12 teacher @ Tolsia High, effective August 10, 2026. Posting# R1P27-67 (200 days)

Yavanda Dolen, 5th Grade teacher @ Lavalette Elementary, effective August 10, 2026. Posting# P27-80 (200 days)

Jordan Menear, 2nd Grade teacher @ C-K Elementary, effective August 10, 2026. Posting# P27-81 (200 days)

Austin Salmons, Math 6-8 teacher @ Buffalo Middle, effective August 10, 2026. Posting# P27-82 (200 days)

Christopher Hall, Multi-Categorical/Autism teacher @ Kellogg Elementary, effective August 10, 2026. Posting# P27-83 (200 days)

Derek Johnson, Multi-Categorical/Autism teacher @ Spring Valley High, effective August 10, 2026. Posting# P27-84 (200 days)

Brittany Layne, Multi-Categorical/Autism teacher @ Wayne High, effective August 10, 2026. Posting# P27-86 (200 days)

Sheena Perry, Communities in School Site Resource Facilitator (Part-time) @ C-K Elementary, effective August 10, 2026. Posting# P27-88

Jessica Dials, Communities in School Site Resource Facilitator (Part-time) @ Buffalo Elementary, effective August 10, 2026. Posting# P27-89

Jill May, Communities in School Site Resource Facilitator (Part-time) @ Kellogg Elementary, effective August 10, 2026. Posting# P27-90

Jordyn Damron, Interventionist @ Kellogg Elementary, effective August 10, 2026. Posting# P27-92 (200 days)

Recommended Personnel Matters
July 28, 2026
Page 2

EMPLOYMENT: (Professional) Pending Certification and Background Check cont.

Brittany Berry, 2nd Grade teacher @ Wayne Elementary, effective August 10, 2026. Posting# P27-96 (200 days)

Sherri Brewer, Substitute Teacher, effective the 2026-2027 school year.
Cathy Gilliam, Substitute Teacher, effective the 2026-2027 school year.
Hadley Massie, Substitute Teacher, effective the 2026-2027 school year.
Celia Meadows, Substitute Teacher, effective the 2026-2027 school year.
Zane Moore, Substitute Teacher, effective the 2026-2027 school year.
Caleb Murray, Substitute Teacher, effective the 2026-2027 school year.
Sidney Paynter, Substitute Teacher, effective the 2026-2027 school year.
Neva Slone, Substitute Teacher, effective the 2026-2027 school year.
Evan Smith, Substitute Teacher, effective the 2026-2027 school year.

TRANSFERS: (Professional)

Tara Crabtree, From Hospitality/ProStart Teacher @ Spring Valley, to Itinerant Powerline Program Teacher of Record/Program Administrator, effective August 10, 2026. Posting# P27-73 (205 days)

Christopher Ball, from Multi-Categorical/Autism teacher @ Wayne High, to Multi-Categorical/Autism teacher @ C-K Middle, effective August 10, 2026. Posting# P27-77 (200 days)

Ana Benincasa, from Interventionist @ Kellogg Elementary, to 4th Grade teacher @ Wayne Elementary, effective August 10, 2026. Posting# P27-79 (200 days)

_____, from _____ @ _____, to Assistant Principal @ Wayne Elementary, effective July 29, 2026. Posting# P27-87 (218 days)

_____, from _____ @ _____, to Assistant Principal @ Kellogg Elementary, effective July 29, 2026. Posting# P27-94 (218 days)

_____, from _____ @ _____, to Director of Student Support Programs @ Central Office, effective July 29, 2026. Posting# P27-95 (240 days)

REQUEST FOR LEAVE OF ABSENCE: (Professional)

Kara Porter, Itinerant Technology Integration Specialist, requests a Medical Leave, from April 17, 2026 to August 24, 2026.

Amy M. Roberts, Art 6-8 teacher @ C-K Middle, requests an Intermittent PAID FMLA, for the 2026-2027 school year.

RESIGNATION: (Service)

Michael Renne, 8 Hour Custodian (6:00am-2:00pm) @ C-K Elementary, effective June 9, 2026.

Recommended Personnel Matters
July 28, 2026
Page 3

TERMINATION OF SUBSTITUTE SERVICE PERSONNEL PURSUANT TO NON-COMPLIANCE WITH CPR CERTIFICATION REQUIREMENTS: (Service)

Lori Fizer, Substitute Aide, effective July 28, 2026.

EMPLOYMENT: (Service) Pending Background Check, Pre-Placement Physical Exam, and Certification

Kaitlin Hardin, Itinerant Autism Mentor/Aide, effective August 10, 2026. Posting# S27-76 (200 days)

Ersel Maynard, 3.5 Hour Bus Operator, Bus# 2963 (PM run), effective August 10, 2026. Posting# S27-79 (205 days)

Abner Vance, 8 Hour Mechanic @ Transportation, effective July 30, 2026. Posting# S27-80 (261 days)

Christina Huff, ECCAT/Aide @ C-K Elementary, effective August 10, 2026. Posting# S27-81 (200 days)

TRANSFERS: (Service)

Briana Nelson, from Itinerant Autism Mentor/Aide, to Autism Mentor/Aide @ Prichard Elementary, effective August 10, 2026. Posting# S27-72 (200 days)

Rebecca Toppins, from 8 Hour Cook (6:00am-2:00pm) @ Buffalo Middle, to 8 Hour Cook (6:00am-2:00pm) @ Wayne Elementary, effective August 10, 2026. Posting# S27-73 (200 days)

Deoanna Ratliff, from 8 Hour Bus Operator, Bus# 13-79, to 8 Hour Bus Operator, Bus# 1948, effective August 10, 2026. Posting# S27-74 (205 days)

Aaron Fischer, from 3.5 Hour Bus Operator, Bus# 2963 (PM run), to 8 Hour Bus Operator, Bus# 1815, effective August 10, 2026. Posting# S27-75 (205 days)

Kalista Norman, from 8 Hour Custodian (2:00pm-10:00pm) @ Wayne Elementary, to 8 Hour Cook (6:00am-2:00pm) @ Buffalo Middle, effective August 10, 2026. Posting# S27-77 (200 days)

Jamie Parsley, from 3.5 Hour Bus Operator, Bus# 1273, to 8 Hour Bus Operator, Bus# 13-79, effective August 10, 2026. Posting# S27-78 (205 day)

George C. New, from 8 Hour Custodian (11:00am-7:00pm) @ C-K Elementary, to 8 Hour Custodian (6:00am-2:00pm) @ C-K Elementary, effective July 30, 2026. Posting# S27-82 (213 days)

Wade T. Adkins, from ECCAT/Aide @ Kellogg Elementary, to ECCAT/Aide @ Wayne Elementary, effective August 10, 2026. Posting# S27-83 (200 days)

REQUEST FOR LEAVE OF ABSENCE: (Service)

Tammy Amis, Autism Mentor/Aide @ C-K Elementary, requests an Intermittent PAID FMLA, for the 2026-2027 school year.

RESIGNATION: (Coach)

Rebecca Diamond, Assistant Girls Basketball Coach, C-K Middle, effective July 15, 2026.

James Hopkins, Assistant Boys Basketball Coach, Spring Valley High, effective July 10, 2026.

William Layne, Assistant Boys Basketball Coach, Buffalo Middle, effective July 13, 2026.

EMPLOYMENT: (Coach) Pending background check and licensure

Kevin Jackson, Assistant Football Coach, Vinson Middle, effective the 2026-2027 school year. Posting #R5C27-2

David Adkins, Head Football Coach, Wayne High, effective the 2026-2027 school year. Posting# C27-12

Jacob Gilkerson, Assistant Football Coach, Wayne High, effective the 2026-2027 school year. Posting# C27-13

James Keyser, Assistant Boys Basketball Coach, Spring Valley High, effective the 2026-2027 school year. Posting# C27-14

Michael Ward, Assistant Boys Basketball Coach, Buffalo Middle, effective the 2026-2027 school year. Posting# C27-18

Frank Delawder, UNPAID Volunteer Assistant Football Coach, Fort Gay PreK-8, effective the 2026-2027 school year.

Zoe Runyon, UNPAID Volunteer Assistant Girls Soccer Coach, Spring Valley High, effective the 2026-2027 school year.

Anna Dean, UNPAID Volunteer Assistant Cheer Coach, Buffalo Middle, effective the 2026-2027 school year.

Adam Frazier, UNPAID Volunteer Assistant Football Coach, Buffalo Middle, effective the 2026-2027 school year.

Justin Thompson UNPAID Volunteer Assistant Football Coach, Buffalo Middle, effective the 2026-2027 school year.

VENDOR
115976

WAYNE COUNTY BOARD OF EDUCATION

Page 5

USE ORDER
270105

P.O. Box 70
Wayne West Virginia 25570
Phone: (304) 272-5116
Fax: (304) 272-3557

TO: ADVANTAGE TECHNOLOGIES LLC
950 KANAWHA BLVD E
CHARLESTON, WV 25301

SHIP TO: WAYNE COUNTY BOARD OF EDUCATION
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570-0070
(304) 272-5116

ATTN: JOSEPH BIAS

DATE: 7/20/26

SHIPPING:

REQUISITION: 000085845

FOLD HERE

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	EXTREME / AEROHIVE RENEWAL UNIT: WVDE NET CONTRACT NO. REN-0003 QTY 2712 @ \$10.00 = \$27,120.00 ***** TECHNOLOGY DEPARTMENT		27,120.00
		TOTAL	27,120.00 *****
ACCOUNT 11.99080	11111.694.001.0000.0000.00	AMOUNT 27,120.00	

FOLD HERE

INSTRUCTIONS TO VENDORS

1. Do not overship or substitute without prior Purchasing Department approval.
2. Send all invoices in triplicate to: Wayne County Board of Education, P.O. Box 70, Wayne, WV 25570, ATTN:Accounts Payable.
3. Prepay all transportation charges.
4. All shipments must contain packing slip.
5. The purchase order number must appear on all invoices, packing slips, packages.
6. This purchase order is not transferable.

Include no state sales or use taxes or federal excise taxes in the amounts billed. State separately on each invoice the amount of manufacturers' federal excise tax, if any. Invoices shall be applicable to a single purchase order and must state terms and notation of "complete order." Do not invoice for items back ordered until shipped. If purchase order request cannot be filled completely send a back order memoranda with delivery. If filling shortages, be sure to show original purchase order number. The board will not be responsible for any changes for items delivered except through purchase order duly executed.

Our West Virginia Tax Blanket Exemption No. is 55 6000409 001.

Todd A. Alut

AUTHORIZED SIGNATURE OF PURCHASING OFFICIAL

Vendor: 692670 P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70
WAYNE, WV 25570 0070

TO: SENTRY FIRE PROTECTION
PO BOX 1138
WAYNE, WV 25570 1138

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070
(304) 272-5116
ATTN: MATT STANLEY / BYT

ATTN:

Date: 7/07/26

Ship:

Ref: MS/BYT

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	COUNTY-WIDE PURCHASE ORDER			20,000.00
	MONTHLY SPINKLER SYSTEM SERVICE			
	FOR SCHOOL YEAR 2026 - 2027			

	MAINTENANCE SERVICE/REPAIRS FUND			
			TOTAL	20,000.00

A C C O U N T			AMOUNT	
11.00000.12621.431.001.0000.0000.00			20000.00	

T. Stanley
7/16/26

Vendor: 115801

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Sub Ledger:

Page 7

31

85711

WAYNE, WV 25570 0070

TO: ADVANCE AUTO PARTS
PO BOX 742063
ATLANTA, GA 30374 2063

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116

ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	PARTS, ANTIFREEZE AND OTHER MISC			6,000.00
	SUPPLIES FOR THE REPAIR AND MAINTENANCE			
	OF COUNTY SCHOOL BUSES			
	*			
	26-27 FY			

TOTAL

6,000.00

A C C O U N T

11.00000.12731.667.031.0000.0000.00

AMOUNT

6000.00

W.Preece
T. 7/8/26

Vendor: 775825

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Sub-Ledger: A/P
Page 8 131
85712

WAYNE, WV 25570 0070

TO: ALAN TYE & ASSOCIATES, LC
9669 MAIN ST SUITE D
FAIRFAX, VA 22031 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
----------	-------------	----------	------------	-------

REPAIR AND MAINTENANCE OF BUS LIFTS

10,000.00

*

26-27 SY

TOTAL

10,000.00

A C C O U N T

11.00000.12731.341.031.0000.0000.00

AMOUNT

10000.00

W M Preece

T. f
7/8/26

Vendor: 880000875

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 9

: A/P
031
85717

WAYNE, WV 25570 0070

TO: JOHNNY BAKER
DBA BAKERS TOWING
6891 B RT 152
WAYNE, WV

25570 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

(304) 272-5116

ATTN:

ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	TOWING OF DISABLED SCHOOL BUSES			8,000.00
	*			
	26-27 FS			

TOTAL

8,000.00

A C C O U N T

11.00000.12731.341.031.0000.0000.00

AMOUNT

8000.00

W. Preece
T. 7/8/26

Vendor: 880005770

P/O R E Q U I S I T I O N
 WAYNE COUNTY SCHOOLS
 PO BOX 70

NUMBER.

85718

WAYNE, WV 25570 0070

TO: BIRD'S BUS & DIESEL REPAIR LLC
 2075 WOODARD STREET
 CULLODEN, WV

25510 0000

ATTN: BENJAMIN J. BIRD

SHIP TO: WAYNE COUNTY BOARD OF EDUC
 PO BOX 70
 212 N. COURT STREET
 WAYNE, WV

25570 0070

(304) 272-5116

ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

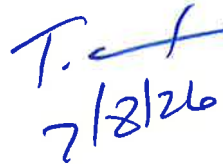
QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	PARTS AND REPAIR OF COUNTY SCHOOL BUSES			29,000.00
	*			
	26-27 FS			
			TOTAL	29,000.00

A C C O U N T

11.00000.12731.667.031.0000.0000.00

AMOUNT

29000.00

Vendor: 175770

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 7031
85719

WAYNE, WV 25570 0070

TO: BLUE BIRD BUS SALES OF
PITTSBURGH, INC
5374 WILLIAM FLYNN HIGHWAY
GIBSONIA, PA 15044 9808SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070
(304) 272-5116
ATTN: WILLIAM PREECE/DKC

ATTN:

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	PARTS AND REPAIRS OF COUNTY SCHOOL BUSES			10,000.00
	*			
	26-27 FY			
			TOTAL	10,000.00

A C C O U N T			AMOUNT	
11.00000.12731.667.031.0000.0000.00			10000.00	

W M Preece
T. J.
7/8/26

Vendor: 219015 P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

WAYNE, WV 25570 0070

TO: CERTIFIED LABORATORIES
2727 CHEMSEARCH BLVD
IRVING, TX 75062 6454

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070
(304) 272-5116
ATTN: WILLIAM PREECE/DKC

ATTN:

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	SHOP SUPPLIES FOR TRANSPORTATION GARAGE			8,000.00
	*			
	26-27 SY			

TOTAL 8,000.00

A C C O U N T AMOUNT
11.00000.12731.611.031.0000.0000.00 8000.00

W. M. Preece
T. 7/8/26

Vendor: 228445

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

WAYNE, WV 25570 0070

TO: CINTAS CORPORATION
4125 WINCHESTER AVE.
PO BOX 2375
ASHLAND, KY

41101 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	SERVICE/MAINTENANCE OF EYE WASH STATION			7,000.00
	AED, AND FIRST AID CABINET AT BUS GARAGE			
	*			
	26-27 SY			

TOTAL	7,000.00

A C C O U N T
11.00000.12731.341.031.0000.0000.00AMOUNT
7000.00

W. M. Preece
T. J. 7/8/26

Vendor: 285000

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70131
85728

WAYNE, WV 25570 0070

TO: DAWSON-THOMPSON OIL CO, INC.
PO BOX 5583
HUNTINGTON, WV
25703 0000SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116

ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	DIESEL FUEL FOR TANK ON SCHOOL BUS			200,000.00
	GARAGE LOT			
	*			
	26-27 SY			

TOTAL

200,000.00

A C C O U N T

11.00000.12731.661.031.0000.0000.00

AMOUNT

200000.00





Vendor: 200210

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Sub-Ledger:
Page 15

85729

WAYNE, WV 25570 0070

TO: CDW GOVERNMENT
230 NORTH MILWAUKEE AVE.
VERNON HILLS, IL
60061 0000

SHIP TO: FORT GAY PRE K-8
#1 VIKING DRIVE
FORT GAY, WV
25514 0000

ATTN:

(304) 648-5404
ATTN: AMY SEXTON/M WILLIAMSON

Date: 7/08/26

Ship:

Ref: MLP/ALD

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
50	EA 8485941 ACER TRAVELMATE QUOTE PXQH754 TO REPLACE PO 262020 AND 262019 BD APPROVED 6/23/26		779.8600	38,993.00
TOTAL				38,993.00 *****

A C C O U N T
61.41611.11111.694.101.0000.0000.00

AMOUNT
38993.00

W. M. Reese
1.4
7/22/26

Vendor: 275675

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 16

31
85733

WAYNE, WV 25570 0070

TO: DPF ALTERNATIVES OF WV
1841 SUNSET VIEW
MILTON, WV

25541 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116

ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	REFURBISHING/REPAIR OF DPF FILTERS AND ASSOCIATED PARTS FOR COUNTY SCHOOL BUSES			24,000.00
	*			
	26-27 SY			

TOTAL

24,000.00

A C C O U N T

11.00000.12731.667.031.0000.0000.00

AMOUNT

24000.00

W. M. Preece
7/22/26

Vendor: 337510

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 17

A/P
31
85735

WAYNE, WV 25570 0070

TO: F & L ELECTRONICS, INC.
235 FOURTH AVENUE
HUNTINGTON, WV 25701 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116

ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	REPAIR AND MAINTENANCE OF SCHOOL BUS			5,760.00
	RADIOS			
	*			
	26-27 SY			2,240.00
TOTAL				8,000.00

A C C O U N T

11.00000.12731.341.031.0000.0000.00
11.00000.12731.667.031.0000.0000.00

AMOUNT

5760.00
2240.00

W. Preece
T. J. 7/22/26

Vendor: 285060

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 18

031
85737

WAYNE, WV 25570 0070

TO: FLEETSOFT LLC
6009 W PARKER RD STE 149-250
PLANO, TX
75093 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	ANNUAL SUBSCRIPTION FOR WEB-BASED			6,600.00
	PARTS INVENTORY SOFTWARE			
	*			
	26-27 SY			

TOTAL

6,600.00

A C C O U N T

11.00000.12731.341.031.0000.0000.00

AMOUNT

6600.00

WMPreece
1-7/22/24

Vendor: 478500

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Sub Ledger:
Page 19 31
85751

WAYNE, WV 25570 0070

TO: LAWSON PRODUCTS INC
135 S LASALLE, DEPT 2689
CHICAGO, IL 60674 2689

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

ATTN: ORDER DEPARTMENT

25570 0070
(304) 272-5116
ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	PARTS FOR COUNTY SCHOOL BUSES			32,000.00
	*			
	26-27 SY			

TOTAL 32,000.00

A C C O U N T AMOUNT
11.00000.12731.667.031.0000.0000.00 32000.00

WMPreece
T.L.
7/22/26

Vendor: 510600

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

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031
85752

WAYNE, WV 25570 0070

TO: MATHENY MOTOR TRUCK COMPANY
PO BOX 1304
PARKERSBURG, WV
26102 1304

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	PARTS AND REPAIR OF COUNTY SCHOOL BUSES			100,000.00
	*			
	26-27 SY			

TOTAL

100,000.00

A C C O U N T

11.00000.12731.667.031.0000.0000.00

AMOUNT

100000.00

W M Preece
T. J.
7/22/26

Vendor: 511505

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

WAYNE, WV 25570 0070

TO: MATHIS AUTOMOTIVE, LLC
PO BOX 127
WAYNE, WV

25570 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116

ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	PARTS, OIL AND LUBRICANTS FOR COUNTY			4,000.00
	SCHOOL BUSES AND SUPPORT VEHICLES			
	*			
	26-27 SY			3,000.00
			TOTAL	7,000.00

A C C O U N T

11.00000.12731.667.031.0000.0000.00

11.00000.12731.661.031.0000.0000.00

AMOUNT

4000.00

3000.00

WMPreece
T. x
7/22/26

Vendor: 560056

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 22

A/P
31
85754

WAYNE, WV 25570 0070

TO: MOUNTAIN STATE EDUCATIONAL
SERVICES COOPERATIVE (MSESC)
501 22ND STREET
DUNBAR, WV

25064 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

(304) 272-5116

ATTN:

ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	CONTRACT FOR TRAINING AND TESTING NEW BUS DRIVER TRAINEES			35,000.00
	*			
	26-27 SY			

TOTAL

35,000.00

A C C O U N T

11.00000.12791.591.031.0000.0000.00

AMOUNT

35000.00

WM Preece
T. J. Preece

Vendor: 618750

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 23 A/P
31
85755

WAYNE, WV 25570 0070

TO: LARRY D. PERRY, D.C.
CHIROPRACTIC CORP.
651 WASHINGTON AVENUE
HUNTINGTON, WV 25701 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070
(304) 272-5116
ATTN: WILLIAM PREECE/DKC

ATTN:

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	CDL PHYSICALS FOR REGULAR/SUBSTITUTE			6,000.00
	BUS DRIVERS AND TRAINEES			
	*			
	26-27 SY			

TOTAL 6,000.00

A C C O U N T
11.00000.12731.341.031.0000.0000.00

AMOUNT
6000.00

W M Preece
T. J.
7/22/26

Vendor: 676550

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 24

31
85756

WAYNE, WV 25570 0070

TO: S & S TIRES
PO BOX 55046
LEXINGTON, KY

40555 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116

ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	TIRES AND RIMS FOR COUNTY SCHOOL BUSES			62,000.00
	*			
	26-27 SY			

TOTAL

62,000.00

A C C O U N T

11.00000.12731.666.031.0000.0000.00

AMOUNT

62000.00

Wm Preece
7/22/26

Vendor: 686290

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 25

031
85761

WAYNE, WV 25570 0070

TO: SCHOOL MAINTENANCE SUPPLY INC.
7517 STEPHEN STREET
MAINEVILLE, OH 45039 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070

ATTN:

(304) 272-5116
ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	PARTS AND SUPPLIES FOR COUNTY SCHOOL			43,000.00
	BUSES			
	*			
	26-27 SY			
TOTAL				43,000.00

A C C O U N T

11.00000.12731.667.031.0000.0000.00

AMOUNT

43000.00

W M Preece
T. J.
7/22/26

Vendor: 704950

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

WAYNE, WV 25570 0070

TO: SMART HORIZONS
DARWIN GLOBAL LLC
25 E 9 1/2 MILE ROAD
PENSACOLA, FL 32534 0000SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070
(304) 272-5116
ATTN: WILLIAM PREECE/DKC

ATTN:

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	PURCHASE OF ANNUAL DRIVER CERTIFICATION TESTS			5,400.00
	*			
	26-27 SY			

TOTAL	5,400.00

A C C O U N T
11.00000.12731.331.031.0000.0000.00AMOUNT
5400.00
T. Preece
7/22/26

Vendor: 762640

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 27

31
85772

WAYNE, WV 25570 0070

TO: TOTAL MOBILITY SERVICES
4785 PENN AVE
BOSWELL, PA 15531 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070
(304) 272-5116
ATTN: WILLIAM PREECE/DKC

ATTN:

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	PARTS AND REPAIR FOR COUNTY SPECIAL			10,000.00
	NEEDS SCHOOL BUSES			
	*			
	26-27 SY			

TOTAL 10,000.00

A C C O U N T
11.00000.12731.667.031.0000.0000.00

AMOUNT
10000.00

Wm Preece
T. L. Preece

Vendor: 767105

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

WAYNE, WV 25570 0070

Page 28

: A/P
031
85773

TO: TRANSFINDER CORPORATION
440 STATE STREET
SCHENECTADY, NY
12305 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	ANNUAL TECHNICAL SUPPORT & UPGRADES			5,000.00
	EFFECTIVE 10/26-10/27			
	ROUTE FINDER PLUS			
	ANNUAL SOFTWARE HOUSING SERVICES			
	DATABASE SERVER APPLICATION SERVERS,			
	STORAGE, AND MAINTENANCE OF SERVERS			
	*			
	26-27 SY			

TOTAL

5,000.00

A C C O U N T

11.00000.12731.341.031.0000.0000.00

AMOUNT

5000.00

W. M. Preece
1.00
7/22/26

Vendor: 821670

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

WAYNE, WV 25570 0070

TO: WESTERN BRANCH DIESEL, INC
3100 MCCORKLE AVENUE S.W.
SOUTH CHARLESTON, WV
25303 0000SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116

ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	PARTS/REPAIRS FOR COUNTY SCHOOL BUSES			25,000.00
	*			
	26-27 SY			

TOTAL

25,000.00

A C C O U N T

11.00000.12731.667.031.0000.0000.00

AMOUNT

25000.00





Vendor: 846100

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 30

A/P
131
85779

WAYNE, WV 25570 0070

TO: WORKINGMAN'S FAMILY STORE
140 5TH AVENUE
HUNTINGTON, WV 25701 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	UNIFORMS FOR REGULAR/SUBSTITUTE BUS DRIVERS			40,000.00
	*			
	26-27 SY			
TOTAL				40,000.00

A C C O U N T

11.00000.12731.611.031.0000.0000.00

AMOUNT

40000.00

Wm Preece
1.00
7/22/26

Vendor: 848325

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 31

131
85780

WAYNE, WV 25570 0070

TO: WORLDWIDE EQUIPMENT - HERITAGE
408 NEW GOFF MOUNTAIN ROAD
CROSS LANES, WV
25313 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116

ATTN: WILLIAM PREECE/DKC

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	PARTS AND LABOR FOR REPAIRS OF COUNTY			300,000.00
	SCHOOL BUSES			
	*			
	26-27 SY			
TOTAL				300,000.00

A C C O U N T

11.00000.12731.667.031.0000.0000.00

AMOUNT

300000.00

WMPreece
1.00
7/22/24

Vendor: 350560

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 32

131
85782

WAYNE, WV 25570 0070

TO: WRIGHT EXPRESS CORPORATION
DBA WEX INC. AKA WEX BANK
PO BOX 6293
CAROL STREAM, IL
60197 6293

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

(304) 272-5116

ATTN: WILLIAM PREECE/DKC

ATTN:

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	DIESEL FUEL, OIL, ANTIFREEZE, DEF			300,000.00
	FOR COUNTY SCHOOL BUSES			
	*			
	26-27 SY			

TOTAL

300,000.00

A C C O U N T

11.00000.12731.661.031.0000.0000.00

AMOUNT

300000.00

W. M. Preece
T. C.
7/22/26

WAYNE, WV 25570 0070

TO: WRIGHT EXPRESS CORPORATION
DBA WEX INC. AKA WEX BANK
PO BOX 6293
CAROL STREAM, IL
60197 6293

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070
(304) 272-5116
ATTN: WILLIAM PREECE/DKC

ATTN:

Date: 7/08/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
				110,000.00
	FUEL FOR CENTRAL OFFICE, MAINTENANCE,			
	AND TRANSPORTATION SUPPORT VEHICLES			
	*			
	26-27 SY			
			TOTAL	110,000.00

A C C O U N T	AMOUNT
11.00000.12651.662.001.0000.0000.00	110000.00

2M Reese
T. 12/22/20

Vendor: 187900

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 34

85812

WAYNE, WV 25570 0070

TO: BROWN'S FOOD SERVICE
PO BOX 690
LOUISA, KY

41230 0000

ATTN:

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

(304) 272-5116

ATTN: LISA THOMPSON/LKT

Date: 7/09/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	BACKPACK FOOD PURCHASES FOR SCHOOL YEAR 2026-2027 PAID FOR WITH GRANT FUNDS FOOD SERVICE SY27			30,000.00
			TOTAL	30,000.00 *****

A C C O U N T

61.88592.13121.634.001.0000.0000.00

AMOUNT

30000.00

L. Thompson
7-10-26
T. X
7/14/26

Vendor: 228445

P/O REQUISITION
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 35

85813

WAYNE, WV 25570 0070

TO: CINTAS CORPORATION
4125 WINCHESTER AVE.
PO BOX 2375
ASHLAND, KY

41101 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
ATTN: LISA THOMPSON/LKT

Date: 7/10/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	TOWEL SERVICE FOR SCHOOL KITCHENS			8,000.00
	FOOD SERVICE SCHOOL YEAR SY27			

TOTAL

8,000.00

A C C O U N T

61.88710.13121.636.001.0000.0000.00

AMOUNT

8000.00

L. Thompson
7-10-26
T. [initials]
7/14/26

Vendor: 240000

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 36

85814

WAYNE, WV 25570 0070

TO: COLONIAL FOOD SERVICE EQUIP.
611 8TH STREET
PO BOX 181
HUNTINGTON, WV

25701 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

(304) 272-5116

ATTN:

ATTN: LISA THOMPSON/LKT

Date: 7/10/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	KITCHEN REPAIRS MAINTENANCE SUPPLIES PER			50,000.00
	BID CONTRACT FOR SCHOOL YEAR 27			
	FOOD SERVICE SY27			
			TOTAL	50,000.00

A C C O U N T

61.88710.13121.431.001.0000.0000.00

AMOUNT

50000.00

*L. Thompson**7-10-26**T. ✓*
7/14/26

Vendor: 880005576

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 37

85815

WAYNE, WV 25570 0070

TO: MATTHEW D. CLINE
DBA CLINE COMM. VENTILATION
PO BOX 5222
ASHLAND, KY

41102 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

(304) 272-5116

ATTN: LISA THOMPSON/LKT

ATTN:

Date: 7/10/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
----------	-------------	----------	------------	-------

KITCHEN REPAIRS AND MAINTENANCE

10,000.00

HOOD VENT CLEANING AND REPAIRS

FOOD SERVICE SY27

TOTAL

10,000.00

A C C O U N T

61.88710.13121.636.001.0000.0000.00

AMOUNT

10000.00

L. Thompson
7-10-26

T. ✓
7/14/26

Vendor: 410750

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Sub-Ledger:
Page 38 85817

WAYNE, WV 25570 0070

TO: EARTHGRAINS BAKING CO. INC.
PO BOX 842437
BOSTON, MA

02284 2437

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
ATTN: LISA THOMPSON/LKT

Date: 7/10/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	FRESH BREAD PURCHASES FOR SCHOOL MEALS			17,500.00
	FOOD SERVICE SY27			

TOTAL 17,500.00

A C C O U N T

61.88710.13121.634.001.0000.0000.00

AMOUNT

17500.00

L. Thompson

7-10-26

T. -
7/14/26

Vendor: 433165

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Sub Ledger: A/P
Page 39 35822

WAYNE, WV 25570 0070

TO: IDENTIMETRICS, INC
115 YORK ROAD #2
JENKINTOWN, PA 19046 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070
(304) 272-5116
ATTN: LISA THOMPSON/LKT

ATTN:

Date: 7/10/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	TECHNOLOGY AGREEMENT SUBSCRIPTION FOR			9,000.00
	MEAL SERVICE FOR SCHOOL YEAR 27			
	FOOD SERVICE SY27			

TOTAL 9,000.00

A C C O U N T
61.88710.13121.734.001.0000.0000.00

AMOUNT
9000.00

L. Thompson
7-10-26
T. J.
7/14/26

Vendor: 209893

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 40

85824

WAYNE, WV 25570 0070

TO: CARNEGIE LEARNING INC.
4 SMITHFIELD ST, FL 8
PITTSBURGH, PA 15222 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070
(304) 272-5116
ATTN: MARY LOU PERRY

ATTN:

Date: 7/14/26

Ship:

Ref: ALD

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
1	EA 1 YEAR VIRTUAL PARTNERSHIP SUPPORT MATH STANDARD STRATEGIC SUCCESS SERVICES TITLE II QUOTE Q 71091		7,000.0000	7,000.00
TOTAL				7,000.00 *****

A C C O U N T
61.40611.12213.321.001.0000.0000.00

AMOUNT
7000.00

7/13/26
Mary Lou Perry
T. C. F.
7/22/24

Vendor: 692670

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Sub-Ledger:

Page 41

85826

WAYNE, WV 25570 0070

TO: SENTRY FIRE PROTECTION
PO BOX 1138
WAYNE, WV

25570 1138

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116

ATTN: LISA THOMPSON/LKT

Date: 7/10/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	HOOD AND ANSEL INSPECTIONS AND			10,000.00
	MAINTENANCE FOR FOOD SERVICE SY27			

TOTAL

10,000.00

A C C O U N T

61.88710.13121.636.001.0000.0000.00

AMOUNT

10000.00

L. Thompson

7-10-26

*T. +
7/14/26*

Vendor: 777565

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Sub-Ledger:
Page 42 85828

WAYNE, WV 25570 0070

TO: UNITED DAIRY, INC.
508 ROANE STREET
CHARLESTON, WV 25302 2024

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070
(304) 272-5116
ATTN: LISA THOMPSON/LKT

ATTN:

Date: 7/10/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	DAIRY PURCHASES FOR MEAL SERVICE			150,000.00
	FOOD SERVICE SY27			
			TOTAL	150,000.00

A C C O U N T
61.88710.13121.634.001.0000.0000.00

AMOUNT
150000.00

L. Thompson

7/10/26

T. [Signature]
7/14/26

Vendor: 723600

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 43

85829

WAYNE, WV 25570 0070

TO: US FOODS-WV DIVISION
PO BOX 899
HURRICANE, WV

25526 0899

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
ATTN: LISA THOMPSON/LKT

Date: 7/10/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	NON FOOD PURCHASES FOR MEAL SERVICE			50,000.00
	FOOD SERVICE SY27			

TOTAL	50,000.00

A C C O U N T

61.88710.13121.636.001.0000.0000.00

AMOUNT

50000.00

L. Thompson

7-10-26

T. L.
7/14/26

Vendor: 723600

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

85830

WAYNE, WV 25570 0070

TO: US FOODS-WV DIVISION
PO BOX 899
HURRICANE, WV 25526 0899SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070

ATTN:

(304) 272-5116
ATTN: LISA THOMPSON/LKT

Date: 7/10/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
				1,750,000.00
	FOOD PURCHASES FOR MEAL SERVICE PER BID			
	CONTRACT FOOD SERVICE SY27			
			TOTAL	1,750,000.00 *****

A C C O U N T

61.88710.13121.634.001.0000.0000.00

AMOUNT

1750000.00

*L. Sharp**7-10-26**T. L.*
7/14/26

Vendor: 822885

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

85834

WAYNE, WV 25570 0070

TO: WV DEPT. OF AGRICULTURE
908 BULLITT STREET
CHARLESTON, WV 25301 0000SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070

ATTN:

(304) 272-5116
ATTN: LISA THOMPSON/LKT

Date: 7/10/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	FOOD SUPPLIES INCLUDING DONATED FOODS, SHIPPING, HANDLING, PROCESSING FEES ASSOCIATED WITH DONATED FOODS FROM USDA FOOD SERVICE SY27			50,000.00
			TOTAL	50,000.00 *****

A C C O U N T

61.88710.13121.634.001.0000.0000.00

AMOUNT

50000.00

*L. Thompson**7-10-26**T. J.*
7/14/26

Vendor: 115976 P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

WAYNE, WV 25570 0070

TO: ADVANTAGE TECHNOLOGIES LLC
950 KANAWHA BLVD E
CHARLESTON, WV
25301 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV
25570 0070
(304) 272-5116
ATTN: JOSEPH BIAS

ATTN:

Date: 7/10/26

Ship:

Ref: JB / ERICA

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
				27,120.00

EXTREME / AEROHIVE RENEWAL UNIT:

WVDE NET CONTRACT NO. REN-0003

QTY 2712 @ \$10.00 = \$27,120.00

TECHNOLOGY DEPARTMENT

TOTAL 27,120.00

A C C O U N T
11.99080.11111.694.001.0000.0000.00

AMOUNT
27120.00

Joseph Bias
7/14/24
T. [Signature]
7/15/24

Vendor: 209893

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

35864

WAYNE, WV 25570 0070

TO: CARNEGIE LEARNING INC.
4 SMITHFIELD ST, FL 8
PITTSBURGH, PA

15222 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116

ATTN: MARY LOU PERRY

Date: 7/14/26

Ship:

Ref: ALD

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
1	EA		26,000.0000	26,000.00
	ONSITE JOB EMBEDDED IN CLASSROOM SUPPORT			
1	EA		100,000.0000	100,000.00
	ONSITE JOB EMBEDDED IN CLASSROOM SUPPORT			
	ONSITE LEADERSHIP WALKTHROUGHS 20 UNITS			
	ONSITE JOB EMBEDDED IN SLASSROOM SUPPORT			
	20 UNITS			
	PL MATH ONSITE COACHING & SUPPORT			
	TITTLE I AND TITLE II			
			TOTAL	126,000.00

A C C O U N T

61.40611.12213.321.001.0000.0000.00
61.41611.12213.321.001.0000.0000.00

AMOUNT

26000.00
100000.00

Mary Lou Perry
7/14/26

T. J. K.
7/15/24

Vendor: 607835

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 48

TLC
85866

WAYNE, WV 25570 0070

TO: PEARSON ASSESSMENTS
5601 GREEN VALLEY DRIVE
5TH FLOOR
BLOOMINGTON, MN
55437 1099

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV
25570 0070
(304) 272-5116
ATTN: KIM KAHLE

ATTN:

Date: 7/14/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
4000	EA Q-INTERACTIVE SITE LICENSES FOR OSP STAFF ITEM #QNTRSITELIC ***** HIGH COST/HIGH ACUITY - SPECIAL PROG. QUOTE #437733 *****		1.7000	6,800.00

TOTAL 6,800.00

ACCOUNT
61.43631.21210.611.001.0000.0000.00

AMOUNT
6800.00

T. X
7/15/26

Vendor: 729500 P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70
WAYNE, WV 25570 0070

TO: STATIONERS, INC.
100 INDUSTRIAL LANE
P.O. BOX 2727
HUNTINGTON, WV
25727 2727

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV
25570 0070
(304) 272-5116
ATTN: TODD ALEXANDER / BYT

ATTN:

Date: 7/15/26

Ship:

Ref: TA/BYT

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	COUNTY-WIDE PURCHASE ORDER			62,000.00
	COPY PAPER AND DELIVERY			
	\$41.99 PER CASE			
	(APPROXIMATELY 148 CASES PER MONTH)			
	**			
	2026 - 2027 SCHOOL YEAR			

	GENERAL FUNDS			
			TOTAL	62,000.00

A C C O U N T
11.00000.11111.611.001.0000.0000.00

AMOUNT
62000.00

7/15/26

Vendor: 546350 P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

WAYNE, WV 25570 0070

TO: MINUTEMAN PRESS
817 8TH AVENUE
HUNTINGTON, WV

25701 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
ATTN: AMY SEXTON

Date: 7/15/26

Ship:

Ref: MLP/ALD

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
1	EA PRINTING FOR CORE KNOWLEDGE CURRICULUM EDUCATOR EFFECTIVENESS TITLE I		9,135.8700	9,135.87
TOTAL				9,135.87 *****

A C C O U N T

61.41611.11111.611.101.0000.0000.00

AMOUNT

9135.87

*Mary Lou Perry (HDS)
7/15/26
T. ✓
7/15/26*

Vendor: 644320

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

WAYNE, WV 25570 0070

Page 51

RMF

85881

TO: PURCHASE POWER
PO BOX 981026
BOSTON, MA

02298 1026

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116

ATTN: TODD ALEXANDER/RMF

Date: 7/16/26

Ship:

Ref: RMF

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	BLANKET PURCHASE ORDER FOR COST OF POSTAGE DURING THE 2026-2027 SCHOOL YEAR			
1	EA		6,000.0000	6,000.00
	ADMINISTRATIVE OFFICE - 30% - \$6,000.00			
1	EA		6,000.0000	6,000.00
	SUPERINTENDENT'S OFFICE - 30% - \$6,000.00			
1	EA		6,000.0000	6,000.00
	SPECIAL PROGRAMS - 30% - \$6,000.00			
1	EA		2,000.0000	2,000.00
	FOOD PROGRAM - 10% - \$2,000.00			
			TOTAL	20,000.00

A C C O U N T

11.00000.12211.531.001.0000.0000.00
11.00000.12321.531.001.0000.0000.00
11.00000.21210.531.001.0000.0000.00
61.88610.13121.531.001.0000.0000.00

AMOUNT

6000.00
6000.00
6000.00
2000.00

T. A. F.
7/17/26

Vendor: 239000

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

WAYNE, WV 25570 0070

TO: COLLINS EXCAVATING INC.
21273 ROUTE 52
FORT GAY, WV 25514 0000SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
ATTN: MATT STANLEY / BYT

Date: 7/16/26

Ship:

Ref: MS/BYT

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	CRUM BALL FIELD			5,700.00
	COMPLETE SEPTIC SYSTEM			
	1600 GAL. WITH LEACHING CHAMBERS			
	WITH STATE INSPECTION			

	MAINTENANCE SERVICE/REPAIRS FUND			

TOTAL

5,700.00

A C C O U N T

11.00000.12621.431.102.0000.0000.00

AMOUNT

5700.00

Handwritten signature and date 7/16/26

Vendor: 769320

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 53

LC
85685

WAYNE, WV 25570 0070

TO: TRI - DATA, INCORPORATED
1601 WASHINGTON AVENUE
HUNTINGTON, WV 25704 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070

ATTN:

(304) 272-5116
ATTN: OSP STAFF

Date: 7/06/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
----------	-------------	----------	------------	-------

BLANKET PURCHASE ORDER FOR CONTRACTED

15,000.00

SERVICES FOR SCANNING, INDEXING, STORING

AND DESTROYING OLD FILES AND DOCUMENTS

FOR THE 2026-2027 SCHOOL YEAR

TO BE BILLED ON A MONTHLY BASIS

COUNTY FUNDS SPECIAL PROGRAMS

TOTAL

15,000.00

ACCOUNT

11.00000.21210.351.001.0000.0000.00

AMOUNT

15000.00

Test
7/6/26

Vendor: 806100

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 54

RMF

85888

WAYNE, WV 25570 0070

TO: WAYNE COUNTY COMMISSION
PO BOX 248
WAYNE, WV

25570 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
ATTN: TODD ALEXANDER/RMF

Date: 7/16/26

Ship:

Ref: RMF

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	RESOURCE OFFICERS DURING THE 2026-2027 SCHOOL YEAR			
1	EA		50,400.0000	50,400.00
	WAYNE HIGH SCHOOL			
1	EA		50,400.0000	50,400.00
	TOLSIA HIGH SCHOOL			
1	EA		50,400.0000	50,400.00
	SPRING VALLEY HIGH SCHOOL			
			TOTAL	151,200.00

A C C O U N T

11.00000.11111.641.506.0000.0000.00
11.00000.11111.641.507.0000.0000.00
11.00000.11111.641.508.0000.0000.00

AMOUNT

50400.00
50400.00
50400.00

T. A. Alexander
7/17/26

Vendor: 220089

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

WAYNE, WV 25570 0070

Page 55

Vendor: A/P
BYT
85889

TO: CHAMP CONSTRUCTION LLC
MICAH MARCUM
2760 UPPER GRAGSTON CRK RD
PRICHARD, WV
25555 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV
25570 0070
(304) 272-5116
ATTN: TODD ALEXANDER / BYT

ATTN:

Date: 7/16/26

Ship:

Ref: TA/BYT

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
				53,150.00
	SPRING VALLEY HIGH SCHOOL			
	DIRECTIONAL BORE NORTH END			
	DIRECTIONAL BORE SOUTH END			
	PIPE / EQUIPMENT / STONE / 5 CONCRETE			
	CATCH BASINS AND ALL MATERIALS FOR			
	APPROXIMATELY 530 FT			

	MAINTENANCE SERVICE/REPAIRS FUND			
			TOTAL	53,150.00

A C C O U N T			AMOUNT	
11.00000.12621.431.508.0000.0000.00			53150.00	

T. C. f
7/16/26

Vendor: 184210 P/O R E Q U I S I T I O N
 WAYNE COUNTY SCHOOLS
 PO BOX 70

WAYNE, WV 25570 0070

TO: BOWLES RICE LLP
 PO BOX 1386
 CHARLESTON, WV

25325 1386

SHIP TO: WAYNE COUNTY BOARD OF EDUC
 PO BOX 70
 212 N. COURT STREET
 WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
 ATTN: TODD ALEXANDER/RMF

Date: 7/16/26

Ship:

Ref: RMF

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	BLANKET PURCHASE ORDER NUMBER ONE			10,000.00
	FOR LEGAL SERVICES/INVESTIGATIONS			
	DURING THE 2026-2027 SCHOOL YEAR			
	LEGAL SERVICES FUND			
			TOTAL	10,000.00

A C C O U N T
 11.00000.12318.341.001.0000.0000.00

AMOUNT
 10000.00

T. A. F.
7/17/26

Vendor: 440359

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

WAYNE, WV 25570 0070

Page 57

Sub Ledger: A/P
3YT
85894

TO: J & D HOME IMPROVEMENT LLC
REED'S HOME SOLUTIONS
2251 SYCAMORE MOUNTAIN
WILLIAMSON, WV
25661 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV
25570 0070
(304) 272-5116
ATTN: MATT STANLEY / BYT

ATTN:

Date: 7/16/26

Ship:

Ref: MS/BYT

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	FORT GAY PREK-8			7,750.00
	INSULATED ROOF DECK AND EXTERIOR WALLS			

	MAINTENANCE SERVICE/REPAIRS FUND			

TOTAL 7,750.00

A C C O U N T
11.00000.12621.431.101.0000.0000.00

AMOUNT
7750.00

T. C.
7/22/26

Vendor: 563490

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 58

85895

WAYNE, WV 25570 0070

TO: MULTITUDE FOODS LLC
PO BOX 1082
SCOTT DEPOT, WV
25560 0000SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
ATTN: LISA THOMPSON/LKT

Date: 7/17/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	MEAL BOX PURCHASES FOR SUMMER FEEDING			52,000.00
	MEAL BOX DISTRIBUTION SITES AT			
	WAYNE ELEMENTARY AND FORT GAY PK8			
	SUMMER FOOD SERVICE FUNDS SY26			
			TOTAL	52,000.00

A C C O U N T

61.88620.13121.634.001.0000.0000.00

AMOUNT

52000.00

L. Thompson
7-17-2026
T. C. F.
7/17/26

Vendor: 449600 P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

WAYNE, WV 25570 0070

TO: JOHNSON PRINTING CO.
1948 GREEN VALLEY RD
HUNTINGTON, WV
25701 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV
25570 0070
(304) 272-5116
ATTN: TODD ALEXANDER/RMF

ATTN:

Date: 7/20/26

Ship:

Ref: RMF

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	COUNTY-WIDE BLANKET PURCHASE ORDER			38,199.00
	SUMMER PRINTING NEEDS FOR THE 2026-2027			
	SCHOOL YEAR.			
	PRINTING FUNDS			
			TOTAL	38,199.00

A C C O U N T			AMOUNT	
11.00000.11111.551.001.0000.0000.00			38199.00	

T. f.
7/20/26

Vendor: 440700

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 60 : A/P
BYT 85914

WAYNE, WV 25570 0070

TO: J & V PUMP REPAIR
PO BOX 964
LAVALETTE, WV 25535 0964

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV 25570 0070
(304) 272-5116
ATTN: TODD ALEXANDER / BYT

ATTN:

Date: 7/22/26

Ship:

Ref: TA/BYT

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	EAST LYNN ELEMENTARY			20,400.00
	PLANT SAND REPLACEMENT			
	REMOVAL OF USED SAND OUT OF SAND PITS			
	DISPOSAL OF USED SAND IN DUMPSTER AND			
	HAULED OUT, RENTAL OF CRANE TRUCK			

	MAINTENANCE SERVICE/REPAIRS FUND			
			TOTAL	20,400.00

A C C O U N T
11.00000.12621.431.216.0000.0000.00

AMOUNT
20400.00

T. A. f
7/22/26

Vendor: 846100 P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

WAYNE, WV 25570 0070

TO: WORKINGMAN'S FAMILY STORE
140 5TH AVENUE
HUNTINGTON, WV
25701 0000

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV
25570 0070
(304) 272-5116
ATTN: LISA THOMPSON/LKT

ATTN:

Date: 7/22/26

Ship:

Ref:

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	COOK UNIFORM ALLOWANCE FOR SCHOOL YEAR 2027 FOOD SERVICE SY 27			19,000.00
			TOTAL	19,000.00 *****

A C C O U N T
61.88610.13121.636.001.0000.0000.00

AMOUNT
19000.00

L. Thompson
7-22-2026
T. C. F.
7/22/26

Vendor: 644320

P/O R E Q U I S I T I O N
WAYNE COUNTY SCHOOLS
PO BOX 70

Page 62

RMF
85920

WAYNE, WV 25570 0070

TO: PURCHASE POWER
PO BOX 981026
BOSTON, MA

02298 1026

SHIP TO: WAYNE COUNTY BOARD OF EDUC
PO BOX 70
212 N. COURT STREET
WAYNE, WV

25570 0070

ATTN:

(304) 272-5116
ATTN: TODD ALEXANDER/RMF

Date: 7/22/26

Ship:

Ref: RMF

QUANTITY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	BLANKET PURCHASE ORDER FOR THE COST OF POSTAGE DURING THE 2026-2027 SCHOOL YEAR.			
1	EA		6,000.0000	6,000.00
1	EA	ADMINISTRATIVE OFFICE - 30% - \$6,000.00	6,000.0000	6,000.00
1	EA	SUPERINTENDENT'S OFFICE - 30% - \$6,000.00	6,000.0000	6,000.00
1	EA	SPECIAL PROGRAMS - 30% - \$6,000.00	2,000.0000	2,000.00
	FOOD PROGRAM - 10% - \$2,000.00			
			TOTAL	20,000.00 *****

A C C O U N T

11.00000.12211.531.001.0000.0000.00
11.00000.12321.531.001.0000.0000.00
11.00000.21210.531.001.0000.0000.00
61.88610.13121.531.001.0000.0000.00

AMOUNT

6000.00
6000.00
6000.00
2000.00

T. A. f
7/22/26

**THE BOARD OF EDUCATION OF THE COUNTY OF WAYNE
CONTRACT FOR SCHOOL YEAR 2026-2027**

THIS CONTRACT made and entered into the 1st day of July, 2026, by and between the BOARD OF EDUCATION OF THE COUNTY OF WAYNE ("Board") and Deborah Rowe of Wayne County, West Virginia ("Contractor").

WHEREAS, the Board determined a need for qualified Dietetic Services to provide such services to it and its students; and

WHEREAS, the Contractor employs and may contract with qualified parties to perform Dietetic Services; and

WHEREAS, the Board desires to purchase said services from the Contractor and the Contractor agrees to furnish said service to the Board on the terms set forth herein.

NOW, THEREFORE, WITNESSETH, the parties hereto agree as follows:

1. The Contractor agrees to provide Special Diet Menus. Any such documentation becomes the property of the Board of Education.
2. The Contractor shall be compensated \$75.00 per hour, as verified by the Food Service Director. Contractor shall certify on an itemized invoice of the services rendered by the 30th of the month.
3. The Contractor shall be paid on the 10th day of each month, subject to the completion and submission of all reports required by this contract.
4. The Contractor shall not be considered an employee of the Board. Additionally, the Contractor shall:
 - a. Assume full responsibility for any damages caused by his/her negligence or that of his/her employees or agents.
 - b. Make all proper income tax and social security deductions and payments and file all returns and forms in connection therewith;

- c. Comply with all laws, federal and state, that may regulate the performance of this contract and keep records showing such compliance, and furnish proof of such compliance to the Board as it may rightfully demand;
 - d. Comply with all requirements of West Virginia State Board of Education Policy 4336 (126 CSR 92);
 - e. Shall obtain and maintain certification as a Registered Dietician. The Contractor agrees to provide a criminal record check to the Board at the Contractor's expense on its personnel before the Board grants unaccompanied contact with students or unaccompanied access to school grounds when children are present in accordance with the West Virginia Code 18-5-15c€;
 - f. Shall have at all times a valid West Virginia Business License.
 - g. Shall observe the requirements and restrictions concerning the disclosure of student information as contained in the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Individuals with Disabilities Act Regulations (34 C.F.R. 300.560 – 300.576) and shall not disclose any student information that may be acquired in connection with the performance of this contract without first obtaining the written consent of the parents.
5. This contract may be terminated for cause based upon deficiencies in the contractor's records or failure to observe the contractual obligations set forth herein.
 6. The term of this contract shall begin on July 1, 2026, and shall end on June 30, 2027. The Board may elect to provide such notice to terminate this contract based upon its intention to rebid the contract or any other reasons within its sole discretion.
 7. This contract may be assigned without the prior written consent of the Wayne County Board of Education.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this agreement as of the day and year first written above and acknowledged by the following signatures and seals:

**THE BOARD OF EDUCATION OF THE
COUNTY OF WAYNE,**

Superintendent

INDEPENDENT CONTRACTOR,

Deborah S Rowe RDN, LD

Contractor/Owner

		Commission on Dietetic Registration the credentialing agency for the  Academy of Nutrition and Dietetics
CDR certifies that Deborah S Rowe has successfully completed requirements for dietetic registration.		PDF Copy
<i>Deborah S Rowe RDN, LD</i> Signature		
Registration I.D. Number 804158		Registered Dietitian (RD) Registered Dietitian Nutritionist (RDN)
Registration Payment Period 9/01/26 - 8/31/27		 Callen Towksbury, PhD, MPH, RD, CSOWM, LDN, FAND Chair, Commission on Dietetic Registration

LEASE AGREEMENT RENEWAL

The Wayne County Board of Education, meeting in Regular session on Tuesday, July 28, 2026, approved the renewal of the Lease Agreement between D & P Developers, Inc. and the Wayne County Board of Education for said parcel of land for the purpose of a parking facility for its employees.

This agreement is for one (1) year beginning July 1, 2026, and ending June 30, 2027, at the annual rate of \$6,138.00.

D & P Developers, Inc.

President
Wayne County Board of Education

Date _____

Date _____

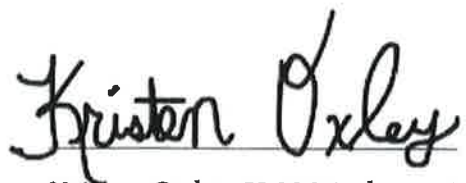
This agreement is entered into by and between, Kristen Oxley and Wayne County Schools. The term of this Agreement shall begin on August 1, 2026, and shall continue through its termination date of June 30, 2027.

The specific terms of this Agreement are as follows:

1. Provide services for the Math4Life Initiative
2. Sessions are \$387.50 per session.
3. Parties agree to no more than 24 sessions for a total of \$9,300.00
4. Funding Source – WVSIPP Grant Funds (Step 7d)

Tentative Estimate of Sessions/Tasks:

- August – 3 sessions (Curriculum Mapping and Planning) \$1162.50
- September – 3 sessions (Math Cadre – Annual Planning Meeting) \$1162.50
- October – 3 sessions (Math Cadre & Mathematics Mapping) \$1162.50
- November – 4 sessions (Math Field Day Planning/PD -Countywide CD Day) \$1550.00
- February – 1 session (Math Cadre) \$387.50
- March – 3 sessions (Math Cadre – SAT Boot Camp Resource Planning) \$1162.50
- April – 3 sessions (Math Cadre - Planning for Textbook Renewals) \$1162.50
- May – 4 sessions (Curriculum Resource Analysis & 2025-2026 Planning) \$1550.00



Kristen Oxley, K-12 Mathematics Curriculum Specialist



Tonji Bowen, Coordinator of Curriculum and Intervention, Wayne County Schools



AGREEMENT

THIS AGREEMENT made and executed this 1st day of July 2026 by and between Mountain State Educational Services Cooperative (ESC), a West Virginia LEA and THE BOARD OF EDUCATION OF THE COUNTY OF WAYNE (hereafter referred to as "The Board").

WITNESSETH

WHEREAS, Mountain State ESC has experience in the provision of classroom aide services; and

WHEREAS, The Board wishes to receive classroom aide services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the parties agree as follows:

1. Duties of Mountain State ESC

- 1.1 Services: This agreement will detail the partnership between Mountain State ESC and The Board with regards to providing visual impairment services by hiring one (1) at-will Itinerant Classroom Associate for the 2026-2027 school year. The hired Itinerant Classroom Associate will be a will and pleasure full-time employee of Mountain State ESC. The Itinerant Classroom Associate will be responsible for assisting visually impaired teachers in Wayne County with classroom management and organization by providing support in preparing and distributing instructional materials; setup and operation of classroom technology and equipment; facilitating communication between the teacher and students; supervising students during classroom activities, recess, and other school functions; grading assignments and maintaining student records; ensuring the classroom environment is safe and conducive to learning; participating in professional development; and other duties as assigned by the teacher or school administration.
- 1.2 Invoice: Mountain State ESC will invoice the Board monthly.
- 1.3 Confidentiality: The parties agree to observe the requirements of the Family Education Rights and Privacy Act and the confidentiality of information requirements set forth in 34 C.F.R. 300.560 through 300.577. Provider shall ensure all educational and other records, either received from The Board or formulated during the 2026-2027 school year will be confidential.
- 1.4 Affordable Care Act: The parties hereby agree that Mountain State ESC shall be solely responsible for complying with any state and federal laws mandating the provision of health insurance to employees, including the Patient Protection and

Affordable Care Act ("ACA"). It is understood and agreed that all employees which are hired by Mountain State ESC are employees of Mountain State ESC and not common law employees of The Board. This notwithstanding, any requirement to offer health insurance coverage to employees hired by Mountain State ESC shall be assumed by Mountain State ESC. The parties further agree that any penalties or fines that may be assessed with respect to the failure of Mountain State ESC to offer health insurance to the employees hired by Mountain State ESC shall be assumed and paid solely by Mountain State ESC and that The Board shall be under no obligation to assume to pay any portion of such penalties or fines.

2. Duties of The Board

- 2.1 Contract Amount: The Board agrees to pay Mountain State ESC \$26,160.00 salary plus fringe and a 7% administrative fee, for a total of \$55,668.34 for the Itinerant Classroom Associate hired by Mountain State ESC. The Board also agrees to reimburse Mountain State ESC for any costs associated with unemployment claims, travel, supplies, software, and conferences attended by the Itinerant Classroom Associate.
- 2.2 Governing Law: This agreement was constructed and shall be enforced under the laws of West Virginia. Any action brought with respect hereto shall be brought in the state or federal courts located in West Virginia, and parties hereby expressly consent to the jurisdiction of such courts for such purpose.
- 2.3 Term: The term of this agreement shall be for the period of the 2026-2027 school year.
- 2.4 Entire Agreement: This agreement, including all attachments, exhibits and appendices, embodies the entire agreement of the parties with respect to the subject matter hereof. In the event of a conflict between the terms of any attachment, exhibit, or appendix, the terms of the agreement shall prevail. There are no promises, terms, conditions, or obligations other than those contained herein, and this agreement supersedes all previous communications or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, this **Agreement** has been executed by the parties by their duly authorized representatives as of the date first set forth above.

THE BOARD OF EDUCATION OF THE COUNTY OF WAYNE

 Superintendent Date _____

MOUNTAIN STATE EDUCATIONAL SERVICES COOPERATIVE


 Executive Director Date 5/18/26

**PURCHASING POLICIES AND PROCEDURES MANUAL
FOR LOCAL EDUCATIONAL AGENCIES**

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: Mountain State Educational Services Cooperative

Authorized Signature: _____



Date: _____

PURCHASING POLICIES AND PROCEDURES MANUAL FOR LOCAL EDUCATIONAL AGENCIES

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to jurisdiction of any court other than the Circuit Court of the county in which the Agency is located are hereby deleted. The parties may agree to nonbinding mediation prior to litigation.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a political subdivision of the State of West Virginia, the Agency is generally exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to a State agency or another local governmental agency, board or commission of the State of West Virginia upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, the Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The Agency is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Governmental contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

ACCEPTED BY:

Local Education Agency: _____
 Signed: _____
 Title: _____
 Date: _____

VENDOR:

Company Name: Mountain State ESC
 Signed: 
 Title: Executive Director
 Date: _____

Wayne Co Visually Impaired Madison Marcum

\$ 55,668.34

Fixed Charges/Benefits	Fixed Charges FY27	Object	
Professional Salary (Regular Pay)	1 Full time	111	\$ 26,160.00
Social Security	7.65%	221	\$ 2,001.24
Workers Comp WC*	0.2800%	261	\$ 73.25
Retirement III	7.50%	233	\$ 1,962.00
Dental/Optical			
Any		212	\$ 1,000.00
Health			
Employee w/Spouse and Children	\$20,030.00	211	\$ 20,030.00
			\$ -
Liability Insurance		523	\$ 800.00

Total Cost \$ 52,026.49

7% \$ 3,641.85

\$ 55,668.34



**Memorandum of Understanding
Between
Mountain State ESC and
Wayne County Schools**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Mountain State Educational Services Cooperative (ESC) and Wayne County Schools with regard to the hiring of Computer Technician(s) for the 2026-2027 school year.

Purpose

The purpose of the MOU is to establish the partnership between Mountain State ESC and Wayne County Schools to allow Mountain State ESC to employ full-time at-will **Computer Technician(s)**. The hired technician(s) will be a will and pleasure employee of Mountain State ESC. Wayne County Schools will pay Mountain State ESC \$46,716.00 salary, plus fringe and a 7% administrative fee, for a total of \$81,057.08 for each employed technician. Wayne County Schools agrees to reimburse Mountain State ESC for any costs associated with unemployment claims for the technicians hired by Mountain State.

Technician(s) will work under the oversight of the Technology Coordinator employed by Wayne County Schools.

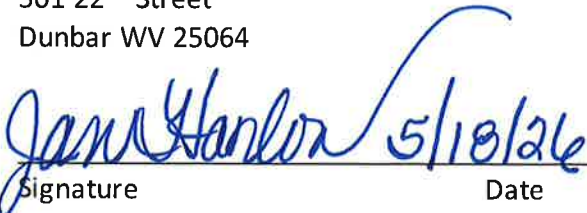
Duration

The MOU is at-will and may be modified by mutual consent of authorized officials from Mountain State ESC and/or Wayne County Schools. This MOU shall become effective upon signature by the authorized officials from Mountain State ESC and Wayne County Schools and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Contact Information

Mountain State ESC
Jan Hanlon
Executive Director
501 22nd Street
Dunbar WV 25064

Wayne County Schools
Todd Alexander
Superintendent
PO Box 70
Wayne WV 25570



Signature Date

Signature Date

**PURCHASING POLICIES AND PROCEDURES MANUAL
FOR LOCAL EDUCATIONAL AGENCIES**

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: Mountain State Educational Services Cooperative

Authorized Signature: _____



Date: _____

PURCHASING POLICIES AND PROCEDURES MANUAL FOR LOCAL EDUCATIONAL AGENCIES

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

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9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
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21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

ACCEPTED BY:

Local Education Agency: _____

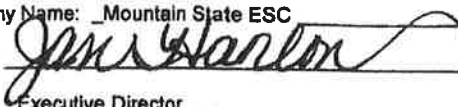
Signed: _____

Title: _____

Date: _____

VENDOR:

Company Name: Mountain State ESC

Signed:  _____

Title: Executive Director _____

Date: _____

Wayne Co Computer Tech - Keith Ramsey

\$ 81,057.08

Fixed Charges/Benefits	Fixed Charges FY27	Object	
Professional Salary (Regular Pay)	1 Full time	111	\$ 46,716.00
Social Security	7.65%	221	\$ 3,573.77
Workers Comp WC*	0.2800%	261	\$ 130.80
Retirement III	7.50%	233	\$ 3,503.70
Dental/Optical			
Any		212	\$ 1,000.00
Health			
Employee w/Spouse and Children	\$20,030.00	211	\$ 20,030.00
			\$ -
Liability Insurance		523	\$ 800.00

Total Cost \$ 75,754.28

7% \$ 5,302.80

\$ 81,057.08



**Wayne County Board of Education
Medicaid Contract Agreement**

The Medicaid Specialist will serve as the Medicaid billing agent for participating counties; provide coordination and support for the Medicaid reimbursement program; resolve discrepancies; and accurately prepare and submit quarterly Medicaid Cost Reports and Annual Cost Settlements for participating counties. The contract shall begin July 1, 2026 and end June 30, 2027.

I. MDESC agrees to provide the following Medicaid services:

- Act as an expert and assume responsibility for accurately preparing and submitting quarterly Medicaid Cost Reports and Annual Cost Settlements for participating counties.
- Gather and analyze data from a variety of sources in order to maximize reimbursements and complete required billing submissions.
- Be an effective communicator and act as a liaison between county special education directors, finance offices, WVDE Office of School Finance, Department of Human Services, Public Consulting Group, and any other persons or agencies involved in the preparation of reports.
- Maintain a database of Medicaid providers and their caseloads.
- Monitor Medicaid billing in specified counties.
- Issue reports to specified counties regarding billing status.
- Submit billing information to Medicaid carrier database; initiate electronic transmissions.
- Download reports from WVEIS for Medicaid.
- Prepare reports of Medicaid billing by summarizing billings, adjustments, and revenues received upon request.
- Maintain records and files for member counties with confidentiality for each student.
- Resolve disputed claims by gathering, verifying, and providing additional information; resolve discrepancies by examining and evaluating data; select corrective steps.
- Update job knowledge by participating in educational opportunities; reading professional publications; remaining current on Medicaid billing and reimbursement procedures; and attending WVDE trainings concerning Medicaid and training county Medicaid specialists on current and new billing procedures.

II. Contract Cost:

- 240-day employee
- Each county will pay \$17,000.00 for Medicaid services for fiscal year 2027.

COUNTY AUTHORIZATION

Superintendent Signature: _____ Date: _____

MDESC AUTHORIZATION

Executive Director: Jan Harlon Date: 5/18/26

**PURCHASING POLICIES AND PROCEDURES MANUAL
FOR LOCAL EDUCATIONAL AGENCIES**

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: Mountain State Educational Services Cooperative

Authorized Signature: _____



Date: _____

PURCHASING POLICIES AND PROCEDURES MANUAL FOR LOCAL EDUCATIONAL AGENCIES

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to jurisdiction of any court other than the Circuit Court of the county in which the Agency is located are hereby deleted. The parties may agree to nonbinding mediation prior to litigation.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a political subdivision of the State of West Virginia, the Agency is generally exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to a State agency or another local governmental agency, board or commission of the State of West Virginia upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, the Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The Agency is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
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21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

ACCEPTED BY:

Local Education Agency: _____

Signed: _____

Title: _____

Date: _____

VENDOR:

Company Name: Mountain State ESC

Signed:  _____

Title: Executive Director _____

Date: _____

Revised 07-12



AGREEMENT

THIS AGREEMENT made and executed this 1st day of July 2026 by and between Mountain State Educational Services Cooperative (ESC), a West Virginia LEA and THE BOARD OF EDUCATION OF THE COUNTY OF WAYNE (hereafter referred to as "The Board").

WITNESSETH

WHEREAS, Mountain State ESC has experience in the provision of nursing services; and

WHEREAS, The Board wishes to provide nursing services to students.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the parties agree as follows:

1. **Duties of Mountain State ESC**

- 1.1 Services: This agreement will detail the partnership between Mountain State ESC and The Board with regards to providing nursing services by hiring up to five (5) at-will LPNs for the 2026-2027 school year. The hired LPNs will be will and pleasure full-time employees of Mountain State ESC.
- 1.2 Invoice: Mountain State ESC will invoice the Board monthly.
- 1.3 Confidentiality: The parties agree to observe the requirements of the Family Education Rights and Privacy Act and the confidentiality of information requirements set forth in 34 C.F.R. 300.560 through 300.577. Provider shall ensure all educational and other records, either received from The Board or formulated during the 2026-2027 school year will be confidential.
- 1.4 Affordable Care Act: The parties hereby agree that Mountain State ESC shall be solely responsible for complying with any state and federal laws mandating the provision of health insurance to employees, including the Patient Protection and Affordable Care Act ("ACA"). It is understood and agreed that all employees which are hired by Mountain State ESC are employees of Mountain State ESC and not common law employees of The Board. This notwithstanding, any requirement to offer health insurance coverage to employees hired by Mountain State ESC shall be assumed by Mountain State ESC. The parties further agree that any penalties or fines that may be assessed with respect to the failure of Mountain State ESC to offer health insurance to the employees hired by Mountain State ESC shall be assumed and paid solely by Mountain State ESC and that The Board shall be under no obligation to assume to pay any portion of such penalties or fines.

- 2.1 Contract Amount: The Board will pay Mountain State ESC \$31,100.00 salary, plus fringe and 7% administrative fee, for a total of \$61,769.74 for each employed LPN during the 2026-2027 school year. The Board agrees to reimburse Mountain State ESC for any costs associated with unemployment claims for the LPNs hired by Mountain State ESC. All LPNs will work under the oversight of a Registered Nurse employed by The Board.
- 2.2 Governing Law: This agreement was constructed and shall be enforced under the laws of West Virginia. Any action brought with respect hereto shall be brought in the state or federal courts located in West Virginia, and parties hereby expressly consent to the jurisdiction of such courts for such purpose.
- 2.3 Term: The term of this agreement shall be for the period of the 2026-2027 school year.
- 2.4 Entire Agreement: This agreement, including all attachments, exhibits and appendices, embodies the entire agreement of the parties with respect to the subject matter hereof. In the event of a conflict between the terms of any attachment, exhibit, or appendix, the terms of the agreement shall prevail. There are no promises, terms, conditions, or obligations other than those contained herein, and this agreement supersedes all previous communications or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, this **Agreement** has been executed by the parties by their duly authorized representatives as of the date first set forth above.

THE BOARD OF EDUCATION OF THE COUNTY OF WAYNE

Superintendent

Date _____

MOUNTAIN STATE EDUCATIONAL SERVICES COOPERATIVE



Executive Director

Date 5/18/26

**PURCHASING POLICIES AND PROCEDURES MANUAL
FOR LOCAL EDUCATIONAL AGENCIES**

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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Vendor's Name: Mountain State Educational Services Cooperative

Authorized Signature: _____



Date: _____

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ACCEPTED BY:

Local Education Agency: _____

Signed: _____

Title: _____

Date: _____

VENDOR:

Company Name: Mountain State ESC

Signed:  _____

Title: Executive Director _____

Date: _____

Revised 07-12

Wayne Co LPN Services

\$ 61,769.74

Fixed Charges/Benefits	Fixed Charges FY27	Object	
Professional Salary (Regular Pay)	1 Full time	111	\$ 31,100.00
Social Security	7.65%	221	\$ 2,379.15
Workers Comp WC*	0.2800%	261	\$ 87.08
Retirement III	7.50%	233	\$ 2,332.50
Dental/Optical			
Any		212	\$ 1,000.00
Health			
Employee w/Spouse and Children	\$20,030.00	211	\$ 20,030.00
			\$ -
Liability Insurance		523	\$ 800.00

Total Cost \$ 57,728.73

Whitney Pendleton 7% \$ 4,041.01

Rachel Evans Per LPN \$ 61,769.74

Michele Perry

Alexis Forth



Memorandum of Understanding Wayne County Schools and Mountain State ESC

Wayne County Schools and Mountain State ESC agree to the following Memorandum of Understanding
for School Bus Driver Training

MSESC will perform the following with regard to School Bus Driver Training after receiving an official request to train a candidate from the authorized county designee.

MSESC will:

1. Contact the trainee and give an overview of the program, the expectations, and answer any questions.
2. Collect and maintain all appropriate paperwork pertaining to the trainee and review all paperwork for accuracy.
3. Schedule and coordinate classroom instruction for trainee.
4. Arrange for behind the wheel training – a minimum of 12 hours behind the wheel training will occur on county school buses during appropriate hours. Prior to thirty hours of behind the wheel training the transportation director will need to authorize any additional training hours and articulate going forward expectations for that trainee.
5. Pay for online training access with the understanding this cost will be reimbursed regardless of whether the candidate is successful or not.
6. Schedule and set up the CDL Driver Test utilizing a county bus for such test and provide escort when the driving test is given.
7. Schedule and Conduct the School Bus Certification Exam utilizing a county bus for such test. The examiner will be paid by MSESC with the understanding the cost will be reimbursed regardless of whether a candidate is successful or not.
8. Send final paperwork to Wayne County Schools when the trainee completes and passes the program.
9. Invoice Wayne County Schools with acceptable detailed documentation once a trainee is out of the program. The invoice will be for actual cost with a 15% administrative fee.

Wayne County Schools will:

1. Provide MSESC with an official request to train candidates with all contact information for the candidate.
2. Identify Wayne County Schools contact designee.
3. County designee will maintain communication with MSESC Training Administrator.
4. County designee will provide the documents required for certification, including but not limited to the physical examination form, drug and alcohol test results, motor vehicle record, background report, First Aid and CPR certification card and a copy of the CDL to the MSESC Training Administrator.
5. Wayne County will reimburse MSESC based on invoices of actual cost plus 15% administrative fee within a reasonable timeframe.

Signature of Authorized Agent

Title

Date

Janet Hanlon
Executive Director, Mountain State ESC

Ex. Director
Title

5/18/26
Date

**PURCHASING POLICIES AND PROCEDURES MANUAL
FOR LOCAL EDUCATIONAL AGENCIES**

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

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Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: Mountain State Educational Services Cooperative

Authorized Signature: _____



Date: _____

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ACCEPTED BY:

Local Education Agency: _____

Signed: _____

Title: _____

Date: _____

VENDOR:

Company Name: Mountain State ESC

Signed:  _____

Title: Executive Director _____

Date: _____

Revised 07-12



AGREEMENT

THIS AGREEMENT made and executed this 1st day of July 2026 by and between Mountain State Educational Services Cooperative (ESC), a West Virginia LEA and THE BOARD OF EDUCATION OF THE COUNTY OF WAYNE (hereafter referred to as "The Board").

WITNESSETH

WHEREAS, Mountain State ESC has experience in facilitating Region 2 Math Field Day;
and

WHEREAS, The Board wishes to facilitate Region 2 Math Field Day.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the parties agree as follows:

1. Duties of Mountain State ESC

- 1.1 Services: This agreement will detail the partnership between Mountain State ESC and The Board with regards to facilitating Region 2 Math Field Day in 2027. The Board will pay Mountain State ESC \$4,000.00 to facilitate Region 2 Math Field Day.
- 1.2 Invoice: Mountain State ESC will invoice The Board for the full amount upon completion of Region 2 Math Field Day.
- 1.3 Confidentiality: The parties agree to observe the requirements of the Family Education Rights and Privacy Act and the confidentiality of information requirements set forth in 34 C.F.R. 300.560 through 300.577. Provider shall ensure all educational and other records, either received from The Board or formulated during the 2026-2027 school year will be confidential.

2. Duties of The Board

- 2.1 Contract Amount: The contracted amount will be \$4,000.00. This amount will include the cost of writing tests, proof reading tests, snacks, lunch, trophies, t-shirts, the facilitation of the quantitative exam, supplies, state Math Field Day dues, and labor.
- 2.2 Governing Law: This agreement was constructed and shall be enforced under the laws of West Virginia. Any action brought with respect hereto shall be brought in the state or federal courts located in West Virginia, and parties hereby expressly consent to the jurisdiction of such courts for such purpose.

- 2.5 Entire Agreement: This agreement, including all attachments, exhibits and appendices, embodies the entire agreement of the parties with respect to the subject matter hereof. In the event of a conflict between the terms of any attachment, exhibit, or appendix, the terms of the agreement shall prevail. There are no promises, terms, conditions, or obligations other than those contained herein, and this agreement supersedes all previous communications or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, this **Agreement** has been executed by the parties by their duly authorized representatives as of the date first set forth above.

THE BOARD OF EDUCATION OF THE COUNTY OF WAYNE

Superintendent

Date _____

MOUNTAIN STATE EDUCATIONAL SERVICES COOPERATIVE



Executive Director

Date 5/18/26

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Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: Mountain State Educational Services Cooperative

Authorized Signature: _____



Date: _____

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5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to a State agency or another local governmental agency, board or commission of the State of West Virginia upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, the Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The Agency is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Governmental contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

ACCEPTED BY:

Local Education Agency: _____

Signed: _____

Title: _____

Date: _____

VENDOR:

Company Name: Mountain State ESC

Signed:  _____

Title: Executive Director _____

Date: _____

Revised 07-12



AGREEMENT

THIS AGREEMENT made and executed this 1st day of July 2026 by and between Mountain State Educational Services Cooperative (ESC), a West Virginia LEA and THE BOARD OF EDUCATION OF THE COUNTY OF WAYNE (hereafter referred to as "The Board").

WITNESSETH

WHEREAS, Mountain State ESC desires to provide high quality, cost effective services to the county school Boards in an effort to maximize county funds while receiving needed services, and

WHEREAS, The Board wishes to provide a **Communications Specialist** for a shared service position to include Wayne County Schools.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the parties agree as follows:

1. **Duties of Mountain State ESC**

- 1.1 **Services**: This agreement will detail the partnership between Mountain State ESC and The Board with regards to providing a Communications Specialist for Wayne County Schools for the 2026-2027 school year. The hired Communications Specialist will be a will and pleasure full-time employee of Mountain State ESC.
- 1.2 **Invoice**: Mountain State ESC will invoice the Board monthly.
- 1.3 **Confidentiality**: The parties agree to observe the requirements of the Family Education Rights and Privacy Act and the confidentiality of information requirements set forth in 34 C.F.R. 300.560 through 300.577. Provider shall ensure all educational and other records, either received from The Board or formulated during the 2026-2027 school year will be confidential.
- 1.4 **Affordable Care Act**: The parties hereby agree that Mountain State ESC shall be solely responsible for complying with any state and federal laws mandating the provision of health insurance to employees, including the Patient Protection and Affordable Care Act ("ACA"). It is understood and agreed that all employees which are hired by Mountain State ESC are employees of Mountain State ESC and not common law employees of The Board. This notwithstanding, any requirement to offer health insurance coverage to employees hired by Mountain State ESC shall be assumed by Mountain State ESC. The parties further agree that any penalties or fines that may be assessed with respect to the failure of

Mountain State ESC to offer health insurance to the employees hired by Mountain State ESC shall be assumed and paid solely by Mountain State ESC and that The Board shall be under no obligation to assume to pay any portion of such penalties or fines.

2. Duties of The Board

- 2.1 Contract Amount: The contracted amount will be \$32,324.60.
- 2.2 Governing Law: This agreement was constructed and shall be enforced under the laws of West Virginia. Any action brought with respect hereto shall be brought in the state or federal courts located in West Virginia, and parties hereby expressly consent to the jurisdiction of such courts for such purpose.
- 2.3 Term: The term of this agreement shall be for the period of the 2026-2027 school year.
- 2.4 Entire Agreement: This agreement, including all attachments, exhibits and appendices, embodies the entire agreement of the parties with respect to the subject matter hereof. In the event of a conflict between the terms of any attachment, exhibit, or appendix, the terms of the agreement shall prevail. There are no promises, terms, conditions, or obligations other than those contained herein, and this agreement supersedes all previous communications or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, this **Agreement** has been executed by the parties by their duly authorized representatives as of the date first set forth above.

THE BOARD OF EDUCATION OF THE COUNTY OF WAYNE

Superintendent

Date _____

MOUNTAIN STATE EDUCATIONAL SERVICES COOPERATIVE



Executive Director

Date 5/18/26

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: Mountain State Educational Services Cooperative

Authorized Signature: _____



Date: _____

PURCHASING POLICIES AND PROCEDURES MANUAL FOR LOCAL EDUCATIONAL AGENCIES

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to jurisdiction of any court other than the Circuit Court of the county in which the Agency is located are hereby deleted. The parties may agree to nonbinding mediation prior to litigation.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
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ACCEPTED BY:

Local Education Agency: _____

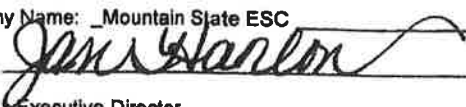
Signed: _____

Title: _____

Date: _____

VENDOR:

Company Name: Mountain State ESC

Signed:  _____

Title: Executive Director _____

Date: _____

Revised 07-12



**MEMORANDUM OF UNDERSTANDING BETWEEN MOUNTAIN STATE ESC,
LESLIE TYREE, ESQ. AND THE BOARD OF EDUCATION OF WAYNE COUNTY**

1. This agreement is entered into on this 1st day of July 2026 by and between Mountain State ESC, hereinafter referred to as "MSESC", the Board of Education of Wayne County, and Leslie K. Tyree, Esquire, hereinafter referred to as "Attorney".
2. As part of MSESC's mission to facilitate cooperative cost-effective measures among the Boards it serves in its region, it will function as the employer of Attorney, who will provide general legal services to the Boards including but not limited to rendering legal advice, reviewing contracts, bids, personnel matters, and provide representation with respect to citizen complaints, employee grievances, other personnel matters, FOIA requests, civil rights, and Title IX matters. The Board in turn will reimburse MSESC \$48,000.00 annually. MSESC will invoice the Board monthly.
3. The attorney client relationship is between the Board, and Attorney, Leslie K. Tyree.
4. Attorney understands and acknowledges that she will be a non-contractual will and pleasure employee of MSESC.
5. Attorney will maintain separate attorney client relationships as described in Rule 1.13 of the West Virginia Rules of Professional Conduct, with each Board she represents. Attorney will maintain confidentiality pursuant to Rule 1.6 of the Rules of Professional Conduct with each Board, i.e., Attorney will not disclose information about one Board client to another Board client, MSESC, or anyone else except as consented.
6. Should a conflict of interest arise between two or more Boards regarding a legal matter, Attorney will not provide legal advice or representation to any of the Boards with respect to the matter or a substantially related matter. Said conflict should not, however, preclude Attorney from continuing to provide other legal representation to the Boards.
7. The contract will be for a period of one year and will be renewed annually unless cancelled or adjusted by either party with thirty (30) days written notice.

Signature: Leslie Tyree Date: 5-18-26 Leslie Tyree, Esquire

Signature: Jane Harlan Date: 5/18/26 Executive Director, MSESC

Signature: _____ Date: _____ Superintendent, Wayne County

**PURCHASING POLICIES AND PROCEDURES MANUAL
FOR LOCAL EDUCATIONAL AGENCIES**

Page 98

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: Mountain State Educational Services Cooperative

Authorized Signature: _____



Date: _____

PURCHASING POLICIES AND PROCEDURES MANUAL FOR LOCAL EDUCATIONAL AGENCIES

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to jurisdiction of any court other than the Circuit Court of the county in which the Agency is located are hereby deleted. The parties may agree to nonbinding mediation prior to litigation.
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ACCEPTED BY:

Local Education Agency: _____

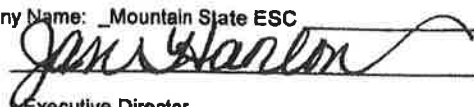
Signed: _____

Title: _____

Date: _____

VENDOR:

Company Name: Mountain State ESC

Signed:  _____

Title: Executive Director _____

Date: _____

Revised 07-12

**INDEPENDENT CONTRACTOR
AGREEMENT AND CONTRACT
FOR APPLIED BEHAVIOR ANALYSIS SERVICES
AND ASSISTANT FOR 2026-2027**

This Independent Contractor Agreement (the "Agreement") is made as of July 7, 2026, between the **WAYNE COUNTY BOARD OF EDUCATION** (the "**Board**"), a corporate body politic of the State of West Virginia, and **DIVERSIFIED ASSESSMENT AND THERAPY SERVICES**, of Kenova, WV, Business license, #2269-9690 (the "**Contractor**").

WHEREAS, the Board has determined a need for qualified private contracted Applied Behavior Analysis (ABA) services in order to more fully provide certain services to the Board and its students and employees, said services more specifically set out hereafter; and

WHEREAS, the Contractor herein is an independent contractor who is qualified to perform the hereinafter described services; and

WHEREAS, the Board desires to purchase and contract on an independent contractor basis with the Contractor herein to perform these contracted services; and

WHEREAS, the Board and the Contractor desire to enter into an agreement and contract which will define respective rights and duties as to all services to be performed;

NOW, THEREFORE, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

1. Services to be rendered by Contractor

Effective August 13, 2026 the services commencement date, the Board shall retain Contractor to provide competent and proficient Applied Behavior Analysis (ABA) services for preschool and/or school age students, and shall fully comply and adhere to the following requirements:

(A) Provide direct and/or indirect ABA services, base on the individual student's evaluation results and the planned intervention goals on the individual education plan (IEP).

(B) Maintain daily documentation for each student provided services and complete all required documents needed for Medicaid billing of eligible students in accordance with the State Department of Education regulations. Any such documentation shall be considered the property of the Wayne County Board of Education.

(C) Complete observations and evaluations of referred students and written reports as required by established procedures.

(E) Attend all parent conferences, team meetings, Individual Education Plan (IEP) conferences, and other student related meetings as needed to explain evaluation results, therapy services, and to develop IEPs.

(F) Perform other ABA services related to the above duties that may become necessary in order to comply with the above contracted requirements.

2. Compensation

- a) **Amount:** Contractor shall be compensated at the rate of **One Hundred Dollars (\$100.00)** per hour for each hour of direct or indirect services rendered by the Board Certified Behavior Analyst, BCBA, and **Forty Dollars (\$40.00)** per hour for each hour of direct services rendered by ABA Technicians, supervised and assigned by the BCBA, and **Twenty-five dollars (\$25.00)** per hour for each hour of direct services rendered by an ABA Technician Assistant. Contractor shall certify on an itemized invoice of the services rendered that shall reflect the actual hours worked by the last day of each month. The Board reserves and shall have the right to place a maximum number of hours that may be billed on per month basis by Contractor, by giving the Contractor written notice of such limitation of billing five (5) days in advance of the next monthly billing period.
- b) **Payment:** Contractor shall certify on an itemized invoice the services rendered by the last day of each month. Contractor shall not be compensated for holidays, days upon which school is canceled due to inclement weather or for other reasons, or other days or portions of days upon which students are not present. Contractor shall be paid by the 10th of each month, subject to the completion of and submission of all reports and invoice required by this contract.
- c) **Taxes:** Board shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other taxes, workers compensation, disability benefits or other legal requirements applicable to Contractor.

3. Expenses

Contractor shall be solely responsible for any and all expenses Contractor may incur.

4. Independent Contractor Status

- (a) **Status:** Contractor is an independent contractor of the Board. Nothing contained in this contract and agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- (b) **No Authority.** Contractor shall have no authority to act as agent for, or on behalf of, the Board, or to represent the Board, or bind the Board in any manner.
- (c) **No Employee Benefits.** The Contractor and its employees shall not be entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of the Board. FURTHER, the parties herein specifically agree that DIVERSIFIED THERAPIES AND ASSESSMENT, as a private independent

contractor, shall be solely responsible for complying with any state and federal laws mandating the provision of health insurance for any of its employees, including the Patient Protection and Affordable Care Act ("ACA"). It is understood and agreed by the parties that DIVERSIFIED ASSESSMENT AND THERAPY SERVICES is a private contractor and with regard to any employee relationship as such, any of its employees who are performing work under this present contract shall be considered at all times as employees of DIVERSIFIED ASSESSMENT AND THERAPY SERVICES as a private independent contractor, and said employees of DIVERSIFIED ASSESSMENT AND THERAPY SERVICES are not and shall not be considered at any time as common law employees of the Wayne County Board of Education. This notwithstanding, any requirement to offer health insurance coverage to its employees shall be assumed by DIVERSIFIED ASSESSMENT AND THERAPY SERVICES, as a private independent contractor, and any offer of health insurance made by DIVERSIFIED ASSESSMENT AND THERAPY SERVICES, as such a contractor, shall be considered an offer made by the Wayne County Board of Education. To the extent required by law, the parties are further agreed that the Wayne County Board of Education has paid a premium or surcharge for the services of the employees of DIVERSIFIED ASSESSMENT AND THERAPY SERVICES on the basis its employees are eligible to participate in a health plan sponsored by DIVERSIFIED ASSESSMENT AND THERAPY SERVICES as a private independent contractor. The parties further agree that any penalties or fines that may be assessed with respect to the failure of DIVERSIFIED ASSESSMENT AND THERAPY SERVICES, as a private independent contractor, to offer health insurance to its employees shall be assumed and paid solely by DIVERSIFIED ASSESSMENT AND THERAPY SERVICES, as a private independent contractor, and that the Wayne County Board of Education shall be under no obligation to assume or pay any portion of such penalties or fines.

- (d) **Responsibility.** Contractor shall assume full responsibility for any damages caused by Contractor's negligence.
- (e) **Taxes and Deductions.** Contractor shall make all proper income tax and social security deductions and payments and file returns and forms in connection with this contract and agreement.
- (f) **Compliance.** Contractor shall comply with all laws, federal and state, that may regulate the performance of this contract and keep records showing such compliance, and furnish proof of such compliance to the Board as it may rightfully demand.

5. Representations and Warranties.

The Board and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into this contract and agreement and that their entering into this contract and agreement and to each parties' knowledge the performance of their respective obligations under this contract and agreement, will not violate any contract or agreement between the Board or the

Contractor respectively and any other person, firm or organization or any law or government regulation.

6. Certification.

Contractor shall have and maintain proper certification of all employees at all times during the period of this contract, as is required for Contractor to legally perform the required duties of performance under the terms of this contract and agreement.

7. Licensure.

Contractor shall at all times during the period of this contract have and maintain a valid West Virginia business license as an independent contractor.

8. Background Check

- a. Fingerprinting/background checks are required by Bureau for Medical Services (BMS) Policy for all staff who sign billing forms for Medicaid eligible students. It is the responsibility of the Contractor to pay for these fingerprint/background checks. The fee is \$57.25 which covers the fingerprinting and the \$20 fee per staff member for WV Clearinghouse for Access: Registry & Employment Screening (WVCARES); Fingerprinting will be done through Morpho Trust USA with results sent to WVCARES. They will process the background check and provide a letter to the county that the staff member was approved or denied based upon the background check.
- b. Contractor agrees to provide a criminal record check to the Board at the Contractor's expense of any of Contractor's employees who will be working with county students, before the Board grants unaccompanied contact with students or unaccompanied access to school grounds when students are present in accordance with West Virginia Code 18-5c(e).

9. Confidential Information.

- a) Contractor shall not during the time of rendering services to the Board or after rendering such services, disclose to anyone other than authorized employees of the Board (or persons or entities designated by such duly authorized employees of the Board) or use to the benefit of the Contractor, any information of a confidential nature, including but not limited to, information relating to county students, administrators or staff.
- b) Contractor shall observe the requirements and restrictions concerning the disclosure of student information as contained in the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g) and the Individuals with Disabilities Education Act regulations (34 C.F.R. 300.560-300.576) and shall not disclose any

student information that may be acquired in connection with the performance of this contract.

10. Return of Property.

Upon termination of the contract and agreement, the Contractor shall return to the Board any textbooks, manuals, students' records, etc., that are related to this contract and agreement.

11. Term.

This contract and agreement shall commence on August 13, 2026 and shall continue and conclude on May 26, 2027, or June 30, 2027, if any school calendar changes occur during the school year, or unless earlier terminated in accordance with this contract and agreement.

12. Termination.

This contract may be terminated for cause by the Board based upon deficiencies in the Contractor's record or failure to observe the contractual obligations set forth herein. Further, the Board may elect to provide notice to terminate this contract based upon its intention to rebid the contract or any other reasons within its sole discretion.

Further, the parties are agreed that this contract may not be assigned without the prior written consent of the Wayne County Board of Education.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Contract and Agreement as of the day and year first above written and acknowledged by the following signatures and seals.

WAYNE COUNTY BOARD OF EDUCATION, by:

Mr. Todd Alexander, Superintendent

INDEPENDENT CONTRACTOR:



Diversified Assessment and Therapy Services

**INDEPENDENT CONTRACTOR
AGREEMENT AND CONTRACT FOR
PARENT EDUCATION RESOURCE CENTER
SERVICES COORDINATOR**

**Sarah Jones
2026-2027**

This Independent Contractor Agreement (the "Agreement") is made as of July 7, 2026, between the **WAYNE COUNTY BOARD OF EDUCATION** (the "**Board**"), a corporate body politic of the State of West Virginia, and **Sarah Jones**, a resident of Wayne, WV, a private contractor with a W. Va. state business license, # 2448-3545 (the "**Contractor**").

WHEREAS, the Board has determined a need for qualified private contracted Parent Education Resource Center Service Coordinator in order to more fully provide certain services to the Board and its students and employees, said services more specifically set out hereafter; and

WHEREAS, the Contractor herein is an independent contractor who is qualified to perform the hereinafter described services; and

WHEREAS, the Board desires to purchase and contract on an independent contractor basis with the Contractor herein to perform these contracted services; and

WHEREAS, the Board and the Contractor desire to enter into an agreement and contract which will define respective rights and duties as to all services to be performed;

NOW, THEREFORE, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

1. Services to be rendered by Contractor

Effective August 10, 2026 the services commencement date, the Board shall retain Contractor to operate and manage the Parent Education Resource Center (PERC), which promotes parent awareness of the services provided by Wayne County schools for children with special needs and their families. The contracted PERC Coordinator shall fully comply and adhere to the following requirements:

- (A) Develop and present regularly scheduled training programs for parents, educators and other interested community members based on assessed needs.
- (B) Manage the surrogate parent program to include recruitment, training, and completion of all required forms and documentation.
- (C) Maintain an updated lending library of materials, equipment and other resources for use by parents/guardians of special needs students.
- (D) Develop and distribute brochures and other literature to increase parents' and educators' awareness of the activities and resources of the PERC.

- (E) Maintain a log of all parents that call or visit the PERC for support and assistance. Maintain a log of all PERC activities each year and complete quarterly reports for the WVDE Office of Special Programs.
- (F) Plan, manage, and coordinate all PERC program activities, operations, and educational initiatives.

2. Compensation

- a) **Amount:** Contractor shall be compensated at the rate of **Thirty Dollars (\$30.00)** per hour for each hour of services rendered. The number of hours billed per week shall not exceed 40 hours. Contractor shall certify on an itemized invoice of the services rendered that shall reflect the actual hours worked by the last day of each month.
- b) **Payment:** Contractor shall certify on an itemized invoice the services rendered by the last day of each month. Contractor shall not be compensated for holidays, days upon which school is cancelled due to inclement weather or for other reasons, or other days or portions of days upon which students are not present. Contractor shall be paid by the 10th of each month, subject to the completion of and submission of all reports and invoice required by this contract.
- c) **Taxes:** Board shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other taxes, workers compensation, disability benefits or other legal requirements applicable to Contractor.

3. Expenses

Contractor shall be solely responsible for any and all expenses Contractor may incur.

4. Independent Contractor Status

- (a) **Status:** Contractor is an independent contractor of the Board. Nothing contained in this contract and agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- (b) **No Authority.** Contractor shall have no authority to act as agent for, or on behalf of, the Board, or to represent the Board, or bind the Board in any manner.
- (c) **No Employee Benefits.** Contractor shall not be entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of the Board. FURTHER, the parties herein specifically agree that Sarah Jones, WV State Business Registration # 2448-3545 as a private independent contractor, shall be solely responsible for complying with any state and federal laws mandating the provision of health insurance for herself or to any of her employees, including the

Patient Protection and Affordable Care Act (“ACA”). It is understood and agreed by the parties that Sarah Jones is a private contractor and with regard to any employee relationship as such, is an employee of SARAH JONES, # 2448-3545, private independent contractor, and is not a common law employee of the Wayne County Board of Education. This notwithstanding, any requirement to offer health insurance coverage to Sarah Jones or her employees shall be assumed by SARAH JONES, # 2448-3545, as a private independent contractor, and any offer of health insurance made by SARAH JONES, # 2448-3545 as such a contractor, shall be considered an offer made by the Wayne County Board of Education. To the extent required by law, the parties are further agreed that the Wayne County Board of Education has paid a premium or surcharge for the services of SARAH JONES on the basis that SARAH JONES is eligible to participate in a health plan sponsored by SARAH JONES, # 2448-3545 as a private independent contractor. The parties further agree that any penalties or fines that may be assessed with respect to the failure of SARAH JONES, # 2448-3545, as a private independent contractor, to offer health insurance to Sarah Jones or other employees shall be assumed and paid solely by SARAH JONES, # 2448-3545, as a private independent contractor, and that the Wayne County Board of Education shall be under no obligation to assume or pay any portion of such penalties or fines.

- (d) **Responsibility.** Contractor shall assume full responsibility for any damages caused by Contractor’s negligence.
- (e) **Taxes and Deductions.** Contractor shall make all proper income tax and social security deductions and payments and file returns and forms in connection with this contract and agreement.
- (f) **Compliance.** Contractor shall comply with all laws, federal and state, that may regulate the performance of this contract and keep records showing such compliance, and furnish proof of such compliance to the Board as it may rightfully demand.

5. Representations and Warranties.

The Board and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into this contract and agreement and that their entering into this contract and agreement and to each parties’ knowledge the performance of their respective obligations under this contract and agreement, will not violate any contract or agreement between the Board or the Contractor respectively and any other person, firm or organization or any law or government regulation.

6. Certification.

Contractor shall have and maintain proper certification at all times during the period of this contract, as is required for Contractor to legally perform the required duties of performance under the terms of this contract and agreement.

7. Licensure.

Contractor shall at all times during the period of this contract have and maintain a valid West Virginia business license as an independent contractor.

8. Background Check

Contractor agrees to provide a criminal record check to the Board at the Contractor's expense before the Board grants unaccompanied contact with students or unaccompanied access to school grounds when students are present in accordance with West Virginia Code 18-5c(e).

9. Confidential Information.

- a) Contractor shall not during the time of rendering services to the Board or after rendering such services, disclose to anyone other than authorized employees of the Board (or persons or entities designated by such duly authorized employees of the Board) or use to the benefit of the Contractor, any information of a confidential nature, including but not limited to, information relating to county students, administrators or staff.
- b) Contractor shall observe the requirements and restrictions concerning the disclosure of student information as contained in the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g) and the Individuals with Disabilities Education Act regulations (34 C.F.R. 300.560-300.576) and shall not disclose any student information that may be acquired in connection with the performance of this contract.

10. Return of Property.

Upon termination of the contract and agreement, the Contractor shall return to the Board any materials, manuals, students' records, etc., that are related to this contract and agreement.

11. Term.

This contract and agreement shall commence on August 10, 2026 and shall continue and conclude on May 26, 2027 or June 30, 2027, if any school calendar changes occur during the school year, or unless earlier terminated in accordance with this contract and agreement.

12. Termination.

This contract may be terminated for cause by the Board based upon deficiencies in the Contractor's record or failure to observe the contractual obligations set forth herein. Further, the Board may elect to provide notice to terminate this contract based upon its intention to rebid the contract or any other reasons within its sole discretion.

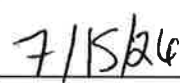
Further, the parties are agreed that this contract may not be assigned without the prior written consent of the Wayne County Board of Education.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Contract and Agreement as of the day and year first above written and acknowledged by the following signatures and seals.

WAYNE COUNTY BOARD OF EDUCATION, by:

Mr. Todd Alexander, Superintendent

INDEPENDENT CONTRACTOR:

SARAH JONES, Contractor (WV State Business License #2448-3545)

**INDEPENDENT CONTRACTOR AGREEMENT
AND CONTRACT
FOR MUSIC THERAPY SERVICES
2026-2027**

This Independent Contractor Agreement (the "Agreement") is made as of July 1, 2026, between the **WAYNE COUNTY BOARD OF EDUCATION** (the "**Board**"), a corporate body politic of the State of West Virginia, and **Nancy Asbury, DBA Mountaineer Music Therapy**, a resident of Huntington, WV, a private contractor with a W. Va. state business license, 2273-7459 (the "**Contractor**").

WHEREAS, the Board has determined a need for qualified private contracted Music Therapy Services in order to more fully provide certain services to the Board and its students and employees, said services more specifically set out hereafter; and

WHEREAS, the Contractor herein is an independent contractor who is qualified to perform the hereinafter described services; and

WHEREAS, the Board desires to purchase and contract on an independent contractor basis with the Contractor herein to perform these contracted services; and

WHEREAS, the Board and the Contractor desire to enter into an agreement and contract which will define respective rights and duties as to all services to be performed;

NOW, THEREFORE, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

1. Services to be rendered by Contractor

Effective August 13, 2026 the services commencement date, the Board shall retain Contractor to provide competent and proficient music therapy services for preschool and/or school age students.

2. Compensation

- a) **Amount:** Contractor shall be compensated at the rate of **Seventy Five Dollars (\$75.00)** per hour for each hour of **direct services rendered**. Contractor shall certify on an itemized invoice of the services rendered that shall reflect **the actual hours worked during the school day** (excluding lunch or breaks) by the last day of each month.
- b) **Payment:** Contractor shall certify on an itemized invoice the services rendered by the last day of each month. Contractor shall not be compensated for holidays, days upon which school is cancelled due to inclement weather or for other reasons, or other days or portions of days upon which students are not present. Contractor shall be paid by the 10th of each month, subject to the completion of and submission of all reports and invoice required by this contract.

- c) **Taxes:** Board shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other taxes, workers compensation, disability benefits or other legal requirements applicable to Contractor.

3. Expenses

Contractor shall be solely responsible for any and all expenses Contractor may incur.

4. Independent Contractor Status

- (a) **Status:** Contractor is an independent contractor of the Board. Nothing contained in this contract and agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- (b) **No Authority.** Contractor shall have no authority to act as agent for, or on behalf of, the Board, or to represent the Board, or bind the Board in any manner.
- (c) **No Employee Benefits.** Contractor shall not be entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of the Board. FURTHER, the parties herein specifically agree that Nancy Asbury, DBA Mountaineer Music Therapy, WV State Business Registration Account No. 2273-7459, as a private independent contractor, shall be solely responsible for complying with any state and federal laws mandating the provision of health insurance for herself or to any of her employees, including the Patient Protection and Affordable Care Act ("ACA"). It is understood and agreed by the parties that Nancy Asbury, DBA Mountaineer Music Therapy, is a private contractor and with regard to any employee relationship as such, is an employee of Nancy Asbury, DBA Mountaineer Music Therapy, #2273-7459, private independent contractor, and is not a common law employee of the Wayne County Board of Education. This notwithstanding, any requirement to offer health insurance coverage to Nancy Asbury, or her employees shall be assumed by Nancy Asbury, #2273-7459, as a private independent contractor, and any offer of health insurance made by Nancy Asbury, #2273-7459 as such a contractor, shall be considered an offer made by the Wayne County Board of Education. To the extent required by law, the parties are further agreed that the Wayne County Board of Education has paid a premium or surcharge for the services of Nancy Asbury, DBA Mountaineer Music Therapy on the basis that Nancy Asbury, is eligible to participate in a health plan sponsored by Nancy Asbury, #2273-7459, as a private independent contractor. The parties further agree that any penalties or fines that may be assessed with respect to the failure of Nancy Asbury, DBA Mountaineer Music Therapy, #2273-7459, as a private independent contractor, to offer health insurance to Nancy Asbury, or other employees shall be assumed and paid solely by Nancy Asbury, DBA Mountaineer Music Therapy, #2273-7459, as a private independent contractor, and that the Wayne County Board of Education shall be under no obligation to assume or pay any portion of such penalties or fines.

- (d) **Responsibility.** Contractor shall assume full responsibility for any damages caused by Contractor's negligence.
- (e) **Taxes and Deductions.** Contractor shall make all proper income tax and social security deductions and payments and file returns and forms in connection with this contract and agreement.
- (f) **Compliance.** Contractor shall comply with all laws, federal and state, that may regulate the performance of this contract and keep records showing such compliance, and furnish proof of such compliance to the Board as it may rightfully demand.

5. Representations and Warranties.

The Board and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into this contract and agreement and that their entering into this contract and agreement and to each parties' knowledge the performance of their respective obligations under this contract and agreement, will not violate any contract or agreement between the Board or the Contractor respectively and any other person, firm or organization or any law or government regulation.

6. Certification.

Contractor shall have and maintain proper certification at all times during the period of this contract, as is required for Contractor to legally perform the required duties of performance under the terms of this contract and agreement.

7. Licensure.

Contractor shall at all times during the period of this contract have and maintain a valid West Virginia business license as an independent contractor.

8. Background Check.

- a. Contractor agrees to provide a criminal record check to the Board at the Contractor's expense before the Board grants unaccompanied contact with students or unaccompanied access to school grounds when students are present in accordance with West Virginia Code 18-5c(e).

9. Confidential Information.

- a) Contractor shall not during the time of rendering services to the Board or after rendering such services, disclose to anyone other than authorized employees of the Board (or persons or entities designated by such duly authorized employees of the Board) or use to the benefit of the Contractor, any information of a confidential nature, including but not limited to, information relating to county students, administrators or staff.

- b) Contractor shall observe the requirements and restrictions concerning the disclosure of student information as contained in the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g) and the Individuals with Disabilities Education Act regulations (34 C.F.R. 300.560-300.576) and shall not disclose any student information that may be acquired in connection with the performance of this contract.

10. Return of Property.

Upon termination of the contract and agreement, the Contractor shall return to the Board any textbooks, manuals, students' records, etc., that are related to this contract and agreement.

11. Term.

This contract and agreement shall commence on August 13, 2026 and shall continue and conclude on May 26, 2027, or June 30, 2027 if any school calendar changes occur during the school year, or unless earlier terminated in accordance with this contract and agreement.

12. Termination.

This contract may be terminated for cause by the Board based upon deficiencies in the Contractor's record or failure to observe the contractual obligations set forth herein. Further, the Board may elect to provide notice to terminate this contract based upon its intention to rebid the contract or any other reasons within its sole discretion.

Further, the parties are agreed that this contract may not be assigned without the prior written consent of the Wayne County Board of Education.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Contract and Agreement as of the day and year first above written and acknowledged by the following signatures and seals.

WAYNE COUNTY BOARD OF EDUCATION, by:

Mr. Todd Alexander, Superintendent

INDEPENDENT CONTRACTOR:



Nancy Ashbury, DBA Mountaineer Music Therapy
(WV State Business License #2273-7459)

INDEPENDENT AUDIOLOGY CONTRACT AGREEMENT

This contract agreement, hereinafter referred to the “Agreement,” is entered into and made effective as of this 1st day of July, 2026

BETWEEN:

Wayne County Schools of 212 N Court Street Wayne West Virginia 25570
(the “Client”)

-AND-

Professional Hearing Solutions LLC of 375 Deer Run Sumerco West Virginia 25567
(the “Contractor”)

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services (as defined below) to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the “Services”) consisting of:
 - Otoscopy
 - Comprehensive Audiometric Evaluations
 - Impedance Testing
 - Central Auditory Processing Screenings
 - Provide counseling and consultations for students, families, education professionals, and community-based agencies regarding hearing loss, effects upon learning, techniques to improve communication abilities, and appropriate services available.
 - Monitor student progress with the use of assistive listening devices or treatment.
 - Maintain a record database to include the referral, evaluation, and treatments through discharge.

- Plan and conduct treatment programs for students with hearing difficulties, consulting with physicians, nurses, psychologists, and other healthcare professionals as necessary.
 - Make referrals to additional medical educational services as needed.
 - Provide professional development/training for pre-service and in-service to speech-language pathologists, teachers of the Deaf and Hard of Hearing, special educators, general educators, nurses, or other medical professionals regarding audiology.
 - Develop, supervise, and participate hearing screening programs.
 - Monitor cochlear implant recipients, providing habilitation/rehabilitation services and assistive listening devices to improve access to educational setting.
 - Complete classroom acoustic measurements.
 - Complete functional listening evaluations as requested.
 - Provide aural habilitation/rehabilitation that includes recommending, selecting, fitting, evaluating, and orientating the use of hearing aids and assistive listening devices including sound field systems and personal FM systems.
 - Complete equipment troubleshooting and repairs as needed.
 - Participate in SAT and IEP meetings as requested.
 - Maintain Equipment Inventory that includes the ordering, purchasing, and repairing of devices.
 - Create, conduct, and participate in community meetings regarding audiology and hearing impairments and services.
 - Participate in conferences/trainings to learn and share knowledge of new hearing disorder treatments and /or technologies.
 - Organize annual calibration of county audiometers.
2. The Services will also include any other tasks which the Parties may agree upon. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until June 30, 2027, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
4. In the event either Party wishes to terminate this Agreement prior to June 30, 2027, that Party will be required to provide at least a 30 days’ notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Location

6. The Contractor will render the Services anywhere the Contractor considers appropriate to the type and nature of the work required to complete the Services.

Currency

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

8. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:
 - Annual contract for direct and indirect services at \$20,000.00.
 - The Contractor will be entitled to invoice the Client monthly at a rate of \$2000.00 for ten (10) consecutive months beginning August 1, 2026.
 - The Client shall have 30 Days to pay the Contractor in the form of a check.
 - The ordering, purchasing, and repairing of devices is not included in this agreed amount and will follow the purchasing policy of the Client utilizing accounts established by the Contractor.
9. The Compensation as stated in this Agreement does not include sales tax or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.
10. If the Client does not pay the invoiced and required amount by the date stated in the invoice or as otherwise provided for in this Agreement, the Contractor shall be entitled to:
 - a. charge interest on the outstanding account at the rate of 2%, yearly (two percent, yearly);
 - b. require the Client to pay for the Services, or any remaining part of the Services, in advance;
 - c. cease performance of the Services completely or until payment is made, at the Service Provider's sole and exclusive discretion.

Reimbursement of Expenses

11. In connection with providing the Services hereunder, the Contractor will only be reimbursed for expenses that have been approved in advance.
12. The Contractor is permitted to charge for all reasonable and necessary costs and expenses incurred in performing Services, including but not limited to traveling, photocopying, courier services and postage, subject to agreement from the Client.
13. The Contractor will furnish vouchers to the Client for all such expenses.

Tax Statement

14. Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or

required to be paid by the Client or the Contractor shall be the sole and exclusive responsibility of each, respectively.

Additional Resources

15. The Client agrees to provide, for the use of the Contractor in providing the Services, the following resources:
- Internet Access
 - WVEIS Access
 - Printer Access

Client Obligations

16. During the provision of the Services, the Client hereby agrees to:
- a. cooperate with the Contractor for anything the Contractor may reasonably require;
 - b. provide any information and/or documentation needed by the Service Provider relevant to the provision of Services or payment for the provision of Services;
 - c. require any staff or agents of the Client to cooperate with and assist the Contractor as the Contractor may need

Ownership of Materials & Intellectual Property

17. All intellectual property and related materials (the "Intellectual Property") including related work in progress that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
18. The Contractor may not use the Intellectual Property for any purpose other than that contracted for this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

19. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, or confidential information which is the property of the Client.

Confidentiality

20. Each Party hereby acknowledges and agrees that they and the other party possess certain non-public Confidential information (as hereinafter defined) and may also possess Trade Secret information (as hereinafter defined) (collectively the "Proprietary Information") regarding their business operations and development. The Parties agree that the Proprietary Information is secret and valuable to each of their respective businesses and the Parties have entered into a business relationship, through which they will each have access to the other party's Proprietary Information. Each of the Parties desires to maintain the secret and private nature of any Proprietary Information given. "Receiving Party" refers to the Party that is receiving the

Proprietary Information and “Disclosing Party” refers to the Party that is disclosing the Proprietary Information.

- a. Confidential information refers to any information which is confidential and commercially valuable to either of the Parties. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs, or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to either of the Parties.
- b. Confidential information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.
- c. Confidential information shall not mean any information which:
 - i. Is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Receiving Party.
 - ii. Is already known, through legal means, to the Receiving Party
 - iii. Is given by the Disclosing Party to third parties, other than the Receiving Party, without any restrictions;
 - iv. Is given to the Receiving Party by any third party who legally has the Confidential Information and the right to disclose it; or
 - v. Is developed independently by the Receiving Party and the Receiving Party can show such independent development.
- d. “Trade Secret Information” shall be defined specifically as any formula, process, method, pattern, design, cost, or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.
- e. Both Parties hereby agree they shall:
 - i. Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and the Parties relationship with each other;
 - ii. Not disclose the Confidential Information via any unauthorized means to any third parties for a period of 3 (three) years following the termination of this Agreement;
 - iii. Not disclose the Trade Secret information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time.
 - iv. Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by the Disclosing Party.

Capacity/Independent Contractor

21. In providing the services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
22. The Contractor represents and warrants that it will perform the Services using reasonable care and skill for a Contractor in their field and that any end products or materials given by the Contractor to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

Notice

23. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of the Agreement as follows:
 - a. Wayne County Schools
212 N Court Street
Wayne West Virginia 25570
 - b. Professional Hearing Solutions, LLC
375 Deer Run
Sumarco West Virginia 25567

Indemnification

24. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which result from or arise out of any act of omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additional Clause

25. The Contractor under this Agreement does not accept speculative work.

Legal Action

26. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

27. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

28. Time is of the essence in this Agreement. No extensions or variation of this Agreement will operate as a waiver of this provision.

Assignment

29. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

30. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

31. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.

Titles/Headings

32. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

33. Words in singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

34. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law any other forum, by the laws of West Virginia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

35. This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by either Party.

Force Majeure

36. The Contractor is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Severability

37. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be

valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

38. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 1st day of July, 2026.

Signature: _____

Representative Name: _____

Representative Title: _____

Date: _____

Signature: **Nancy Gillispie, Au.D.** Digitally signed by Nancy Gillispie, Au.D.
Date: 2026.05.26 20:16:57 -04'00'

Representative Name: Nancy Gillispie AuD

Representative Title: owner

Date: May 26, 2026

**INDEPENDENT CONTRACTOR
AGREEMENT AND CONTRACT
FOR SPEECH/LANGUAGE THERAPY SERVICES**

Mary M. Lewis
2026-2027

This Independent Contractor Agreement (the "Agreement") is made as of July 7, 2026, between the **WAYNE COUNTY BOARD OF EDUCATION** (the "**Board**"), a corporate body politic of the State of West Virginia, and **Mary Michael Lewis**, a resident of Wayne County, a private contractor with a WV Board of Examiners License, #SLP-1044 (the "**Contractor**").

WHEREAS, the Board has determined a need for qualified private contracted Speech/Language Therapy Services in order to more fully provide certain services to the Board and its students and employees, said services more specifically set out hereafter; and

WHEREAS, the Contractor herein is an independent contractor who is qualified to perform the hereinafter described services; and

WHEREAS, the Board desires to purchase and contract on an independent contractor basis with the Contractor herein to perform these contracted services; and

WHEREAS, the Board and the Contractor desire to enter into an agreement and contract which will define respective rights and duties as to all services to be performed;

NOW, THEREFORE, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

1. Services to be rendered by Contractor

Effective August 13, 2026 the services commencement date, the Board shall retain Contractor to provide competent and proficient speech and language services for preschool and/or school age students, and shall fully comply and adhere to the following requirements:

- (A) Provide direct and/or indirect speech and language services, based on the individual student's evaluation results and the planned intervention goals on the individual education plan (IEP).
- (B) Maintain a daily therapy log for each student and complete all required documents needed for Medicaid billing of eligible students in accordance with the State Department of Education regulations. Any such documentation be considered the property of the Wayne County Board of Education.
- (C) Complete observations, screenings and evaluations of referred students and written reports as required by established procedures.
- (D) Conduct Eligibility Team Meetings and develop IEPs for students within required timelines based on students' identified needs for speech and language services.

(E) Attend all parent conferences, team meetings, Individual Education Plan (IEP) conferences, and other student related meetings as needed to explain evaluation results, therapy services, and to develop IEPs.

(F) Perform other speech and language services related to the above duties that may become necessary in order to comply with the above contracted requirements.

2. Compensation

- a) **Amount:** Contractor shall be compensated at the rate of **Fifty Five Dollars (\$55.00)** per hour for each hour of direct or indirect services rendered. Contractor shall certify on an itemized invoice of the services rendered that shall reflect the **actual hours worked during the school day** (excluding lunch or breaks) by the last day of each month. The number of hours billed **shall not exceed forty (40) hours per week**, however, if needed, the contractor may bill **up to seven (7) additional hours per month** for intermittent events (i.e. mass screening, Birth-3 meetings, SLP staff meetings, etc. Any additional events shall be listed individually on monthly invoices with the amount of time worked for each event.
- b) **Payment:** Contractor shall certify on an itemized invoice the services rendered by the last day of each month. Contractor shall not be compensated for holidays, days upon which school is cancelled due to inclement weather or for other reasons, or other days or portions of days upon which students are not present. Contractor shall be paid by the 10th of each month, subject to the completion of and submission of all reports and invoice required by this contract.
- c) **Taxes:** Board shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other taxes, workers compensation, disability benefits or other legal requirements applicable to Contractor.

3. Expenses

Contractor shall be solely responsible for any and all expenses Contractor may incur.

4. Independent Contractor Status

- (a) **Status:** Contractor is an independent contractor of the Board. Nothing contained in this contract and agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- (b) **No Authority.** Contractor shall have no authority to act as agent for, or on behalf of, the Board, or to represent the Board, or bind the Board in any manner.
- (c) **No Employee Benefits.** Contractor shall not be entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of the Board. FURTHER, the parties herein specifically agree that Mary Michael Lewis, State License No. SLP-1044 as a private independent contractor, shall be solely responsible for complying with any state and federal laws mandating the provision of health insurance for herself or to any of her employees, including the

Patient Protection and Affordable Care Act ("ACA"). It is understood and agreed by the parties that Mary Michael Lewis is a private contractor and with regard to any employee relationship as such, private independent contractor, and is not a common law employee of the Wayne County Board of Education. This notwithstanding, any requirement to offer health insurance coverage to Mary Michael Lewis, as a private independent contractor, and any offer of health insurance made as such a contractor, shall be considered an offer made by the Wayne County Board of Education. To the extent required by law, the parties are further agreed that the Wayne County Board of Education has paid a premium or surcharge for the services of Mary Michael Lewis on the basis that Mary Michael Lewis is eligible to participate in a health plan sponsored as a private independent contractor. The parties further agree that any penalties or fines that may be assessed with respect to the failure of Mary Michael Lewis, #SLP-1044, as a private independent contractor, to offer health insurance to Mary Michael Lewis, as a private independent contractor, and that the Wayne County Board of Education shall be under no obligation to assume or pay any portion of such penalties or fines.

- (d) **Responsibility.** Contractor shall assume full responsibility for any damages caused by Contractor's negligence.
- (e) **Taxes and Deductions.** Contractor shall make all proper income tax and social security deductions and payments and file returns and forms in connection with this contract and agreement.
- (f) **Compliance.** Contractor shall comply with all laws, federal and state, that may regulate the performance of this contract and keep records showing such compliance, and furnish proof of such compliance to the Board as it may rightfully demand.

5. Representations and Warranties.

The Board and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into this contract and agreement and that their entering into this contract and agreement and to each parties' knowledge the performance of their respective obligations under this contract and agreement, will not violate any contract or agreement between the Board or the Contractor respectively and any other person, firm or organization or any law or government regulation.

6. Certification.

Contractor shall have and maintain proper certification at all times during the period of this contract, as is required for Contractor to legally perform the required duties of performance under the terms of this contract and agreement.

7. Licensure.

Contractor shall at all times during the period of this contract have and maintain a valid West Virginia business license as an independent contractor. Contractor will hold a current WV Professional Student Support Certificate as a Speech/Language Pathologist or a certificate for Speech and Hearing Therapy. Contractor must also hold or obtain licensure by the WV Board of Speech/Language Pathology and Audiology.

8. Background Check

- a. Fingerprinting/background checks are required by Bureau for Medical Services (BMS) Policy for all staff who sign billing forms for Medicaid eligible students. It is the responsibility of the Contractor to pay for these fingerprint/background checks. The fee is \$57.25 which covers the fingerprinting and the \$20 fee per staff member for WV Clearinghouse for Access: Registry & Employment Screening (WVCARES); Fingerprinting will be done through Morpho Trust USA with results sent to WVCARES. They will process the background check and provide a letter to the county that the staff member was approved or denied based upon the background check.
- b. Contractor agrees to provide a criminal record check to the Board at the Contractor's expense before the Board grants unaccompanied contact with students or unaccompanied access to school grounds when students are present in accordance with West Virginia Code 18-5c(e).

9. Confidential Information.

- a) Contractor shall not during the time of rendering services to the Board or after rendering such services, disclose to anyone other than authorized employees of the Board (or persons or entities designated by such duly authorized employees of the Board) or use to the benefit of the Contractor, any information of a confidential nature, including but not limited to, information relating to county students, administrators or staff.
- b) Contractor shall observe the requirements and restrictions concerning the disclosure of student information as contained in the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g) and the Individuals with Disabilities Education Act regulations (34 C.F.R. 300.560-300.576) and shall not disclose any student information that may be acquired in connection with the performance of this contract.

10. Return of Property.

Upon termination of the contract and agreement, the Contractor shall return to the Board any textbooks, manuals, students' records, etc., that are related to this contract and agreement.

11. Term.

This contract and agreement shall commence on August 13, 2026 and shall continue and conclude on May 26, 2027 or June 30, 2027, if any school calendar changes occur during the school year, or unless earlier terminated in accordance with this contract and agreement.

12. Termination.

This contract may be terminated for cause by the Board based upon deficiencies in the Contractor's record or failure to observe the contractual obligations set forth herein. Further, the Board may elect to provide notice to terminate this contract based upon its intention to rebid the contract or any other reasons within its sole discretion.

Further, the parties are agreed that this contract may not be assigned without the prior written consent of the Wayne County Board of Education.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Contract and Agreement as of the day and year first above written and acknowledged by the following signatures and seals.

WAYNE COUNTY BOARD OF EDUCATION, by:

Mr. Todd Alexander, Superintendent

INDEPENDENT CONTRACTOR:

Mary Michael Lewis
(WV State Board of Examiners License #SLP-1044)

**INDEPENDENT CONTRACTOR
AGREEMENT AND CONTRACT
FOR SPEECH/LANGUAGE THERAPY SERVICES**

Kristi Marcum

2026-2027

This Independent Contractor Agreement (the "Agreement") is made as of July 7, 2026, between the **WAYNE COUNTY BOARD OF EDUCATION** (the "**Board**"), a corporate body politic of the State of West Virginia, and **Kristi G. Marcum**, DBA Marcum Therapy Services, a private contractor with a board certified license #SLP-0692 (the "**Contractor**").

WHEREAS, the Board has determined a need for qualified private contracted Speech/Language Therapy Services in order to more fully provide certain services to the Board and its students and employees, said services more specifically set out hereafter; and

WHEREAS, the Contractor herein is an independent contractor who is qualified to perform the hereinafter described services; and

WHEREAS, the Board desires to purchase and contract on an independent contractor basis with the Contractor herein to perform these contracted services; and

WHEREAS, the Board and the Contractor desire to enter into an agreement and contract which will define respective rights and duties as to all services to be performed;

NOW, THEREFORE, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

1. Services to be rendered by Contractor

Effective August 13, 2026 the services commencement date, the Board shall retain Contractor to provide competent and proficient speech and language services for preschool and/or school age students, and shall fully comply and adhere to the following requirements:

- (A) Provide direct and/or indirect speech and language services, based on the individual student's evaluation results and the planned intervention goals on the individual education plan (IEP).
- (B) Maintain a daily therapy log for each student and complete all required documents needed for Medicaid billing of eligible students in accordance with the State Department of Education regulations. Any such documentation be considered the property of the Wayne County Board of Education.
- (C) Complete observations, screenings and evaluations of referred students and written reports as required by established procedures.

(D) Conduct Eligibility Team Meetings and develop IEPs for students within required timelines based on students' identified needs for speech and language services.

(E) Attend all parent conferences, team meetings, Individual Education Plan (IEP) conferences, and other student related meetings as needed to explain evaluation results, therapy services, and to develop IEPs.

(F) Perform other speech and language services related to the above duties that may become necessary in order to comply with the above contracted requirements.

2. Compensation

- a) **Amount:** Contractor shall be compensated at the rate of **Fifty-Five Dollars (\$55.00)** per hour for each hour of direct or indirect services rendered. Contractor shall certify on an itemized invoice of the services rendered that shall reflect **the actual hours worked during the school day** (excluding lunch or breaks) by the last day of each month. The number of hours billed **shall not exceed forty (40) hours per week**, however, if needed, the contractor may bill **up to seven (7) additional hours per month** for intermittent events (i.e. mass screening, Birth-3 meetings, SLP staff meetings, etc.) Any additional events shall be listed individually on monthly invoices with the amount of time worked for each event.
- b) **Payment:** Contractor shall certify on an itemized invoice the services rendered by the last day of each month. Contractor shall not be compensated for holidays, days upon which school is cancelled due to inclement weather or for other reasons, or other days or portions of days upon which students are not present. Contractor shall be paid by the 10th of each month, subject to the completion of and submission of all reports and invoice required by this contract.
- c) **Taxes:** Board shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other taxes, workers compensation, disability benefits or other legal requirements applicable to Contractor.

3. Expenses

Contractor shall be solely responsible for any and all expenses Contractor may incur.

4. Independent Contractor Status

- (a) **Status:** Contractor is an independent contractor of the Board. Nothing contained in this contract and agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- (b) **No Authority.** Contractor shall have no authority to act as agent for, or on behalf of, the Board, or to represent the Board, or bind the Board in any manner.

6. Certification.

Contractor shall have and maintain proper certification at all times during the period of this contract, as is required for Contractor to legally perform the required duties of performance under the terms of this contract and agreement.

7. Licensure.

Contractor shall at all times during the period of this contract have and maintain a valid West Virginia business license as an independent contractor. Contractor will hold a current WV Professional Student Support Certificate as a Speech/Language Pathologist or a certificate for Speech and Hearing Therapy. (Contractor must hold or obtain licensure by the WV Board of Speech/Language Pathology and Audiology)

8. Background Check.

- a) Fingerprinting/background checks are required by Bureau for Medical Services (BMS) Policy for all staff who sign billing forms for Medicaid eligible students. It is the responsibility of the Contractor to pay for these fingerprint/background checks. The fee is \$57.25 which covers the fingerprinting and the \$20 fee per staff member for WV Clearinghouse for Access: Registry & Employment Screening (WVCARES); Fingerprinting will be done through Morpho Trust USA with results sent to WVCARES. They will process the background check and provide a letter to the county that the staff member was approved or denied based upon the background check.
- b) Contractor agrees to provide a criminal record check to the Board at the Contractor's expense before the Board grants unaccompanied contact with students or unaccompanied access to school grounds when students are present in accordance with West Virginia Code 18-5c(e).

9. Confidential Information.

- a) Contractor shall not during the time of rendering services to the Board or after rendering such services, disclose to anyone other than authorized employees of the Board (or persons or entities designated by such duly authorized employees of the Board) or use to the benefit of the Contractor, any information of a confidential nature, including but not limited to, information relating to county students, administrators or staff.
- b) Contractor shall observe the requirements and restrictions concerning the disclosure of student information as contained in the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g) and the Individuals with Disabilities Education Act regulations (34 C.F.R. 300.560-300.576) and shall not disclose any

- (c) **No Employee Benefits.** Contractor shall not be entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of the Board. FURTHER, the parties herein specifically agree that Kristi G. Marcum, as a private independent contractor, shall be solely responsible for complying with any state and federal laws mandating the provision of health insurance for herself or to any of her employees, including the Patient Protection and Affordable Care Act ("ACA"). It is understood and agreed by the parties that Kristi G. Marcum, is a private contractor and with regard to any employee relationship as such, is an employee of Kristi G. Marcum, private independent contractor, and is not a common law employee of the Wayne County Board of Education. This notwithstanding, any requirement to offer health insurance coverage to Kristi G. Marcum, or her employees shall be assumed by Kristi G. Marcum, as a private independent contractor, and any offer of health insurance made by Kristi G. Marcum as such a contractor, shall be considered an offer made by the Wayne County Board of Education. To the extent required by law, the parties are further agreed that the Wayne County Board of Education has paid a premium or surcharge for the services of Kristi G. Marcum on the basis that Kristi G. Marcum is eligible to participate in a health plan sponsored by Kristi G. Marcum, as a private independent contractor. The parties further agree that any penalties or fines that may be assessed with respect to the failure of Kristi G. Marcum, as a private independent contractor, to offer health insurance to Kristi G. Marcum, or other employees shall be assumed and paid solely by Kristi G. Marcum, as a private independent contractor, and that the Wayne County Board of Education shall be under no obligation to assume or pay any portion of such penalties or fines.
- (d) **Responsibility.** Contractor shall assume full responsibility for any damages caused by Contractor's negligence.
- (e) **Taxes and Deductions.** Contractor shall make all proper income tax and social security deductions and payments and file returns and forms in connection with this contract and agreement.
- (f) **Compliance.** Contractor shall comply with all laws, federal and state, that may regulate the performance of this contract and keep records showing such compliance, and furnish proof of such compliance to the Board as it may rightfully demand.

5. **Representations and Warranties.**

The Board and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into this contract and agreement and that their entering into this contract and agreement and to each parties' knowledge the performance of their respective obligations under this contract and agreement, will not violate any contract or agreement between the Board or the Contractor respectively and any other person, firm or organization or any law or government regulation.

student information that may be acquired in connection with the performance of this contract.

10. Return of Property.

Upon termination of the contract and agreement, the Contractor shall return to the Board any textbooks, manuals, students' records, etc., that are related to this contract and agreement.

11. Term.

This contract and agreement shall commence on August 13, 2026 and shall continue and conclude on May 26, 2027 or June 30, 2027, if any school calendar changes occur during the school year, or unless earlier terminated in accordance with this contract and agreement.

12. Termination.

This contract may be terminated for cause by the Board based upon deficiencies in the Contractor's record or failure to observe the contractual obligations set forth herein. Further, the Board may elect to provide notice to terminate this contract based upon its intention to rebid the contract or any other reasons within its sole discretion.

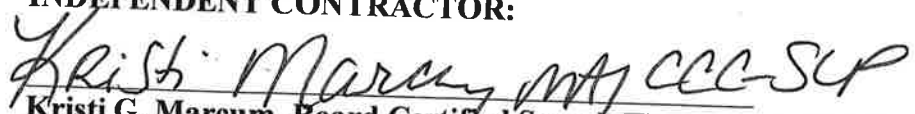
Further, the parties are agreed that this contract may not be assigned without the prior written consent of the Wayne County Board of Education.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Contract and Agreement as of the day and year first above written and acknowledged by the following signatures and seals.

WAYNE COUNTY BOARD OF EDUCATION, by:

Mr. Todd Alexander, Superintendent

INDEPENDENT CONTRACTOR:


Kristi G. Marcum, Board Certified Speech Therapist, SLP-0692

**INDEPENDENT CONTRACTOR
AGREEMENT AND CONTRACT
FOR SPEECH/LANGUAGE THERAPY SERVICES
2026-2027**

This Independent Contractor Agreement (the "Agreement") is made as of July 7, 2026, between the **WAYNE COUNTY BOARD OF EDUCATION** (the "**Board**"), a corporate body politic of the State of West Virginia, and **DIVERSIFIED ASSESSMENT THERAPY SERVICES**, of Kenova, WV, Business license, #2269-9690 (the "**Contractor**").

WHEREAS, the Board has determined a need for qualified private contracted Speech/Language Therapy Services in order to more fully provide certain services to the Board and its students and employees, said services more specifically set out hereafter; and

WHEREAS, the Contractor herein is an independent contractor who is qualified to perform the hereinafter described services; and

WHEREAS, the Board desires to purchase and contract on an independent contractor basis with the Contractor herein to perform these contracted services; and

WHEREAS, the Board and the Contractor desire to enter into an agreement and contract which will define respective rights and duties as to all services to be performed;

NOW, THEREFORE, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

1. Services to be rendered by Contractor

Effective August 10, 2026, the services commencement date, the Board shall retain Contractor to provide competent and proficient speech and language services for preschool and/or school age students, and shall fully comply and adhere to the following requirements:

- (A) Provide direct and/or indirect speech and language services, based on the individual student's evaluation results and the planned intervention goals on the individual education plan (IEP).
- (B) Maintain a daily therapy log for each student and complete all required documents needed for Medicaid billing of eligible students in accordance with the State Department of Education regulations. Any such documentation shall be considered the property of the Wayne County Board of Education.
- (C) Complete observations, screenings and evaluations of referred students and written reports as required by established procedures.
- (D) Conduct Eligibility Team Meetings and develop IEPs for students within required timelines based on students' identified needs for speech and language services.

(E) Attend all parent conferences, team meetings, Individual Education Plan (IEP) conferences, and other student related meetings as needed to explain evaluation results, therapy services, and to develop IEPs.

(F) Perform other speech and language services related to the above duties that may become necessary in order to comply with the above contracted requirements.

2. Compensation

- a) **Amount:** Contractor shall be compensated at the rate of **Fifty-Five Dollars (\$55.00)** per hour for each hour of direct or indirect services rendered by all speech pathologists. Contractor shall certify on an itemized invoice of the services rendered that shall reflect **the actual hours worked during the school day** (excluding lunch or breaks) by the last day of each month. The number of hours billed **shall not exceed forty, (40) hours per week**, however, if needed, the contractor may bill **up to seven (7) additional hours per month** for intermittent events (i.e. mass screening, Birth-3 meetings, SLP staff meetings, etc.) Any additional events shall be listed individually on monthly invoices with the amount of time worked for each event.
- b) **Payment:** Contractor shall certify on an itemized invoice the services rendered by the last day of each month. Contractor shall not be compensated for holidays, days upon which school is cancelled due to inclement weather or for other reasons, or other days or portions of days upon which students are not present. Contractor shall be paid by the 10th of each month, subject to the completion of and submission of all reports and invoice required by this contract.
- c) **Taxes:** Board shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other taxes, worker's compensation, disability benefits or other legal requirements applicable to Contractor.

3. Expenses

Contractor shall be solely responsible for any and all expenses Contractor may incur.

4. Independent Contractor Status

- (a) **Status:** Contractor is an independent contractor of the Board. Nothing contained in this contract and agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- (b) **No Authority.** Contractor shall have no authority to act as agent for, or on behalf of, the Board, or to represent the Board, or bind the Board in any manner.
- (c) **No Employee Benefits.** The Contractor shall not be entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of the Board. FURTHER, the parties herein specifically agree that DIVERSIFIED ASSESSMENT THERAPY SERVICES, as a private independent contractor, shall be solely responsible for complying with any state and federal laws

mandating the provision of health insurance for any of its employees, including the Patient Protection and Affordable Care Act ("ACA"). It is understood and agreed by the parties that DIVERSIFIED ASSESSMENT THERAPY SERVICES is a private contractor and with regard to any employee relationship as such, any of its employees who are performing work under this present contract shall be considered at all times as employees of DIVERSIFIED ASSESSMENT THERAPY SERVICES as a private independent contractor, and said employees of DIVERSIFIED ASSESSMENT THERAPY SERVICES are not and shall not be considered at any time as common law employees of the Wayne County Board of Education. This notwithstanding, any requirement to offer health insurance coverage to its employees shall be assumed by DIVERSIFIED ASSESSMENT THERAPY SERVICES, as a private independent contractor, and any offer of health insurance made by DIVERSIFIED ASSESSMENT THERAPY SERVICES, as such a contractor, shall be considered an offer made by the Wayne County Board of Education. To the extent required by law, the parties are further agreed that the Wayne County Board of Education has paid a premium or surcharge for the services of the employees of DIVERSIFIED ASSESSMENT THERAPY SERVICES on the basis its employees are eligible to participate in a health plan sponsored by DIVERSIFIED ASSESSMENT THERAPY SERVICES as a private independent contractor. The parties further agree that any penalties or fines that may be assessed with respect to the failure of DIVERSIFIED ASSESSMENT THERAPY SERVICES, as a private independent contractor, to offer health insurance to its employees shall be assumed and paid solely by DIVERSIFIED ASSESSMENT THERAPY SERVICES, as a private independent contractor, and that the Wayne County Board of Education shall be under no obligation to assume or pay any portion of such penalties or fines.

- (d) **Responsibility.** Contractor shall assume full responsibility for any damages caused by Contractor's negligence.
- (e) **Taxes and Deductions.** Contractor shall make all proper income tax and social security deductions and payments and file returns and forms in connection with this contract and agreement.
- (f) **Compliance.** Contractor shall comply with all laws, federal and state, that may regulate the performance of this contract and keep records showing such compliance, and furnish proof of such compliance to the Board as it may rightfully demand.

5. Representations and Warranties.

The Board and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into this contract and agreement and that their entering into this contract and agreement and to each parties' knowledge the performance of their respective obligations under this contract and agreement, will not violate any contract or agreement between the Board or the Contractor respectively and any other person, firm or organization or any law or government regulation.

6. Certification.

Contractor shall have and maintain proper certification of its employees at all times during the period of this contract, as is required for Contractor and its employees to legally perform the required duties of performance under the terms of this contract and agreement.

7. Licensure.

Contractor shall at all times during the period of this contract have and maintain a valid West Virginia business license as an independent contractor.

8. Background Check.

- a. Fingerprinting/background checks are required by Bureau for Medical Services (BMS) Policy for all staff who sign billing forms for Medicaid eligible students. It is the responsibility of the Contractor to pay for these fingerprint/background checks. The fee is \$57.25 which covers the fingerprinting and the \$20 fee per staff member for WV Clearinghouse for Access: Registry & Employment Screening (WVCARES); Fingerprinting will be done through Morpho Trust USA with results sent to WVCARES. They will process the background check and provide a letter to the county that the staff member was approved or denied based upon the background check.
- b. Contractor agrees to provide a criminal record check to the Board at the Contractor's expense of any of Contractor's employees who will be working with county students before the Board grants unaccompanied contact with students or unaccompanied access to school grounds when students are present in accordance with West Virginia Code 18-5c(e).

9. Confidential Information.

- a) Contractor and its employees shall not during the time of rendering services to the Board or after rendering such services, disclose to anyone other than authorized employees of the Board (or persons or entities designated by such duly authorized employees of the Board) or use to the benefit of the Contractor, any information of a confidential nature, including but not limited to, information relating to county students, administrators or staff.
- b) Contractor and its employees shall observe the requirements and restrictions concerning the disclosure of student information as contained in the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g) and the Individuals with Disabilities Education Act regulations (34 C.F.R. 300.560-300.576) and shall not disclose any student information that may be acquired in connection with the performance of this contract.

10. Return of Property.

Upon termination of the contract and agreement, the Contractor shall return to the Board any textbooks, manuals, students' records, etc., that are related to this contract and agreement.

11. Term.

This contract and agreement shall commence on August 10, 2026 and shall continue and conclude on May 26, 2027 or June 30, 2027, if any school calendar changes occur during the school year, or unless earlier terminated in accordance with this contract and agreement.

12. Termination.

This contract may be terminated for cause by the Board based upon deficiencies in the Contractor's record or failure to observe the contractual obligations set forth herein. Further, the Board may elect to provide notice to terminate this contract based upon its intention to rebid the contract or any other reasons within its sole discretion.

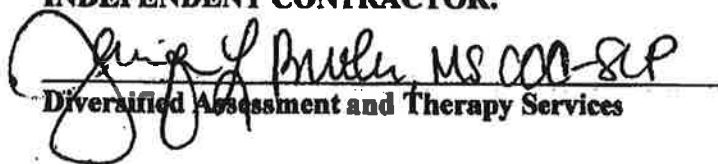
Further, the parties are agreed that this contract may not be assigned without the prior written consent of the Wayne County Board of Education.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Contract and Agreement as of the day and year first above written and acknowledged by the following signatures and seals.

WAYNE COUNTY BOARD OF EDUCATION, by:

Mr. Todd Alexander, Superintendent

INDEPENDENT CONTRACTOR:



Diversified Assessment and Therapy Services

**INDEPENDENT CONTRACTOR AGREEMENT AND CONTRACT
FOR SPEECH/LANGUAGE THERAPY SERVICES
JENNIFER BUTLER
2026-2027**

This Independent Contractor Agreement (the "Agreement") is made as of July 7, 2026, between the **WAYNE COUNTY BOARD OF EDUCATION** (the "**Board**"), a corporate body politic of the State of West Virginia, and **DIVERSIFIED ASSESSMENT THERAPY SERVICES**, of Kenova, WV, Business license, #2269-9690 (the "**Contractor**").

WHEREAS, the Board has determined a need for qualified private contracted Speech/Language Therapy Services in order to more fully provide certain services to the Board and its students and employees, said services more specifically set out hereafter; and

WHEREAS, the Contractor herein is an independent contractor who is qualified to perform the hereinafter described services; and

WHEREAS, the Board desires to purchase and contract on an independent contractor basis with the Contractor herein to perform these contracted services; and

WHEREAS, the Board and the Contractor desire to enter into an agreement and contract which will define respective rights and duties as to all services to be performed;

NOW, THEREFORE, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

1. Services to be rendered by Contractor

Effective August 10, 2026, the services commencement date, the Board shall retain Contractor to provide competent and proficient speech and language services for preschool and/or school age students, and shall fully comply and adhere to the following requirements:

- (A) Provide direct and/or indirect speech and language services, based on the individual student's evaluation results and the planned intervention goals on the individual education plan (IEP).
- (B) Maintain a daily therapy log for each student and complete all required documents needed for Medicaid billing of eligible students in accordance with the State Department of Education regulations. Any such documentation shall be considered the property of the Wayne County Board of Education.
- (C) Complete observations, screenings and evaluations of referred students and written reports as required by established procedures.
- (D) Conduct Eligibility Team Meetings and develop IEPs for students within required timelines based on students' identified needs for speech and language services.

(E) Attend all parent conferences, team meetings, Individual Education Plan (IEP) conferences, and other student related meetings as needed to explain evaluation results, therapy services, and to develop IEPs.

(F) Perform other speech and language services related to the above duties that may become necessary in order to comply with the above contracted requirements.

2. Compensation

- a) **Amount:** Contractor shall be compensated at the rate of **Fifty-Five Dollars (\$55.00)** per hour for each hour of direct or indirect services rendered by all speech pathologists. Contractor shall certify on an itemized invoice of the services rendered that shall reflect **the actual hours worked during the school day** (excluding lunch or breaks) by the last day of each month. The number of hours billed **shall not exceed forty, (40) hours per week**, however, if needed, the contractor may bill **up to seven (7) additional hours per month** for intermittent events (i.e. mass screening, Birth-3 meetings, SLP staff meetings, etc.) Any additional events shall be listed individually on monthly invoices with the amount of time worked for each event.
- b) **Payment:** Contractor shall certify on an itemized invoice the services rendered by the last day of each month. Contractor shall not be compensated for holidays, days upon which school is cancelled due to inclement weather or for other reasons, or other days or portions of days upon which students are not present. Contractor shall be paid by the 10th of each month, subject to the completion of and submission of all reports and invoice required by this contract.
- c) **Taxes:** Board shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other taxes, worker's compensation, disability benefits or other legal requirements applicable to Contractor.

3. Expenses

Contractor shall be solely responsible for any and all expenses Contractor may incur.

4. Independent Contractor Status

- (a) **Status:** Contractor is an independent contractor of the Board. Nothing contained in this contract and agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- (b) **No Authority.** Contractor shall have no authority to act as agent for, or on behalf of, the Board, or to represent the Board, or bind the Board in any manner.
- (c) **No Employee Benefits.** The Contractor shall not be entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of the Board. FURTHER, the parties herein specifically agree that DIVERSIFIED ASSESSMENT THERAPY SERVICES, as a private independent contractor, shall be solely responsible for complying with any state and federal laws

mandating the provision of health insurance for any of its employees, including the Patient Protection and Affordable Care Act ("ACA"). It is understood and agreed by the parties that DIVERSIFIED ASSESSMENT THERAPY SERVICES is a private contractor and with regard to any employee relationship as such, any of its employees who are performing work under this present contract shall be considered at all times as employees of DIVERSIFIED ASSESSMENT THERAPY SERVICES as a private independent contractor, and said employees of DIVERSIFIED ASSESSMENT THERAPY SERVICES are not and shall not be considered at any time as common law employees of the Wayne County Board of Education. This notwithstanding, any requirement to offer health insurance coverage to its employees shall be assumed by DIVERSIFIED ASSESSMENT THERAPY SERVICES, as a private independent contractor, and any offer of health insurance made by DIVERSIFIED ASSESSMENT THERAPY SERVICES, as such a contractor, shall be considered an offer made by the Wayne County Board of Education. To the extent required by law, the parties are further agreed that the Wayne County Board of Education has paid a premium or surcharge for the services of the employees of DIVERSIFIED ASSESSMENT THERAPY SERVICES on the basis its employees are eligible to participate in a health plan sponsored by DIVERSIFIED ASSESSMENT THERAPY SERVICES as a private independent contractor. The parties further agree that any penalties or fines that may be assessed with respect to the failure of DIVERSIFIED ASSESSMENT THERAPY SERVICES, as a private independent contractor, to offer health insurance to its employees shall be assumed and paid solely by DIVERSIFIED ASSESSMENT THERAPY SERVICES, as a private independent contractor, and that the Wayne County Board of Education shall be under no obligation to assume or pay any portion of such penalties or fines.

- (d) **Responsibility.** Contractor shall assume full responsibility for any damages caused by Contractor's negligence.
- (e) **Taxes and Deductions.** Contractor shall make all proper income tax and social security deductions and payments and file returns and forms in connection with this contract and agreement.
- (f) **Compliance.** Contractor shall comply with all laws, federal and state, that may regulate the performance of this contract and keep records showing such compliance, and furnish proof of such compliance to the Board as it may rightfully demand.

5. Representations and Warranties.

The Board and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into this contract and agreement and that their entering into this contract and agreement and to each parties' knowledge the performance of their respective obligations under this contract and agreement, will not violate any contract or agreement between the Board or the Contractor respectively and any other person, firm or organization or any law or government regulation.

6. Certification.

Contractor shall have and maintain proper certification of its employees at all times during the period of this contract, as is required for Contractor and its employees to legally perform the required duties of performance under the terms of this contract and agreement.

7. Licensure.

Contractor shall at all times during the period of this contract have and maintain a valid West Virginia business license as an independent contractor.

8. Background Check.

- a. Fingerprinting/background checks are required by Bureau for Medical Services (BMS) Policy for all staff who sign billing forms for Medicaid eligible students. It is the responsibility of the Contractor to pay for these fingerprint/background checks. The fee is \$57.25 which covers the fingerprinting and the \$20 fee per staff member for WV Clearinghouse for Access: Registry & Employment Screening (WVCARES); Fingerprinting will be done through Morpho Trust USA with results sent to WVCARES. They will process the background check and provide a letter to the county that the staff member was approved or denied based upon the background check.
- b. Contractor agrees to provide a criminal record check to the Board at the Contractor's expense of any of Contractor's employees who will be working with county students before the Board grants unaccompanied contact with students or unaccompanied access to school grounds when students are present in accordance with West Virginia Code 18-5c(e).

9. Confidential Information.

- a) Contractor and its employees shall not during the time of rendering services to the Board or after rendering such services, disclose to anyone other than authorized employees of the Board (or persons or entities designated by such duly authorized employees of the Board) or use to the benefit of the Contractor, any information of a confidential nature, including but not limited to, information relating to county students, administrators or staff.
- b) Contractor and its employees shall observe the requirements and restrictions concerning the disclosure of student information as contained in the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g) and the Individuals with Disabilities Education Act regulations (34 C.F.R. 300.560-300.576) and shall not disclose any student information that may be acquired in connection with the performance of this contract.

10. Return of Property.

Upon termination of the contract and agreement, the Contractor shall return to the Board any textbooks, manuals, students' records, etc., that are related to this contract and agreement.

11. Term.

This contract and agreement shall commence on August 10, 2026 and shall continue and conclude on May 26, 2027 or June 30, 2027, if any school calendar changes occur during the school year, or unless earlier terminated in accordance with this contract and agreement.

12. Termination.

This contract may be terminated for cause by the Board based upon deficiencies in the Contractor's record or failure to observe the contractual obligations set forth herein. Further, the Board may elect to provide notice to terminate this contract based upon its intention to rebid the contract or any other reasons within its sole discretion.

Further, the parties are agreed that this contract may not be assigned without the prior written consent of the Wayne County Board of Education.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Contract and Agreement as of the day and year first above written and acknowledged by the following signatures and seals.

WAYNE COUNTY BOARD OF EDUCATION, by:

Mr. Todd Alexander, Superintendent

INDEPENDENT CONTRACTOR:

Diversified Assessment and Therapy Services

**INDEPENDENT CONTRACTOR AGREEMENT AND CONTRACT
FOR SPEECH/LANGUAGE THERAPY SERVICES
CYNTHIA SWALLEY
2026-2027**

This Independent Contractor Agreement (the "Agreement") is made as of July 7, 2026, between the **WAYNE COUNTY BOARD OF EDUCATION** (the "**Board**"), a corporate body politic of the State of West Virginia, and **DIVERSIFIED ASSESSMENT THERAPY SERVICES**, of Kenova, WV, Business license, #2269-9690 (the "**Contractor**").

WHEREAS, the Board has determined a need for qualified private contracted Speech/Language Therapy Services in order to more fully provide certain services to the Board and its students and employees, said services more specifically set out hereafter; and

WHEREAS, the Contractor herein is an independent contractor who is qualified to perform the hereinafter described services; and

WHEREAS, the Board desires to purchase and contract on an independent contractor basis with the Contractor herein to perform these contracted services; and

WHEREAS, the Board and the Contractor desire to enter into an agreement and contract which will define respective rights and duties as to all services to be performed;

NOW, THEREFORE, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

1. Services to be rendered by Contractor

Effective August 10, 2026, the services commencement date, the Board shall retain Contractor to provide competent and proficient speech and language services for preschool and/or school age students, and shall fully comply and adhere to the following requirements:

- (A) Provide direct and/or indirect speech and language services, based on the individual student's evaluation results and the planned intervention goals on the individual education plan (IEP).
- (B) Maintain a daily therapy log for each student and complete all required documents needed for Medicaid billing of eligible students in accordance with the State Department of Education regulations. Any such documentation shall be considered the property of the Wayne County Board of Education.
- (C) Complete observations, screenings and evaluations of referred students and written reports as required by established procedures.
- (D) Conduct Eligibility Team Meetings and develop IEPs for students within required timelines based on students' identified needs for speech and language services.

(E) Attend all parent conferences, team meetings, Individual Education Plan (IEP) conferences, and other student related meetings as needed to explain evaluation results, therapy services, and to develop IEPs.

(F) Perform other speech and language services related to the above duties that may become necessary in order to comply with the above contracted requirements.

2. Compensation

- a) **Amount:** Contractor shall be compensated at the rate of **Fifty-Five Dollars (\$55.00)** per hour for each hour of direct or indirect services rendered by all speech pathologists. Contractor shall certify on an itemized invoice of the services rendered that shall reflect **the actual hours worked during the school day** (excluding lunch or breaks) by the last day of each month. The number of hours billed **shall not exceed forty, (40) hours per week**, however, if needed, the contractor may bill **up to seven (7) additional hours per month** for intermittent events (i.e. mass screening, Birth-3 meetings, SLP staff meetings, etc.) Any additional events shall be listed individually on monthly invoices with the amount of time worked for each event.
- b) **Payment:** Contractor shall certify on an itemized invoice the services rendered by the last day of each month. Contractor shall not be compensated for holidays, days upon which school is cancelled due to inclement weather or for other reasons, or other days or portions of days upon which students are not present. Contractor shall be paid by the 10th of each month, subject to the completion of and submission of all reports and invoice required by this contract.
- c) **Taxes:** Board shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other taxes, worker's compensation, disability benefits or other legal requirements applicable to Contractor.

3. Expenses

Contractor shall be solely responsible for any and all expenses Contractor may incur.

4. Independent Contractor Status

- (a) **Status:** Contractor is an independent contractor of the Board. Nothing contained in this contract and agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- (b) **No Authority.** Contractor shall have no authority to act as agent for, or on behalf of, the Board, or to represent the Board, or bind the Board in any manner.
- (c) **No Employee Benefits.** The Contractor shall not be entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of the Board. FURTHER, the parties herein specifically agree that DIVERSIFIED ASSESSMENT THERAPY SERVICES, as a private independent contractor, shall be solely responsible for complying with any state and federal laws

mandating the provision of health insurance for any of its employees, including the Patient Protection and Affordable Care Act ("ACA"). It is understood and agreed by the parties that DIVERSIFIED ASSESSMENT THERAPY SERVICES is a private contractor and with regard to any employee relationship as such, any of its employees who are performing work under this present contract shall be considered at all times as employees of DIVERSIFIED ASSESSMENT THERAPY SERVICES as a private independent contractor, and said employees of DIVERSIFIED ASSESSMENT THERAPY SERVICES are not and shall not be considered at any time as common law employees of the Wayne County Board of Education. This notwithstanding, any requirement to offer health insurance coverage to its employees shall be assumed by DIVERSIFIED ASSESSMENT THERAPY SERVICES, as a private independent contractor, and any offer of health insurance made by DIVERSIFIED ASSESSMENT THERAPY SERVICES, as such a contractor, shall be considered an offer made by the Wayne County Board of Education. To the extent required by law, the parties are further agreed that the Wayne County Board of Education has paid a premium or surcharge for the services of the employees of DIVERSIFIED ASSESSMENT THERAPY SERVICES on the basis its employees are eligible to participate in a health plan sponsored by DIVERSIFIED ASSESSMENT THERAPY SERVICES as a private independent contractor. The parties further agree that any penalties or fines that may be assessed with respect to the failure of DIVERSIFIED ASSESSMENT THERAPY SERVICES, as a private independent contractor, to offer health insurance to its employees shall be assumed and paid solely by DIVERSIFIED ASSESSMENT THERAPY SERVICES, as a private independent contractor, and that the Wayne County Board of Education shall be under no obligation to assume or pay any portion of such penalties or fines.

- (d) **Responsibility.** Contractor shall assume full responsibility for any damages caused by Contractor's negligence.
- (e) **Taxes and Deductions.** Contractor shall make all proper income tax and social security deductions and payments and file returns and forms in connection with this contract and agreement.
- (f) **Compliance.** Contractor shall comply with all laws, federal and state, that may regulate the performance of this contract and keep records showing such compliance, and furnish proof of such compliance to the Board as it may rightfully demand.

5. Representations and Warranties.

The Board and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into this contract and agreement and that their entering into this contract and agreement and to each parties' knowledge the performance of their respective obligations under this contract and agreement, will not violate any contract or agreement between the Board or the Contractor respectively and any other person, firm or organization or any law or government regulation.

6. Certification.

Contractor shall have and maintain proper certification of its employees at all times during the period of this contract, as is required for Contractor and its employees to legally perform the required duties of performance under the terms of this contract and agreement.

7. Licensure.

Contractor shall at all times during the period of this contract have and maintain a valid West Virginia business license as an independent contractor.

8. Background Check.

- a. Fingerprinting/background checks are required by Bureau for Medical Services (BMS) Policy for all staff who sign billing forms for Medicaid eligible students. It is the responsibility of the Contractor to pay for these fingerprint/background checks. The fee is \$57.25 which covers the fingerprinting and the \$20 fee per staff member for WV Clearinghouse for Access: Registry & Employment Screening (WVCARES); Fingerprinting will be done through Morpho Trust USA with results sent to WVCARES. They will process the background check and provide a letter to the county that the staff member was approved or denied based upon the background check.
- b. Contractor agrees to provide a criminal record check to the Board at the Contractor's expense of any of Contractor's employees who will be working with county students before the Board grants unaccompanied contact with students or unaccompanied access to school grounds when students are present in accordance with West Virginia Code 18-5c(e).

9. Confidential Information.

- a) Contractor and its employees shall not during the time of rendering services to the Board or after rendering such services, disclose to anyone other than authorized employees of the Board (or persons or entities designated by such duly authorized employees of the Board) or use to the benefit of the Contractor, any information of a confidential nature, including but not limited to, information relating to county students, administrators or staff.
- b) Contractor and its employees shall observe the requirements and restrictions concerning the disclosure of student information as contained in the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g) and the Individuals with Disabilities Education Act regulations (34 C.F.R. 300.560-300.576) and shall not disclose any student information that may be acquired in connection with the performance of this contract.

10. Return of Property.

Upon termination of the contract and agreement, the Contractor shall return to the Board any textbooks, manuals, students' records, etc., that are related to this contract and agreement.

11. Term.

This contract and agreement shall commence on August 10, 2026 and shall continue and conclude on May 26, 2027 or June 30, 2027, if any school calendar changes occur during the school year, or unless earlier terminated in accordance with this contract and agreement.

12. Termination.

This contract may be terminated for cause by the Board based upon deficiencies in the Contractor's record or failure to observe the contractual obligations set forth herein. Further, the Board may elect to provide notice to terminate this contract based upon its intention to rebid the contract or any other reasons within its sole discretion.

Further, the parties agree that this contract may not be assigned without the prior written consent of the Wayne County Board of Education.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Contract and Agreement as of the day and year first written and acknowledged by the following signatures and seals.

WAYNE COUNTY BOARD OF EDUCATION, by:

Mr. Todd Alexander, Superintendent

INDEPENDENT CONTRACTOR:

Diversified Assessment and Therapy Services

**INDEPENDENT CONTRACTOR
AGREEMENT AND CONTRACT
FOR WILSON READING TRAINING
2026-2027**

This Independent Contractor Agreement (the "Agreement") is made as of July 1, 2026 between the **WAYNE COUNTY BOARD OF EDUCATION (the "Board")**, a corporate body politic of the State of West Virginia, and **Rikki McCormick-Cook, DBA Wilson Reading Program**, a resident of Kanawha County, a private contractor.

WHEREAS, the Board has determined a need for qualified private contracted Wilson Reading Services in order to more fully provide certain services to the Board and its students and employees, said services more specifically set out hereafter; and

WHEREAS, the Contractor herein is an independent contractor who is qualified to perform the hereinafter described services; and

WHEREAS, the Board desires to purchase and contract on an independent contractor basis with the Contractor herein to perform these contracted services; and

NOW, therefore, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

1. Services to be rendered by Contractor

Effective July 1, 2026, the services commencement date, the Board shall retain Contractor to provide multisensory language training and services for school age students, and shall fully comply and adhere to the following requirements:

- (A) Provided direct and/or indirect reading services, based on the individual student's evaluation results and the planned intervention goals on the individual education plan (IEP)
- (B) Maintain a daily lesson log for each student and complete all required documents. Any such documentation will be considered the property of the Wayne County Board of Education

2. Compensation

- (A) **Amount:** Contractor shall be compensated at the rate of **Seventy-five (\$75.00)** per hour for each hour of direct services and **Sixty Dollard (\$60)** for indirect services rendered. Contractor shall certify an itemized invoice of the services rendered that shall reflect the actual hours worked, done outside the school day,

not to exceed more than 5 days per week, by the last day of each month. Any additional events shall be listed individually on monthly invoices with the amount of time worked for each event.

- (B) **Payment:** Contractor shall certify on an itemized invoice the services rendered by the last day of the month. Contractor shall not be compensated for holidays, days upon which school is cancelled due to inclement weather or for other reasons, or other days or portions of days upon which students are not present. Contractor shall be paid by the 10th of each month, subject to the completion of and submission of all reports and invoices required by this contract.
- (C) **Taxes:** Board shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other taxes, workers compensation, disability benefits or other legal requirements to Contractor.

3. Expenses

Contractor shall be solely responsible for any and all expenses Contractor may incur.

4. Independent contractor status

- (a) **Status:** Contractor is an independent contractor of the Board. Nothing contained in this contract and agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- (b) **No Authority:** Contractor shall have no authority to act as agent for, or on behalf of the Board, or to represent the Board, or bind the Board in any manner.
- (c) **No Employee Benefits:** Contractor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Board. FURTHER, the parties herein specifically agree that Rikki McCormick-Cook, as a private contractor, and is not a common law employee of the Wayne County Board of Education, shall be solely responsible for complying with any state and federal laws mandating the provision of health insurance.
- (d) **Responsibility:** Contractor shall assume full responsibility for any damages caused by Contractor's negligence.
- (e) **Taxes and Deductions:** Contractor shall make all proper income tax and social security deductions and payments and file returns and forms in connection with this contract and agreement.
- (f) **Compliance:** Contractor shall comply with all laws, federal and state, that may regulate the performance of this contract and keep records showing such compliance, and furnish proof of such compliance to the Board as it may rightfully demand.

5. Representation and Warranties

The Board and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into this contract and agreement and that their entering into this contract and agreement and to each parties' knowledge the performance of their respective obligations under this contract and agreement will not violate any contract or agreement between the Board or the Contractor respectively and any other person, firm or organization or any law or government regulation.

6. Certification

Contractor shall have and maintain proper certification at all times during the period of this contract, as is required for Contractor to legally perform the required duties of performance under the terms of this contract and agreement.

7. Confidential Information

- (a) Contractor shall not during the time of rendering services to the Board or after rendering such services, disclose to anyone other than authorized employees of the Board (or persons or entities designated by such duly authorized employees of the Board) or use to the benefit of the Contractor, any information of a confidential nature, including, but not limited to information relating to county students, administrators or staff.
- (b) Contractor shall observe the requirement and restriction concerning the disclosure of student information as contained in the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g) and the Individuals with Disabilities Education Act regulations (34 C.F.R.300.560-300.576)and shall not disclose any student information that may be required in connection with the performance of this contract.

8. Term

This contract agreement shall commence on July 1, 2026 and shall continue and conclude on June 30, 2027, or unless earlier terminated in accordance with this contract and agreement.

9. Termination

This contract may be terminated for cause by the Board based upon intent to utilize in-house tutors, deficiencies in the Contractor's record or failure to observe the contractual obligations set forth herein. Further, the Board may elect to provide notice to terminate this contract based upon its intentions to rebid the contract or any other reasons within its sole discretion. Further, the parties are agreed that this contract may not be assigned without prior written consent of the Wayne County Board of Education.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Contract and Agreement as of the day and year first above written and acknowledged by the following signatures.

WAYNE COUNTY BOARD OF EDUCATION, by:

Mr. Todd Alexander, Superintendent

INDEPENDENT CONTRACTOR:



Dr. Rikki McCormick-Cook