This is a draft copy of the June 9, 2025 minutes and is subject to amendment. Minutes do not become official until approved by the School Board.

VIRGINIA: At a regular meeting of the Tazewell County School Board held at the Student Center of the Tazewell County Career and Technical Center on June 9, 2025 at 4:00 p.m.

PRESENT: Irene Mullins, School Board Chair
Erik Robinson, School Board Vice-Chair
Chris Moir, Board Member
Donna Whittington, Board Member
David Woodard, Board Member
Dr. Chris Stacy, Division Superintendent
Deidra Hill, Deputy Superintendent
Vicki Bailey, Clerk

Chair Mullins called the meeting to order at 4:01 p.m.

Unscheduled Agenda Items

None

Approval of Agenda

Vice-Chair Robinson made a motion to approve the agenda as presented. Mrs. Whittington seconded the motion, and the Board unanimously approved.

Closed Session

Pursuant to section 2.2-3711 of the Code of Virginia, a motion was made by Vice-Chair Robinson seconded by Mrs. Moir, and passed to convene to a closed session for the purpose of discussing the following specific matters:

Personnel – Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of employees as authorized by Section 2.2-3711 A 1 of the Code of Virginia.
Contracts – Discussion of the award of a public contract involving the expenditure of public funds as authorized by Section 2.2-3711 A 29 of the Code of Virginia.
Legal - Consultation with legal counsel and briefings by staff members or consultants or attorneys, pertaining to actual or probable litigation, or other specific legal matters requiring the provision of legal advice by counsel as authorized by § 2.2-3711 A 7 of the Code of Virginia.
Property – Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property as authorized by Section 2.2-3711 A 3 of the Code of Virginia.
Students – Discussion or consideration of admission or disciplinary matters concerning students as authorized by Section 2.2-3711 A 2 of the Code of Virginia.

Regular Session

The Board returned to open session. Chair Mullins called the open session portion of the meeting to order at 6:34 p.m.

Certification from Closed Session

In accordance with the Freedom of Information Act, a roll call vote was taken in which all members affirmed that only public business matters lawfully exempted from open meetings, as identified in the motion for closed session, were heard, discussed, or considered by the Board.

Moment of Silence and Pledge of Allegiance

Chair Mullins called for a moment of silence. Vice-Chair Robinson led the Pledge of Allegiance.

Consent Agenda and Motions from Closed Session

Vice-Chair Robinson made a motion to approve items A, B and C of the consent agenda. Mrs. Moir seconded the motion. The motion was approved by Vice-Chair Robinson, Mrs. Moir, Mrs. Whittington and Mr. Woodard. Chair Mullins abstained due to a conflict with personnel.

Approval of Student Disciplinary Committee Meeting Minutes

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the minutes from the May 12, 2025 Student Disciplinary Committee meeting. Mrs. Whittington seconded the motion, and the Board unanimously approved.

Recognitions and Instructional Focus

A. Recognitions of the 2024-2025 Valedictorians and Salutatorians, *High School Principals*

High school principals recognized the valedictorians and salutatorians for the 2024-2025 school year. Most were not able to attend because of prior commitments. Tazewell High School's valedictorian, Abigail Rhudy, was the only student in attendance. The 2024-2025 Valedictorians and Salutatorians were as follows:

Graham High School: Valedictorian – Ella Dales, Salutatorian – Bailee Bowman

Richlands High School: Valedictorian – Ella Jayne Altizer, Salutatorian – Braylee Paige Griffith

Tazewell High School: Valedictorian – Abigail Jillian Rhudy, Salutatorian – Alexis Brooke Conner

Graham Intermediate Staff Recognition: Lisa Singleton, Nurse Practitioner, recognized two emergency responders from Graham Intermediate School. Danita Beheler, School Nurse, and Matthew Puckett, School Resource Officer, responded to a cardiac arrest emergency of an adult visitor to the school. Mrs. Singleton told Board members while outcomes cannot always be controlled, the actions of these employees ensured that every possible life-saving measure was attempted. Mrs. Singleton also commended the clinic assistant for her quick actions and role in the emergency, as well as the administrative staff for remaining calm, controlling the area for privacy, directing EMS appropriately upon arrival and for contacting family.

B. Tazewell Intermediate Student – Peyton McDaniel, Author-Recognized Artwork, *Sheila Ingram, Gifted Coordinator*

Mrs. Ingram recognized Peyton McDaniel, a fine art and academically gifted Tazewell Intermediate student, for having her artwork recognized by author Kiki Howser. Peyton shared copies of her artwork with Board members.

Hearing of Citizens

None

Hearing of Employees

None

Unfinished Business

A. Approval of Mitchell Stadium Agreement, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)

Dr. Stacy advised Board members that he had not received any additional contracts from the City of Bluefield for Mitchell Stadium. He recommended the Board accept the three-year agreement, which was one of the two agreements in the agenda packet.

Mrs. Moir made a motion that the Tazewell County School Board accept the five-year contract for Mitchell Stadium for $62,400 per year. Mrs. Whittington seconded the motion. Chair Mullins asked if there was any discussion on the item.

Mr. Woodard advised the Board asked for a two-year contract, but the City of Bluefield did not offer that. At the end of both contract periods, whether the three year or the five year, the City of Bluefield would receive $325,000 or more. Mr. Woodard shared that over the past so many recent years, the City had received around $800,000 from the school division to use Mitchell Stadium. In regard to scheduling, the school division did not have first choice. Mr. Woodard said for himself it was not necessarily about the dollars. He advised the school division had invested a million or two dollars in Mitchell Stadium over the years of usage. Mr. Woodard shared that Coach Palmer had told him that for the last 50 years, Graham had never played a home game. He told fellow Board members that he thought it was time for Graham to come home, because it was about what the students deserve and want. Mr. Woodard indicated he was in favor of not spending a dime, except for what had already been allocated and planned, on any athletic facility in the county until there was a stadium under construction in Bluefield, Virginia beside Graham High School. He shared that he was not in favor of letting a few people in another state dictate what the entire county does or what a town in our county does any more than he would be in favor of someone in another county telling the Board what to do in Richlands or Tazewell. Mr. Woodard added that he did not know if there was another school in the Commonwealth that did not have their own field to call home. He said he trusted that arrangements could be made to play Graham games at other facilities owned by the school division. Mr. Woodard requested the vote on this motion be a roll call vote.

Chair Mullins said there had been comments against the motion, and asked if there were any comments in favor of the motion. There were no comments in favor.

Vice-Chair Robinson said the Board requested a two-year agreement at the $62,500, but the City came back with a three-year contract at $108,225.

Chair Mullins shared her main concern was safety. While students at Graham High School have to leave the school and drive to Mitchell Stadium in traffic to attend practice, students at the other two schools in the county walk out the door of the school to practice.

Chair Mullins asked for the roll-call vote for the motion regarding the Mitchell Stadium Agreement. The Board voted as follows:

Mr. Woodard – No; Mrs. Whittington – No; Mrs. Moir – No; Vice-Chair Robinson – No; Chair Mullins - No

New Business

A. Textbook Adoption – Elementary Math, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)

A math textbook committee consisting of teachers, administrators, and parents from each school along with the elementary director reviewed three math curriculums: Kiddom, Savvas, and HMH. The math textbook committee attended presentations from each company and selected HMH for adoption by Tazewell County Public Schools. The proposal included seven years of consumable student editions, teacher editions, Into Math Practice and Homework Journals for seven years, digital student and teacher resources, and Waggle Math Digital Student Resources. The Waggle program would sync with the MAP data to provide individualized practice for students. The cost also includes Into Math Premium Manipulatives for each classroom. The total cost for seven years would be $694,835.07. The Board was asked to adopt the HMH elementary math curriculum.

Vice-Chair Robinson made a motion that the Tazewell County School Board adopt the HMH elementary math curriculum for seven years at the cost of $694,835.07. Mrs. Moir seconded the motion, and the Board unanimously approved.

B. Approval to Submit Grant Applications and Agreement, *Cynthia Hurley, Director of Grants, Records Management and FOIA Officer* (SEE ATTACHED)

Mrs. Hurley asked for permission to submit the following grant applications: Federal Grant Applications for Title I, Part A; Title II, Part A; Consortium Agreement for Title III, Part A; Title IV, Part A; Title V, Part B, Subpart 2; and the State Grant Application for Virginia Preschool Initiative. She advised these grants provide funding for nearly all aspects of the schools. As in the past, the applications were prepared based on the previous year funds, because the exact amount would not be known until sometime after July 1st. Mrs. Hurley told Board members one thing that would be different this year than in the past is that the Virginia Department of Education was informing divisions that the Department would not begin approving submitted applications until official grant award notifications for the previously mentioned programs are received from the United States Department of Education. She advised the grant application projected funding totals, as with all grants, were subject to the final approval of the state.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve submission of federal and state grant applications for Title 1, Part A; Title II, Part A; Title III, Part A Consortium Agreement, Title IV, Part A; Title V, Part B, Subpart 2, and the Virginia Preschool Initiative. Mrs. Whittington seconded the motion, and the Board unanimously approved.

C. Approval to Accept the Jobs for Virginia Graduates (JVG) Grants, *Cynthia Hurley, Director of Grants, Records Management, and FOIA Officer* (SEE ATTACHED)

Mrs. Hurley asked for School Board approval for the school division to accept the two JVG grants totaling award amount of $60,000.00 to continue the JVG Program at the Tazewell County Career and Technical Center. She advised this grant did not require a cash match.

Vice-Chair Robinson made a motion that the Tazewell County School Board give approval for the school division to accept the JVG grants totaling $60,000.00. Mr. Woodard seconded the motion, and the Board unanimously approved.

D. Approval to Accept Department of Criminal Justice Services Grant for School Security Officers, *Cynthia Hurley, Director of Grants, Records Management, and FOIA Officer* (SEE ATTACHED)

Mrs. Hurley asked Board members for approval to accept the Criminal Justice Services Grant for School Security Officers and allow the school division to move forward in the implementation of the project. The grant in the amount of $532,224 would allow the school division to hire 32 part time School Security Officers. The grant would reimburse the school system up to $401,248 with a local required 25% match of $130,976, if the school division is able to fill all positions.

Vice-Chair Robinson made a motion that the Tazewell County School Board accept the Criminal Justice Services Grant for School Security Officers and allow the school division to move forward in the implementation of this project. Mrs. Moir seconded the motion, and the Board unanimously approved.

E. Virginia Department of Education Authorization of Signatures in Absence of Division Superintendent, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)

Dr. Stacy asked Board members to appoint Deidra Hill, Deputy Superintendent, as an authorized designee to sign all Virginia Department of Education reports, documents, requisitions, and other correspondence in the absence of the Division Superintendent for the 2025-2026 school year.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve Deidra Hill, Deputy Superintendent, as the authorized designee to sign all VDOE documents, requisitions, and other correspondence in the absence of the Division Superintendent for the 2025-2026 school year. Mrs. Whittington seconded the motion, and the Board unanimously approved.

F. Approval of VSBA May 2025 Policy Updates, first read, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)

Dr. Stacy asked Board members for a first read approval of the VSBA May 2025 Policy updates.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the VSBA May 2025 Policy updates as a first read. Mr. Woodard seconded the motion, and the Board unanimously approved.

G. Approval of Proposed Policy Regulation JHC-R.2, Students – Accidents/Injuries and Illnesses: Emergency Care, first read, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)

Dr. Stacy asked Board members to approve the proposed changes to policy regulation JHC-R.2 as a first read. A legal reference from the Code of Virginia regarding seizure management and action plan was the only change made to the regulation.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve proposed Policy Regulation JHC-R.2 as a first read. Mrs. Whittington seconded the motion, and the Board unanimously approved.

H. Discussion of Backpack and Water Bottle Policies, *David Woodard, School Board Member*

Mr. Woodard told Board members he was bringing this request to the Board from several different employees in several schools who have come to him requesting that the Board look at a clear backpack policy for middle and high school students. He indicated this was a request that he supported for several reasons. A lot of time was taken up for employees searching backpacks each day, and clear backpacks would reveal a threat a lot faster than searching. Mr. Woodard shared that he and Dr. Stacy had spoken to several School Board members across the state, but neither have been able to obtain a copy of a policy regarding clear backpacks for students. Alexandria was in the process of adopting a policy on this, and Mr. Woodard wanted to see if fellow Board members were interested in doing the same before parents and students buy backpacks for the new school year. Mr. Woodard stated adopting a policy for this would add to the security of the schools and would take a lot of stress off staff members. As for water bottles, he said he did not care what kind of water bottle students brought into school, but advised students were putting vapes and other things in baggies down inside the bottles. Mr. Woodard advised he would be in favor of a policy or practice stating water bottles must come into the schools empty and come through the door upside down so there could be nothing hidden inside them. Students could use the water filling stations in the schools to fill them up as many times as they needed. Mr. Woodard said a clear backpack policy and a water bottle policy would take away two places to hide illegal substances/dangerous objects.

Vice-Chair Robinson supported both ideas, but was concerned that some organizations and parents had already purchased backpacks for the coming school year. He added some parents have several children and it could be a hardship to purchase additional backpacks if they had already bought new ones or if the organizations that donate backpacks had already purchased and given them to students. He said at this time the financial burden of the world was already pretty rough. Vice-Chair Robinson said he agreed with the premise of all of it, but worried about starting it now without having given parents warning it was coming.

Chair Mullins agreed with Mr. Robinson in that starting in the fall might be a little difficult, because many had already purchased backpacks.

Mr. Woodard said he was okay with a tiered approach and implementing different levels at different times to allow parents time to prepare and retailers time to stock.

Dr. Stacy reiterated he understood the Board was looking for a water bottle policy for August 2025 implementation and then framework for a clear bag policy to be implemented at some point in the future. Vice-Chair Robinson stated he would like to get feedback from the respective areas, and Board members agreed with that. Dr. Stacy advised he would have the framework for policies for water bottles and clear backpacks at the July meeting and would continue reaching out to school divisions to see what they had in place.

Mrs. Moir asked Dr. Stacy to remind principals of the clear bag policy for sporting events, because she was no sure that was being followed at all three high schools.

I. Richlands High School Track Naming Committee, *Rickie Vencill, Principal of Richlands High School*

Mr. Vencill told Board members the Richlands High School Track Committee met and recommended the track be named the George Glayde Brown Track.

Mrs. Moir made a motion that the Tazewell County School Board give approval to name the Richlands High School track the George Glayde Brown Track. Mrs. Whittington seconded the motion, and the Board unanimously approved.

J. Approval of Emergency Quote for a 250 Gallon Water Heater for Richlands Elementary School, *Eugene Parkhurst, Manager of Buildings and Grounds* (SEE ATTACHED)

Mr. Parkhurst asked Board members for approval off the emergency quote from Southern Air for a new 250-gallon water heater for Richlands Elementary School in the amount of $39,394.58.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the emergency quote from Southern Air for a 250 Gallon Water Heater for Richlands Elementary School in the amount of $39,394.58. Mr. Woodard seconded the motion, and the Board unanimously approved.

K. Approval of Quote for Parking Lot Paving at Graham High School, *Eugene Parkhurst, Manager of Buildings and Grounds* (SEE ATTACHED)

Mr. Parkhurst asked for School Board approval of the quote from AAA in the amount of $81,030 for paving the Graham High School parking lot.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the quote from AAA in the amount of $81,030 for paving the Graham High School parking lot. Mrs. Moir seconded the motion, and the Board unanimously approved.

L. Approval of Quote for Parking Lot Paving at Richlands Middle School, *Eugene Parkhurst, Manager of Buildings and Grounds* (SEE ATTACHED)

Mr. Parkhurst asked the Board for approval of the quote from AAA in the amount of $49,425 to pave the Richlands Middle School parking lot.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the quote from AAA in the amount of $49,425 for paving the Richlands Middle School parking lot. Mrs. Whittington seconded the motion, and the Board unanimously approved.

M. Approval of Quote for Flooring in the Richlands Middle School Lunchroom, *Eugene Parkhurst, Manager of Buildings and Grounds* (SEE ATTACHED)

Mr. Parkhurst asked the School Board to approve the quote from Raleigh Tile in the amount of $28,804.23 for flooring for the Richlands Middle School lunchroom.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the quote from Raleigh Tile in the amount of $28,804.23 for flooring in the Richlands Middle School lunchroom. Mrs. Whittington seconded the motion, and the Board unanimously approved.

N. Approval of Quote for a Plow for Maintenance Vehicle, *Eugene Parkhurst, Manager of Buildings and Grounds* (SEE ATTACHED)

Mr. Parkhurst asked the Board for approval of the quote from Cole Chevrolet, Inc. in the amount of $11,812.50 for a plow for the new maintenance truck.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the quote from Cole Chevrolet, Inc. in the amount of $11,812.50 for a plow for the maintenance vehicle. Mrs. Moir seconded the motion, and the Board unanimously approved.

Mr. Woodard asked the status of removing the carpet and cleaning up the tile at Abb's Valley Elementary. Mr. Parkhurst told him he would check on that and get back to the Board. Mr. Woodard asked that Mr. Parkhurst try to have a quote on that for the July meeting.

O. Approval of Virginia Public School Authority (VPSA) Educational Technology Grant, Reimbursement Resolution, *Randy Mullins, Supervisor of Technology* (SEE ATTACHED)

Mr. Mullins advised Board members that the Tazewell County School Board must approve a resolution declaring its intention to reimburse itself from the proceeds of one or more grants made by the Commonwealth of Virginia for certain expenditures made and/or to be made in connection with certain capital improvements.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the VPSA Resolution. Mr. Woodard seconded the motion, and the Board unanimously approved.

P. Annual Certification of State Mandated Local Alternate Assessments, *Chandra Ashby, Supervisor of Testing*

Mrs. Ashby asked Board members to certify that the school division provided instruction and administered an alternative assessment, consistent with Board guidelines, to students in grades three through eight in each Standards of Learning subject area in which a Standards of Learning assessment was not administered during the school year.

Vice-Chair Robinson made a motion that the Tazewell County School Board certify that the school division provided instruction and administered an alternative assessment, consistent with Board guidelines, to students in grades three through eight in each Standards of Learning subject area in which a Standards of Learning assessment was not administered during the school year. Mrs. Whittington seconded the motion, and the Board unanimously approved.

Superintendent's Report

A. Testing Update, *Chandra Ashby, Supervisor of Testing*

Mrs. Ashby told Board members the Local Assessments were complete but had not received the results. She advised the school division tested for Spring SOLs for 27 days which totaled 8,871 tests. Mrs. Ashby shared that SOL testing for Summer School would be happening soon.

B. **Annual School Health Services Update, *Lisa Singleton, FNP-C* (SEE ATTACHED)**

Mrs. Singleton told Board members that the end of year reports for the Health Services Department were in their packets and posted online as well. She thanked the School Board for supporting the Health Services Department. Mrs. Singleton said staff members in her department made up an invaluable team.

C. Superintendent's Update, *Dr. Chris Stacy, Division Superintendent*

Dr. Stacy told Board members this had been a long, good year. He advised summer cleaning would be starting in all schools, so the buildings would look shiny and new for the new school year. Dr. Stacy commended the staff members who take care such good care of the buildings. He shared that the Maintenance Department had 247 projects planned for the summer. Dr. Stacy reminded everyone that school would start again in 70 days.

Board Member Comments

Mr. Woodard said he would like to make the number of projects for the Maintenance Department 248 and have the carpets taken out of Abb's Valley Elementary.

Mrs. Whittington thanked everyone for a good school year. She commended the hard work of administrators and staff members, and acknowledged she knew the summer months were hard and busy. She wished everyone an enjoyable, relaxed summer.

Mrs. Moir thanked Kayla Myers and Vicki Bailey for making the Retirement/Teacher of the Year Luncheon so special each year. She wished the best of luck to Jack Clem and Cooper Hurst, who would be playing in the Tennis State Championship.

Vice-Chair Robinson thanked administrators for the hard work and for always overcoming and adapting. He told the administrators they were a stable force for the students and such a huge part of their lives. Mr. Robinson expressed appreciation to all employees. In regard to Mitchell Stadium, he shared that the Board would have been happy to do a two-year contract, but only five and three year contracts were offered. Vice-Chair Robinson stated Graham had always played away games, and shared his concerns over the safety of students having to travel to and from practice. He thanked the administration of the high schools for being willing to help Graham.

Chair Mullins said it was time for Graham students to be able to come home. She told administrators if they knew anyone needing a job to direct them to Mr. Glayde Brown, because the school division needed teachers, custodians, bus drivers, etc. Chair Mullins congratulated Tazewell High School's Landri Lallande for being a four-time state champion in discus. She complimented the graduation ceremonies and said she was proud of all of the students. Chair Mullins said she admired Abigail Rhudy for her accomplishments and her outstanding high school career. She thanked Peyton McDaniel for the picture she shared with Board members. Chair Mullins thanked all the health services staff for their hard work. She expressed thankfulness to administrators for all they do for students and reminded them the students love and appreciation them.

Vice-Chair Robinson made a motion to adjourn at 7:31 p.m. Mrs. Whittington seconded the motion, and the Board unanimously approved.

STADIUM USAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 30th day of April 2025, by and between THE CITY OF BLUEFIELD, WEST VIRGINIA, a West Virginia municipal corporation, hereinafter referred to as "City", and THE TAZEWELL COUNTY PUBLIC SCHOOLS, hereinafter referred to as "Board."

WHEREAS, City is a West Virginia municipal corporation which owns and operates a sports facility known a "Mitchell Stadium;" and

WHEREAS, Board is a political subdivision of the Commonwealth of Virginia, which operates all the public schools in Tazewell County, Virginia, including Graham High School; and

WHEREAS, Mitchell Stadium serves as the home football stadium for the Graham High School G-Men and Graham Middle School G-Men football teams, which are operated and administered by Board as an extracurricular activity for Graham High School and Middle School students; and

WHEREAS, Board has in the past contracted with City for the use of Mitchell Stadium by and for said football teams; and

WHEREAS, City desires to contract with Board, and Board desires to contract with City, for the use of Mitchell Stadium, upon the terms and conditions set forth herein.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the foregoing, which are not mere recitals, but which are an integral part of this Agreement, and of the mutual terms and conditions set forth herein, the parties hereby agree as follows:

1. TERM. The term of this Agreement is for a five-year term, beginning July 1, 2025 and ending on June 30, 2030.

2. USAGE. Board shall have use of, and City shall make available to Board, Mitchell Stadium, *including* the field, locker areas, bleachers, press box, ticket kiosk, restroom facilities, concession areas, and parking areas, for all the following events:

A. *Pre-Season and Regular Season Games*

1. Graham High School and Graham Middle School pre-season football scrimmage games.

2. Graham High School and Graham Middle School varsity and junior varsity home football games.

B. *Practices*

Board may utilize Mitchell Stadium as a practice facility for the Graham High School G-Men football team as approved and scheduled with City during each year of this contract.

C. *Playoff Games*

Board may utilize Mitchell Stadium for all home Graham High School playoff games as approved and scheduled with City during each year of this contract.

D. *Soccer.*

Board may use Mitchell Stadium for soccer practices or games on such additional terms as may be agreed upon between Board and City.

E. *Baseball.*

Board may only use Mitchell Stadium for baseball games, practices, or other baseball related activities with prior approval from the City Manager.

F. *Track and Field*

Board may only use Mitchell Stadium for track and field meets, practices, or other track and field related activities with prior approval from the City Manager.

G. *Down Markers.*

City shall not be responsible for providing first down markers, dial-a-down devices, or any other equipment required for game play.

H. *Press Box.*

Board shall make sufficient space available in the press box for City's Board of Directors, City manager, and guests to attend games.

3. CONCESSIONS

A. *Service*

Board agrees to have the concession areas, or so much thereof as is deemed necessary in Board's sole discretion, open for Graham High School home games at Mitchell Stadium. In its sole discretion, Board may open the concession areas, or so much thereof as is deemed necessary, for Graham Middle School home games. Board will staff the concession areas for any games during which those areas, or any portions thereof, are open.

B. *Vendors, Taxes, Products, and Pricing*

Board will stock the concession areas utilizing vendors selected pursuant to the required bidding process. Board shall be responsible for collecting, paying, and reporting any applicable sales tax.

C. *Coolers*

It is understood that Mitchell Stadium is also utilized as the home football stadium for the Bluefield High School Beavers, Bluefield Middle School Buccaneers, Bluefield University and Bluefield State University and that use of the concession areas by such schools is governed by a separate agreement with the Mercer County Board of Education, Bluefield University and Bluefield State

University. Board shall have exclusive use of one (1) of the cooler/refrigerator units located in the concession areas and may lock such unit. If there are only three (3) working coolers in the concession areas, the third cooler shall remain unlocked and available for use by Board during its games, but such cooler may not be locked or used by Board except during games.

D. *Electricity and Water*

City shall provide electricity to the concession areas with at least eight (8) working 110-volt outlets or the capacity to support electrical strips of up to eight (8) connections. City shall also provide a supply of potable water to the concession areas.

E. *Use of Trailer or Tented Structure*

To alleviate concession area congestion during the Graham/Beaver, Board may utilize a mobile concession trailer or tented structure for the north end of the stadium to serve a limited menu and drinks. Temporary access to electrical outlets and a potable water supply may also be available in that area.

F. *Cleanup*

Board shall be responsible for leaving the concession areas free from all trash, shall leave the floor swept free of all debris and mopped, and shall wipe down the counters and all equipment with disinfectant solution. Board shall also be responsible for making sure the field, sidelines and locker rooms are free of all trash, rubbish, and debris. City shall be responsible for removing all trash from the outside receptacles. City shall not be responsible for any item left in the concession areas after the season is completed.

G. *Exclusivity*

Board will have the exclusive right to sell concessions during all games covered by this Agreement. No other organization, whether private, school-related, or charitable, will be allowed to sell food or drinks inside the gates of Mitchell Stadium during games covered by this Agreement, or to sell food or drinks in the parking lots before or during such games, unless approved by Board. Board may sell in the stands and may use the stadium's PA system to promote sales during games.

H. *Permits*

Board shall be responsible for all permits, such as those required by the Department of Health, required for the operation of the concession areas.

I. *Food Safety*

Board shall be solely responsible for the safety and quality of all items sold in the concession areas. Board shall operate the concession areas in a manner consistent with safe food handling practices and any laws, regulations, or ordinances governing such operations.

J. *Subcontracting*

Board may contract or arrange with a person, entity, or organization of Board's choosing for the operation of the concession areas pursuant to this Agreement, provided, however, that nothing in such contract or arrangement shall relieve Board of the responsibility of compliance with any of the terms and conditions hereof relating to the operation of the concession areas.

4. FEE.

A. *Pre-Season and Regular Season Games; Practices*.

For the use of Mitchell Stadium by Board for *pre-season and regular season games, and for practices,* as provided in subparagraphs 2.A. and 2.B. herein, Board shall pay to City a fee of Sixty-Two Thousand Four Hundred and 00/100 Dollars ($62,400.00), for the year 2025, plus a two percent increase each year thereafter, payable on or before the first day of August each year.

5. SECURITY, PERSONNEL, MAINTENANCE; UTILITIES

A. *Security – Graham High School Varsity Games*.

For each Graham High School varsity football game played pursuant to this Agreement, including playoff games, City shall supply sufficient police officers to work the pre-game, game, and post-game periods for crowd and traffic control and safety. The determinations as to the number of police officers, the identity of specific police officers assigned, and the location each officer will patrol or is stationed, are in the sole discretion of the Bluefield Police Department.

B. *Other Personnel*.

City and Board shall each designate one (1) employee who shall be available in person or by phone before and during each game, address maintenance and operational issues that may arise during such time. City shall have sufficient maintenance personnel available to address minor maintenance issues that may arise during such times. City's designee shall respond to communications from the person designated by Board and from no other person. Board's designee shall respond to communications from the person designated by City and from no other person. All communications between Board and City regarding issues arising immediately before or during games shall be between the respective designees as provided herein.

C. *Maintenance and Utilities*

City shall maintain Mitchell Stadium, including the playing surface, locker areas, stands, press box and concession areas, and the equipment therein, in a safe and acceptable condition, including the provision of adequate field lighting for night games. City shall supply and pay for all utilities and supplies necessary for the usage of Mitchell Stadium as provided herein.

D. *Facility Inspections; Damage*.

Before and after each game, the parties' designees pursuant to subparagraph 5(B). shall conduct a joint inspection of the facility to determine the condition of the facility prior to the game and identify any damage that may have occurred to the facility during the game. Board shall be responsible for repairing any damage to Mitchell Stadium done by Board, its employees, volunteers, subcontractors, or players, regardless of school affiliation. City shall be responsible for reasonable wear and tear, or damage done to Mitchell Stadium by spectators or members of the public.

6. LIABILITY INSURANCE; INDEMNIFICATION

Tazewell County Public Schools (Board) shall indemnify, defend and save harmless City, its agents and employees, of and from any and all claims, demands, actions, causes of action, suits, or judgments, including attorneys' fees, costs, and expenses, for personal injury, death, and/or property damage, whether such claims assert sole or joint negligence of City, arising from or in manner connected to the use by Board, its employees, contractors, agents and invitees of the stadium, parking area or other facilities owned by City. Board shall obtain a policy of liability insurance with limits of not less than One Million Dollars ($1,000,000.00) per occurrence which will respond to such claims and shall maintain such insurance for the term of this agreement and any extensions thereof. Board shall have City named as an additional insured on said policy and provide City with a certificate of insurance evidencing the required coverage and City as an additional named insured. The insurance provided by Board to comply with this provision shall be primary for all such claims asserted against City.

7. COORDINATION WITH OTHER USERS

The parties understand and agree that, except as specifically provided herein, this Agreement is not exclusive, and City may contract with other entities, including but not necessarily limited to the Mercer County Board of Education, Bluefield State College, and Bluefield College, for the use of Mitchell Stadium. Board shall cooperate with such other entities to arrange football games so that there are no conflicts. In the event of a scheduling conflict that the parties are unable to resolve, City has the sole authority and discretion to resolve such conflict. Board hereby waives the right to seek injunctive relief if it disagrees with City's decision as to the resolution of a scheduling conflict under this paragraph.

8. GOVERNING LAW; FORUM FOR LITIGATION

This agreement shall be governed by and construed in accordance with the law of the State of West Virginia. Any litigation between the parties construing, arising from, or in any way related to this Agreement shall be brought in the Circuit Court of Mercer County, West Virginia.

9. ENTIRE AGREEMENT; MODIFICATIONS; ASSIGNMENT

This constitutes the entire agreement between the parties. Any modifications or amendments must be in writing and signed by duly authorized representatives of each party, or they shall be invalid. Except as specifically provided herein, neither party may assign its rights or obligations under this agreement.

WITNESS the following signatures as of the day and year first written above.

CITY OF BLUEFIELD, WEST VIRGINIA	TAZEWELL COUNTY PUBLIC SCHOOLS
By: _____	By: _____
Its: _____	Its: _____

STADIUM USAGE AGREEMENT

THIS AGREEMENT, made and entered into as of this 30th day of April 2025, by and between THE CITY OF BLUEFIELD, WEST VIRGINIA, a West Virginia municipal corporation, hereinafter referred to as "City", and THE TAZEWELL COUNTY PUBLIC SCHOOLS, hereinafter referred to as "Board."

WHEREAS, City is a West Virginia municipal corporation which owns and operates a sports facility known a "Mitchell Stadium;" and

WHEREAS, Board is a political subdivision of the Commonwealth of Virginia, which operates all the public schools in Tazewell County, Virginia, including Graham High School; and

WHEREAS, Mitchell Stadium serves as the home football stadium for the Graham High School G-Men and Graham Middle School G-Men football teams, which are operated and administered by Board as an extracurricular activity for Graham High School and Middle School students; and

WHEREAS, Board has in the past contracted with City for the use of Mitchell Stadium by and for said football teams; and

WHEREAS, City desires to contract with Board, and Board desires to contract with City, for the use of Mitchell Stadium, upon the terms and conditions set forth herein.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the foregoing, which are not mere recitals, but which are an integral part of this Agreement, and of the mutual terms and conditions set forth herein, the parties hereby agree as follows:

1. TERM. The term of this Agreement is for a three-year term, beginning July 1, 2025 and ending on June 30, 2028.

2. USAGE. Board shall have use of, and City shall make available to Board, Mitchell Stadium, *including* the field, locker areas, bleachers, press box, ticket kiosk, restroom facilities, concession areas, and parking areas, for all the following events:

A. *Pre-Season and Regular Season Games*

1. Graham High School and Graham Middle School pre-season football scrimmage games.

2. Graham High School and Graham Middle School varsity and junior varsity home football games.

B. *Practices*

Board may utilize Mitchell Stadium as a practice facility for the Graham High School G-Men football team as approved and scheduled with City during each year of this contract.

C. *Playoff Games*

Board may utilize Mitchell Stadium for all home Graham High School playoff games as approved and scheduled with City during each year of this contract.

D. *Soccer.*

Board may use Mitchell Stadium for soccer practices or games on such additional terms as may be agreed upon between Board and City.

E. *Baseball.*

Board may only use Mitchell Stadium for baseball games, practices, or other baseball related activities with prior approval from the City Manager.

F. *Track and Field*

Board may only use Mitchell Stadium for track and field meets, practices, or other track and field related activities with prior approval from the City Manager.

G. *Down Markers.*

City shall not be responsible for providing first down markers, dial-a-down devices, or any other equipment required for game play.

H. *Press Box.*

Board shall make sufficient space available in the press box for City's Board of Directors, City manager, and guests to attend games.

3. CONCESSIONS

A. *Service*

Board agrees to have the concession areas, or so much thereof as is deemed necessary in Board's sole discretion, open for Graham High School home games at Mitchell Stadium. In its sole discretion, Board may open the concession areas, or so much thereof as is deemed necessary, for Graham Middle School home games. Board will staff the concession areas for any games during which those areas, or any portions thereof, are open.

B. *Vendors, Taxes, Products, and Pricing*

Board will stock the concession areas utilizing vendors selected pursuant to the required bidding process. Board shall be responsible for collecting, paying, and reporting any applicable sales tax.

C. *Coolers*

It is understood that Mitchell Stadium is also utilized as the home football stadium for the Bluefield High School Beavers, Bluefield Middle School Buccaneers, Bluefield University and Bluefield State University and that use of the concession areas by such schools is governed by a separate agreement with the Mercer County Board of Education, Bluefield University and Bluefield State

University. Board shall have exclusive use of one (1) of the cooler/refrigerator units located in the concession areas and may lock such unit. If there are only three (3) working coolers in the concession areas, the third cooler shall remain unlocked and available for use by Board during its games, but such cooler may not be locked or used by Board except during games.

D. *Electricity and Water*

City shall provide electricity to the concession areas with at least eight (8) working 110-volt outlets or the capacity to support electrical strips of up to eight (8) connections. City shall also provide a supply of potable water to the concession areas.

E. *Use of Trailer or Tented Structure*

To alleviate concession area congestion during the Graham/Beaver, Board may utilize a mobile concession trailer or tented structure for the north end of the stadium to serve a limited menu and drinks. Temporary access to electrical outlets and a potable water supply may also be available in that area.

F. *Cleanup*

Board shall be responsible for leaving the concession areas free from all trash, shall leave the floor swept free of all debris and mopped, and shall wipe down the counters and all equipment with disinfectant solution. Board shall also be responsible for making sure the field, sidelines and locker rooms are free of all trash, rubbish, and debris. City shall be responsible for removing all trash from the outside receptacles. City shall not be responsible for any item left in the concession areas after the season is completed.

G. *Exclusivity*

Board will have the exclusive right to sell concessions during all games covered by this Agreement. No other organization, whether private, school-related, or charitable, will be allowed to sell food or drinks inside the gates of Mitchell Stadium during games covered by this Agreement, or to sell food or drinks in the parking lots before or during such games, unless approved by Board. Board may sell in the stands and may use the stadium's PA system to promote sales during games.

H. *Permits*

Board shall be responsible for all permits, such as those required by the Department of Health, required for the operation of the concession areas.

I. *Food Safety*

Board shall be solely responsible for the safety and quality of all items sold in the concession areas. Board shall operate the concession areas in a manner consistent with safe food handling practices and any laws, regulations, or ordinances governing such operations.

J. *Subcontracting*

Board may contract or arrange with a person, entity, or organization of Board's choosing for the operation of the concession areas pursuant to this Agreement, provided, however, that nothing in such contract or arrangement shall relieve Board of the responsibility of compliance with any of the terms and conditions hereof relating to the operation of the concession areas.

4. FEE.

A. *Pre-Season and Regular Season Games; Practices*.

For the use of Mitchell Stadium by Board for *pre-season and regular season games, and for practices,* as provided in subparagraphs 2.A. and 2.B. herein, Board shall pay to City a fee of One Hundred- Eight Thousand Two Hundred Fifty-Five and 00/100 Dollars ($108,255.00), for each year of the Agreement, payable on or before the first day of August each year.

5. SECURITY, PERSONNEL, MAINTENANCE; UTILITIES

A. *Security – Graham High School Varsity Games*.

For each Graham High School varsity football game played pursuant to this Agreement, including playoff games, City shall supply sufficient police officers to work the pre-game, game, and post-game periods for crowd and traffic control and safety. The determinations as to the number of police officers, the identity of specific police officers assigned, and the location each officer will patrol or is stationed, are in the sole discretion of the Bluefield Police Department.

B. *Other Personnel*.

City and Board shall each designate one (1) employee who shall be available in person or by phone before and during each game, address maintenance and operational issues that may arise during such time. City shall have sufficient maintenance personnel available to address minor maintenance issues that may arise during such times. City's designee shall respond to communications from the person designated by Board and from no other person. Board's designee shall respond to communications from the person designated by City and from no other person. All communications between Board and City regarding issues arising immediately before or during games shall be between the respective designees as provided herein.

C. *Maintenance and Utilities*

City shall maintain Mitchell Stadium, including the playing surface, locker areas, stands, press box and concession areas, and the equipment therein, in a safe and acceptable condition, including the provision of adequate field lighting for night games. City shall supply and pay for all utilities and supplies necessary for the usage of Mitchell Stadium as provided herein.

D. *Facility Inspections; Damage*.

Before and after each game, the parties' designees pursuant to subparagraph 5(B). shall conduct a joint inspection of the facility to determine the condition of the facility prior to the game and identify any damage that may have occurred to the facility during the game. Board shall be responsible for repairing any damage to Mitchell Stadium done by Board, its employees, volunteers, subcontractors, or players, regardless of school affiliation. City shall be responsible for reasonable wear and tear, or damage done to Mitchell Stadium by spectators or members of the public.

6. LIABILITY INSURANCE; INDEMNIFICATION

Tazewell County Public Schools (Board) shall indemnify, defend and save harmless City, its agents and employees, of and from any and all claims, demands, actions, causes of action, suits, or judgments, including attorneys' fees, costs, and expenses, for personal injury, death, and/or property damage, whether such claims assert sole or joint negligence of City, arising from or in manner connected to the use by Board, its employees, contractors, agents and invitees of the stadium, parking area or other facilities owned by City. Board shall obtain a policy of liability insurance with limits of not less than One Million Dollars ($1,000,000.00) per occurrence which will respond to such claims and shall maintain such insurance for the term of this agreement and any extensions thereof. Board shall have City named as an additional insured on said policy and provide City with a certificate of insurance evidencing the required coverage and City as an additional named insured. The insurance provided by Board to comply with this provision shall be primary for all such claims asserted against City.

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WITNESS the following signatures as of the day and year first written above.

CITY OF BLUEFIELD, WEST VIRGINIA	TAZEWELL COUNTY PUBLIC SCHOOLS
By: _____	By: _____
Its: _____	Its: _____

Proposal #009335929

Prepared For

Tazewell Co School District

Attention:

For the Purchase of:

Into Math K-6 2020

Prepared By
Alison Savage
alison.savage@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

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FAX: 800-269-5232

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
		Grade K				
		Student Resource Package				
1879817	9780358992943	Virginia Into Math Complete Student Resource Package 7 Year Print/7 Year Digital Grade K Package Includes: Into Math Student Edition Collection 7 Year Print Grade K Into Math Practice & Homework Journal 7 Year Print Grade K HMH Bilingual Math Board 7 Year Print Grade K Into Math Digital Student Resources 7 Year Grades K-5 Waggle Math Digital Student Resources 7 Year Grades K-5 Implementation Success Also Includes: 1 Teacher Resource Package is available at No Charge with the purchase of 25 Student Resource Packages	$226.15	385	$87,067.75	
		Total for Student Resource Package	**$87,067.75**			
		Teacher Resource Package				
1879829	9780358993001	Virginia Into Math Complete Teacher Resource Package with 7 Year Digital Grade K Package Includes: Into Math Teacher Edition Collection Grade K Into Math Teacher's Edition Tabletop Flipchart Grade K Into Math Unit Project Cards Grade K Into Math Game and Activity Cards Grade K Into Math Math Reader Collection Grade K Into Math Digital Teacher Resources 7 Year Grades K-5 Waggle Math Digital Teacher Resources 7 Year Grades K-5 Access to Teacher's Corner	$344.80	1	$344.80	
1879829	9780358993001	Virginia Into Math Complete Teacher Resource Package with 7 Year Digital Grade K Package Includes: Into Math Teacher Edition Collection Grade K Into Math Teacher's Edition Tabletop Flipchart Grade K Into Math Unit Project Cards Grade K Into Math Game and Activity Cards Grade K Into Math Math Reader Collection Grade K Into Math Digital Teacher Resources 7 Year Grades K-5 Waggle Math Digital Teacher Resources 7 Year Grades K-5 Access to Teacher's Corner	$344.80			15
		Total for Teacher Resource Package	**$344.80**			
		A la Carte Items Available for Purchase				
1732957	9781328613998	Into Math Premium Manipulatives Kit Grade K	$413.80	16	$6,620.80	
		Total for A la Carte Items Available for Purchase	**$6,620.80**			
		Total for Grade K	**$94,033.35**			

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	ISBN		Title	Price	Quantity	Value of All Material	Free Materials Quantity
			Grade 1				
			Student Resource Package				
1879819	9780358992950		Virginia Into Math Complete Student Resource Package 7 Year Print/7 Year Digital Grade 1	$226.40	365	$82,636.00	
			Package Includes: Into Math Student Edition Collection 7 Year Print Grade 1 Into Math Practice & Homework Journal 7 Year Print Grade 1 HMH Bilingual Math Board 7 Year Print Grade 1 Into Math Digital Student Resources 7 Year Grades K-5 Waggle Math Digital Student Resources 7 Year Grades K-5 Implementation Success Also Includes: 1 Teacher Resource Package is available at No Charge with the purchase of 25 Student Resource Packages				
			Total for Student Resource Package	**$82,636.00**			
			Teacher Resource Package				
1879831	9780358993018		Virginia Into Math Complete Teacher Resource Package with 7 Year Digital Grade 1	$351.30	1	$351.30	
			Package Includes: Into Math Teacher Edition Collection Grade 1 Into Math Teacher's Edition Tabletop Flipchart Grade 1 Into Math Unit Project Cards Grade 1 Into Math Game and Activity Cards Grade 1 Into Math Math Reader Collection Grade 1 Into Math Digital Teacher Resources 7 Year Grades K-5 Waggle Math Digital Teacher Resources 7 Year Grades K-5 Access to Teacher's Corner				
1879831	9780358993018		Virginia Into Math Complete Teacher Resource Package with 7 Year Digital Grade 1	$351.30			15
			Package Includes: Into Math Teacher Edition Collection Grade 1 Into Math Teacher's Edition Tabletop Flipchart Grade 1 Into Math Unit Project Cards Grade 1 Into Math Game and Activity Cards Grade 1 Into Math Math Reader Collection Grade 1 Into Math Digital Teacher Resources 7 Year Grades K-5 Waggle Math Digital Teacher Resources 7 Year Grades K-5 Access to Teacher's Corner				
			Total for Teacher Resource Package	**$351.30**			
			A la Carte Items Available for Purchase				
1732958	9781328614308		Into Math Premium Manipulatives Kit Grade 1	$413.80	16	$6,620.80	
			Total for A la Carte Items Available for Purchase	**$6,620.80**			
			Total for Grade 1	**$89,608.10**			
			Grade 2				
			Student Resource Package				

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	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
1879821	9780358992967	Virginia Into Math Complete Student Resource Package 7 Year Print/7 Year Digital Grade 2	$226.65	405	$91,793.25	
		Package Includes: Into Math Student Edition Collection 7 Year Print Grade 2 Into Math Practice & Homework Journal 7 Year Print Grade 2 HMH Bilingual Math Board 7 Year Print Grade 2 Into Math Digital Student Resources 7 Year Grades K-5 Waggle Math Digital Student Resources 7 Year Grades K-5 Implementation Success				
		Also Includes: 1 Teacher Resource Package is available at No Charge with the purchase of 25 Student Resource Packages				
	Total for Student Resource Package		**$91,793.25**			
	Teacher Resource Package					
1879833	9780358993025	Virginia Into Math Complete Teacher Resource Package with 7 Year Digital Grade 2	$357.95	3	$1,073.85	
		Package Includes: Into Math Teacher Edition Collection Grade 2 Into Math Teacher's Edition Tabletop Flipchart Grade 2 Into Math Unit Project Cards Grade 2 Into Math Game and Activity Cards Grade 2 Into Math Math Reader Collection Grade 2 Into Math Digital Teacher Resources 7 Year Grades K-5 Waggle Math Digital Teacher Resources 7 Year Grades K-5 Access to Teacher's Corner				
1879833	9780358993025	Virginia Into Math Complete Teacher Resource Package with 7 Year Digital Grade 2	$357.95			16
		Package Includes: Into Math Teacher Edition Collection Grade 2 Into Math Teacher's Edition Tabletop Flipchart Grade 2 Into Math Unit Project Cards Grade 2 Into Math Game and Activity Cards Grade 2 Into Math Math Reader Collection Grade 2 Into Math Digital Teacher Resources 7 Year Grades K-5 Waggle Math Digital Teacher Resources 7 Year Grades K-5 Access to Teacher's Corner				
	Total for Teacher Resource Package		**$1,073.85**			
	A la Carte Items Available for Purchase					
1732959	9781328614315	Into Math Premium Manipulatives Kit Grade 2	$413.80	19	$7,862.20	
	Total for A la Carte Items Available for Purchase		**$7,862.20**			
Total for Grade 2			**$100,729.30**			

Grade 3
Student Resource Package

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	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
1879823	9780358992974	Virginia Into Math Complete Student Resource Package 7 Year Print/7 Year Digital Grade 3 Package Includes: Into Math Student Edition Collection 7 Year Print Grade 3 Into Math Practice & Homework Journal 7 Year Print Grade 3 HMH Bilingual Math Board 7 Year Print Grade 3 Into Math Digital Student Resources 7 Year Grades K-5 Waggle Math Digital Student Resources 7 Year Grades K-5 Implementation Success Also Includes: 1 Teacher Resource Package is available at No Charge with the purchase of 25 Student Resource Packages	$226.40	440	$99,616.00	
		Total for Student Resource Package	**$99,616.00**			
		Teacher Resource Package				
1879835	9780358993032	Virginia Into Math Complete Teacher Resource Package with 7 Year Digital Grade 3 Package Includes: Into Math Teacher Edition Collection Grade 3 Into Math Teacher's Edition Tabletop Flipchart Grade 3 Into Math Unit Project Cards Grade 3 Into Math Game and Activity Cards Grade 3 Into Math Math Reader Collection Grade 3 Into Math Digital Teacher Resources 7 Year Grades K-5 Waggle Math Digital Teacher Resources 7 Year Grades K-5 Access to Teacher's Corner	$351.30	2	$702.60	
1879835	9780358993032	Virginia Into Math Complete Teacher Resource Package with 7 Year Digital Grade 3 Package Includes: Into Math Teacher Edition Collection Grade 3 Into Math Teacher's Edition Tabletop Flipchart Grade 3 Into Math Unit Project Cards Grade 3 Into Math Game and Activity Cards Grade 3 Into Math Math Reader Collection Grade 3 Into Math Digital Teacher Resources 7 Year Grades K-5 Waggle Math Digital Teacher Resources 7 Year Grades K-5 Access to Teacher's Corner	$351.30			18
		Total for Teacher Resource Package	**$702.60**			
		A la Carte Items Available for Purchase				
1732960	9781328614322	Into Math Premium Manipulatives Kit Grade 3	$413.80	20	$8,276.00	
		Total for A la Carte Items Available for Purchase	**$8,276.00**			
Total for Grade 3			**$108,594.60**			

Grade 4

Student Resource Package

1879825	9780358992981	Virginia Into Math Complete Student Resource Package 7 Year Print/7 Year Digital Grade 4	$226.65	425	$96,326.25	

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ISBN		Title	Price	Quantity	Value of All Material	Free Materials Quantity
		Package Includes: Into Math Student Edition Collection 7 Year Print Grade 4 Into Math Practice & Homework Journal 7 Year Print Grade 4 HMH Bilingual Math Board 7 Year Print Grade 4 Into Math Digital Student Resources 7 Year Grades K-5 Waggle Math Digital Student Resources 7 Year Grades K-5 Implementation Success Also Includes: 1 Teacher Resource Package is available at No Charge with the purchase of 25 Student Resource Packages				
		Total for Student Resource Package	**$96,326.25**			
		Teacher Resource Package				
1879837	9780358993049	Virginia Into Math Complete Teacher Resource Package with 7 Year Digital Grade 4 Package Includes: Into Math Teacher Edition Collection Grade 4 Into Math Teacher's Edition Tabletop Flipchart Grade 4 Into Math Unit Project Cards Grade 4 Into Math Game and Activity Cards Grade 4 Into Math Math Reader Collection Grade 4 Into Math Digital Teacher Resources 7 Year Grades K-5 Waggle Math Digital Teacher Resources 7 Year Grades K-5 Access to Teacher's Corner	$357.95	1	$357.95	
1879837	9780358993049	Virginia Into Math Complete Teacher Resource Package with 7 Year Digital Grade 4 Package Includes: Into Math Teacher Edition Collection Grade 4 Into Math Teacher's Edition Tabletop Flipchart Grade 4 Into Math Unit Project Cards Grade 4 Into Math Game and Activity Cards Grade 4 Into Math Math Reader Collection Grade 4 Into Math Digital Teacher Resources 7 Year Grades K-5 Waggle Math Digital Teacher Resources 7 Year Grades K-5 Access to Teacher's Corner	$357.95			17
		Total for Teacher Resource Package	**$357.95**			
		A la Carte Items Available for Purchase				
1732961	9781328614339	Into Math Premium Manipulatives Kit Grade 4	$413.80	18	$7,448.40	
		Total for A la Carte Items Available for Purchase	**$7,448.40**			
Total for Grade 4			**$104,132.60**			

Grade 5

Student Resource Package

ISBN		Title	Price	Quantity	Value of All Material	Free Materials Quantity
1879827	9780358992998	Virginia Into Math Complete Student Resource Package 7 Year Print/7 Year Digital Grade 5 Package Includes: Into Math Student Edition Collection 7 Year Print Grade 5	$226.85	420	$95,277.00	

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	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
		Into Math Practice & Homework Journal 7 Year Print Grade 5 HMH Bilingual Math Board 7 Year Print Grade 5 Into Math Digital Student Resources 7 Year Grades K-5 Waggle Math Digital Student Resources 7 Year Grades K-5 Implementation Success Also Includes: 1 Teacher Resource Package is available at No Charge with the purchase of 25 Student Resource Packages				
	Total for Student Resource Package		**$95,277.00**			
	Teacher Resource Package					
1879839	9780358993056	Virginia Into Math Complete Teacher Resource Package with 7 Year Digital Grade 5 Package Includes: Into Math Teacher Edition Collection Grade 5 Into Math Teacher's Edition Tabletop Flipchart Grade 5 Into Math Unit Project Cards Grade 5 Into Math Game and Activity Cards Grade 5 Into Math Math Reader Collection Grade 5 Into Math Digital Teacher Resources 7 Year Grades K-5 Waggle Math Digital Teacher Resources 7 Year Grades K-5 Access to Teacher's Corner	$364.65			17
	Total for Teacher Resource Package		**$0.00**			
	A la Carte Items Available for Purchase					
1732962	9781328614346	Into Math Premium Manipulatives Kit Grade 5	$413.80	16	$6,620.80	
	Total for A la Carte Items Available for Purchase		**$6,620.80**			
Total for Grade 5			**$101,897.80**			

Professional Services - Into Math K-5

Implementation Success Plan

1768332	9780358242550	Getting Started: Introduction to Waggle Math Live Online 2-Hour Grade K-8 Participants will learn the hows and whys of Waggle! Through direct instruction, participants will learn the driving philosophy behind Waggle - an engaging, productive practice environment for all learners that unifies content and empowers teachers- while also gaining an understanding of the real-world application of the program. The goal is to build deeper understanding and confidence to begin implementing Waggle in their respective learning environments.	$800.00			9
1892046	9798202056581	Virginia Into Math Getting Started Live Online 2-Hour Grades K-5 This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended		9		

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	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
		sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.				
1892043	9798202056550	Virginia Into Math Leader Success Live Online 1-Hour Grades K-5 During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.		1		
Total for Professional Services - Into Math K-5			**$ 0.00**			

Total Savings:	**$41,976.30**
Subtotal Purchase Amount:	**$598,995.75**
Shipping & Handling:	**$95,839.32**
Total Cost of Proposal (PO Amount):	**$694,835.07**

****Please add proper sales tax to your order****

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Total Cost of Proposal (PO Amount): $694,835.07

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

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- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
  - Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:
Tazewell County School District
506 Jeffersonville St
Tazewell, VA 24651-0927

Sold to:
Tazewell Cnty Schl Dist-Consignment
209 Fincastle Tpke
Tazewell, VA 24651

- Please provide funding start and end dates.
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- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 5/19/2025

Proposal Expiration Date: 7/3/2025



Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Place a "X" by the applicable response.

X Original

☐ Revision:
Revision #
Date:
Explain

☐ Amendment:
Amendment #
Date:
Explain

Virginia Department of Education
Office of ESEA Programs
P. O. Box 2120
Richmond, Virginia 23218-2120

A. COVER PAGE

Title V, Part B, Subpart 2, Rural and Low-Income School Program

2025-2026
Individual Program Application

Due by July 01, 2025

Elementary and Secondary Education Act of 1965 (ESEA), as amended by the *Every Student Succeeds Act of 2015* (ESSA), Public Law 114-95

To be Completed by School Division				
Applicant (Legal Name of Agency):	Division Number:	Title V, Part B, Subpart 2 Coordinator:		
Tazewell County Public Schools	092	Cynthia L. Hurley		
Mailing Address (Street, City or Town, Zip Code):	Phone:	276-988-5511	Ext:	2375
506 Jeffersonville Street, Tazewell, VA 24651	Email:	clhurley@tcpsva.org		

LOCAL EDUCATIONAL AGENCY CERTIFICATION

Use of Funds: The applicant designated above applies for an allocation of federal assistance as appropriated under *ESEA*. Funds are available to support local education reform efforts that are consistent with statewide education reform efforts to: 1) provide funding to implement promising education reform programs and school improvement programs based on evidence-based research; 2) provide a continuing source of innovative and educational improvement; 3) meet the educational needs of all students; and 4) develop and implement education programs to improve student achievement and teacher performance.

Specific uses of funds for this application are found in the "Guidelines, Instructions, and Assurances" document.

Assurances: The local educational agency assures that the Title V, Part B, Subpart 2, program will be administered and implemented in compliance with all applicable statutes, regulations, policies, and program plans. **Additionally, the local educational agency agrees by signing below to implement the general and program specific assurances located in the application. The assurances and signed cover page are to be retained at the division level.**

Certification: We hereby certify that, to the best of our knowledge, the information contained in this application is correct. The agency named above has on June 9, 2025.

Superintendent's Signature
Dr. Christopher B. Stacy
Superintendent's Name
6/9/2025
Date

Irene Mullins
Board Chairperson's Signature
Irene Mullins
Board Chairperson's Name
6/9/2025
Date

Application Submission, Approval, and LEA Expenditure of Funds: Applications for Federal Funds are due by July 01, 2025. Revisions and Amendments should be submitted in a timely manner.
Please note, in order for the funds to be expendable by July 01, 2025, the electronic application must be received at the Virginia Department of Education by July 01, 2025, through the file submission process of the Online Management of Education Grant

Place an "X" by the applicable response.

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	Revision:
	Revision #
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	Amendment:
	Amendment #
	Date:
	Explain

Virginia Department of Education
Office of ESEA Programs
P. O. Box 2120
Richmond, Virginia 23218-2120

A. COVER PAGE

Title I, Part A, Improving Basic Programs

2025-2026
Individual Program Application

Due by July 01, 2025

Elementary and Secondary Education Act of 1965 (ESEA), as amended by the *Every Student Succeeds Act of 2015* (ESSA), Public Law 114-95

To be Completed by School Division				
Applicant (Legal Name of Agency):	Division Number: 092	Title I, Part A, Coordinator:		
Tazewell County Public Schools		Melanie Lashinsky		
Mailing Address (Street, City or Town, Zip Code):	Phone:	276-988-5511	Ext:	1602
506 Jeffersonville Street; Tazewell, VA 24651	Email: mlashinsky@tcpsva.org			

LOCAL EDUCATIONAL AGENCY CERTIFICATION

Use of Funds: The applicant designated above applies for an allocation of federal assistance as appropriated under *ESEA*. Funds are available to support local education reform efforts that are consistent with statewide education reform efforts to: 1) provide funding to implement promising education reform programs and school improvement programs based on evidence-based research; 2) provide a continuing source of innovative and educational improvement; 3) meet the educational needs of all students; and 4) develop and implement education programs to improve student achievement and teacher performance.

Assurances: The local educational agency assures that Title I, Part A, will be administered and implemented in compliance with all applicable statutes, regulations, policies, and program plans under ESEA. **Additionally, the local educational agency agrees by signing below to implement the general and program specific assurances included in the application. The assurances and signed cover page are to be retained at the division level and, for the Title I, Part A, application (individual or consolidated form), a scanned PDF of the signed cover page must be emailed to essa@doe.virginia.gov by October 1st.**

Certification: We hereby certify that, to the best of our knowledge, the information contained in this application is correct. The agency named above has authorized us as its representatives to file this application, and such action is recorded in the minutes of the School Board meeting held on June 9, 2025

Superintendent's Signature	Board Chairperson's Signature
Dr. Christopher Stacy	Irene Mullins
Superintendent's Name	Board Chairperson's Name
June 9, 2025	June 9, 2025
Date	Date

Application Submission, Approval, and LEA Expenditure of Funds: Applications for Federal Funds are due by July 01, 2025. Revisions and Amendments should be submitted in a timely manner.

Please note, in order for the funds to be expendable by July 01, 2025, the electronic application must be received at the Virginia Department of Education by July 01, 2025, through the file submission process of the Online Management of Education Grant Awards (OMEGA) system.

Place a "Checkmark" by the applicable response.

X Original

Revision:
Revision #
Date:
Explain

Amendment:
Amendment #
Date:
Explain

Virginia Department of Education
Office of ESEA Programs
P. O. Box 2120
Richmond, Virginia 23218-2120

A. COVER PAGE

Title II, Part A, Supporting Effective Instruction

2025-2026
Individual Program Application

Due by July 01, 2025

Elementary and Secondary Education Act of 1965 (ESEA), as amended by the *Every Student Succeeds Act of 2015* (ESSA), Public Law 114-95

To be Completed by School Division				
Applicant (Legal Name of Agency):	Division Number:	Title II, Part A Coordinator:		
Tazewell County Public Schools	092	Cynthia L. Hurley		
Mailing Address (Street, City or Town, Zip Code):	Phone:	276-988-5511	Ext:	2375
206 Jeffersonville Street, Tazewell, VA 24651	Email:	clhurley@tcpsva.org		

LOCAL EDUCATIONAL AGENCY CERTIFICATION

Use of Funds: The applicant designated above applies for an allocation of federal assistance as appropriated under *ESEA*. Funds are available to support local education reform efforts that are consistent with statewide education reform efforts to: 1) provide funding to implement promising education reform programs and school improvement programs based on evidence-based research; 2) provide a continuing source of innovative and educational improvement; 3) meet the educational needs of all students; and 4) develop and implement education programs to improve student achievement and teacher performance.

Specific uses of funds for this application are found in the "Guidelines, Instructions, and Assurances" document.

Assurances: The local educational agency assures that the Title II, Part A, program will be administered and implemented in compliance with all applicable statutes, regulations, policies, and program plans. **Additionally, the local educational agency agrees by signing below to implement the general and program specific assurances located in the application. The assurances and signed cover page are to be retained at the division level.**

Certification: We hereby certify that, to the best of our knowledge, the information contained in this application is correct. The agency named above has authorized us as its representatives to file this application, and such action is recorded in the minutes of the School Board meeting held

on June 9, 2025.

Superintendent's Signature

Dr. Christopher B. Stacy
Superintendent's Name

June 9, 2025
Date

Irene Mullins
Board Chairperson's Signature

Irene Mullins
Board Chairperson's Name

June 9, 2025
Date

Application Submission, Approval, and LEA Expenditure of Funds: Applications for Federal Funds are due by July 01, 2025. Revisions and Amendments should be submitted in a timely manner.

Please note, in order for the funds to be expendable by July 01, 2025, the electronic application must be received at the Virginia Department of Education by July 01, 2025, through the file submission process of the Online Management of Education Grant Awards (OMEGA) system.

Place an X

Virginia Department of Education
Office of ESEA Programs
P. O. Box 2120
Richmond, Virginia 23218-2120

A. COVER PAGE

Title III, Part A, Language Instruction for English Learners and Immigrant Students

2025-2026
Title III Statewide Consortium Application

Due by July 01, 2025

Elementary and Secondary Education Act of 1965 (ESEA), as amended by the *Every Student Succeeds Act of 2015* (ESSA), P.L. 114-95

To be Completed by School Division			
Applicant (Legal Name of Agency):	Division Number:	Title III, Part A Coordinator:	
Tazewell County Public Schools	092	Cynthia L. Hurley	
Mailing Address (Street, City or Town, Zip Code)	Phone:	276-988-5511	Ext:
506 Jeffersonville Street, Tazewell, VA 24651	Email:		
	clhurley@tcpsva.org		

2025-2026 Title III, Part A Allocation:	1,836.43

LOCAL EDUCATIONAL AGENCY CERTIFICATION

Use of Funds: The applicant designated above applies for an allocation of federal assistance as appropriated under *ESEA*. Funds are available to support efforts that are consistent with statewide education reform efforts to: 1) provide funding to implement promising education reform programs and school im based on evidence-based research; 2) provide a continuing source of innovative and educational improvement; 3) meet the educational needs of all studer implement education programs to improve student achievement and teacher performance.

Specific uses of funds for this application are found in the "Guidelines, Instructions, and Assurances" document.

Assurances: The local educational agency assures that the Title III, Part A, program will be administered and implemented in compliance with all applica policies, and program plans. **Additionally, the local educational agency agrees by signing below to implement the general and program specific assu application. The assurances and signed cover page are to be retained at the division level.**

Certification: We hereby certify that, to the best of our knowledge, the information contained in this application is correct. The agency named above has representatives to file this application, and such action is recorded in the minutes of the School Board meeting held

on 06/09/25 .

Superintendent's Signature	Board Chairperson's Signature
Dr. Christopher B. Stacy	Irene Mullins
Superintendent's Name	Board Chairperson's Name
06/09/25	06/09/25
Date	Date

Application Submission, Approval, and LEA Expenditure of Funds: Applications for Federal Funds are due by July 01, 2025. Revi Amendments should be submitted in a timely manner.

Place an "X" by the applicable response.

X Original

Revision :
Revision #
Date:
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Amendment:
Amendment #
Date:
Explain

Virginia Department of Education
Office of ESEA Programs
P. O. Box 2120
Richmond, Virginia 23218-2120

A. COVER PAGE

Title IV, Part A, Student Support and Academic Enrichment Grants

2025-2026
Individual Program Application

Due by July 01, 2025

Elementary and Secondary Education Act of 1965 (ESEA), as amended by the *Every Student Succeeds Act of 2015* (ESSA), P.L. 114-95

To be Completed by LEA				
Applicant (Legal Name of Agency):	LEA Number:	Title IV, Part A, Coordinator:		
Tazewell County Public Schools	092	Cynthia L. Hurley		
Mailing Address (Street, City or Town, Zip Code):	Phone:	276-988-5511	Ext:	2375
506 Jeffersonville Street, Tazewell, VA 24651	Email:	clhurley@tcpsva.org		

LOCAL EDUCATIONAL AGENCY CERTIFICATION

Use of Funds: The applicant designated above applies for an allocation of federal assistance as appropriated under *ESEA*. Funds are available to support local education reform efforts that are consistent with statewide education reform efforts to: 1) provide funding to implement promising education reform programs and school improvement programs based on evidence-based research; 2) provide a continuing source of innovative and educational improvement; 3) meet the educational needs of all students; and 4) develop and implement education programs to improve student achievement and teacher performance.

Specific uses of funds for this application are found in the "Guidelines, Instructions, and Assurances" document.

Assurances: The local educational agency assures that the Title IV, Part A, program will be administered and implemented in compliance with all applicable statutes, regulations, policies, and program plans. **Additionally, the local educational agency agrees by signing below to implement the general and program specific assurances located in the application. The assurances and signed cover page are to be retained at the LEA.**

Certification: We hereby certify that, to the best of our knowledge, the information contained in this application is correct. The agency named above has authorized us as its representatives to file this application, and such action is recorded in the minutes of the School Board meeting held

on 06-09-2025.

Superintendent's Signature

Dr. Christopher B. Stacy
Superintendent's Name

6/9/2025
Date

Irene Mullins
Board Chairperson's Signature

Irene Mullins
Board Chairperson's Name

6/9/2025
Date

Application Submission, Approval, and LEA Expenditure of Funds: Applications for Federal Funds are due by July 01, 2025. Revisions and Amendments should be submitted in a timely manner.

Please note, in order for the funds to be expendable by July 01, 2025, the electronic application must be received at the Virginia Department of Education by July 01, 2025, through the file submission process of the Online Management of Education Grant Awards (OMEGA) system.

JVG
Jobs for Virginia Graduates
536 Pantops Center Box 324, Charlottesville, VA, 22911
Email: info@jobsforvagrads.org Phone: (434) 953-9291
Website: www.jobsforvagrads.org

Tazewell County Career and
Technical Center
CC: Cynthia Hurley
260 Advantage Drive
Tazewell, VA, 24651

CHAIR
The Honorable Eileen Filler-Corn
Virginia State Delegate

VICE CHAIR/SECRETARY
Dean Hackemer
Consumer Lending Group Executive

TREASURER
Robley S. Jones
Retired, VEA

CHAIR EXECUTIVE COMMITTEE
Ron Carey
Founder/CEO
Tilt Creative + Production

PRESIDENT & CEO
Antonio Rice- 434-953-9291
antonio.rice@jobsforvagrads.org

MEMBERS
Dean Hackerman
Curtis Hicks
The Honorable Donald S. Beyer, Jr.
Charles P. Phelps, P.C.
Amy Stills
Corinne Winburn-Birdsong
Shawn Moore
Karen Waters-Wicks
Nyema Sayed

Dear Cynthia Hurley,

We are pleased to inform you that your division has been awarded a Jobs for Virginia Graduates grant for the following site(s) during the 2025-2026 school year:

Tazewell County Career and Technical Center (2 grants)
Total award amount: $60,000.00

We are very excited to be able to partner with you to help your students overcome barriers and find success in all areas of their lives. Don't hesitate to contact me as well if you have any questions. The following timeline will provide a glimpse of what you can expect moving forward:

1. The VDOE will issue a Grant Award Notification (GAN) letter officially notifying your division of the grant award. The window for receiving this letter varies each year and is wholly dependent on the VDOE staff and their bandwidth.
2. Onboarding of new specialists and/or new programs will begin on or after August 1, 2025. If you have a new specialist or have a new program, contact Daryl Clemons, daryl.clemons@jobsforvagrads.org for more information about onboarding for next year.
3. The deadline for the first grant deliverable is September 30, when all participant (student) profiles and site rosters must be entered in JAGForce, so please make sure you schedule your onboarding at least by the beginning of September.
4. At any point during the fiscal year, requests for reimbursement can be submitted to the VDOE; we encourage all programs to submit requests early and often in order to exhaust all available funds before the middle of May.

Congratulations! We're looking forward to working with you.

Thank you,

Antonio Rice
antonio.rice@jobsforvagrads.org

GRANT SPECIAL CONDITIONS

REPORTING REQUIREMENTS AND PROJECTED DUE DATES

FY 2026 School Resource Officer (SRO)/ School Security Officer (SSO) Grant Program

SRO Funding Opportunity# 544221
SSO Funding Opportunity# 547761

Virginia Department of Criminal Justice Services (DCJS)
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

Grant Special Conditions, Reporting Requirements and Project Due Date

Acceptance of this grant award by the grantee constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised and evaluated in accordance with established employment and personnel policies; and assuring that all terms, conditions and assurances--those submitted with the grant application, and those issued with this award--are complied with.

By signing the Statement of Grant Award/Acceptance, the grantee agrees to:

- use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
- comply with all relevant sections of the ***Code of Virginia***;
- adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions; and,
- comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.

1. Performance and obligation periods

Grant funds, including local match, may be expended and/or obligated during the grant award period of performance. Grantees may only charge to the award allowable costs incurred during this grant award period. All properly incurred obligations must be liquidated no later than 45 days after the end of the award period. No new obligations may be made during the liquidation period. The grantee agrees to submit a final financial report and return all received and unexpended grant funds to DCJS within 45 days of the end of the grant award period.

2. Financial management systems

All grantees are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. They must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. Grantees must properly track the use of award funds and maintain adequate supporting documentation including maintaining proper documentation for all paid grant and match staff and volunteer time reported.

3. Access to grant records

The grantee must authorize DCJS and the Virginia Auditor of Public Accounts (APA) access to, and the right to examine, all records, books, papers, or documents related to this grant.

4. Documentation requirements

The grantee agrees to, upon request, promptly provide financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.

5. Additional monitoring requirements

The grantee understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

6. Record retention and access

Records pertinent to the award must be retained for a period of three (3) years from the date of submission of the final expenditure report. Grantees must provide access, including performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records.

7. Travel policy

Grantees may follow their own established travel rates if they have an established travel policy. DCJS reserves the right to determine the reasonableness of an organization's travel policy. If the grantee does not have an established policy, then they must adhere to State travel policy. DCJS allows reimbursement for actual reasonable expenses and meals according to per diem. Please refer to the following IRS website for the most current mileage rate: https://www.irs.gov/tax-professionals/standard-mileage-rates.
Transportation costs for air and rail must be at coach rates.

8. Project initiation

Within 60 days of the starting date of the grant, the grantee must initiate the project funded. If not, the grantee must report to DCJS, in writing, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. If the project is not operational within 90 days of the start date, the grantee must obtain approval in writing from DCJS for a new implementation date or DCJS may cancel and terminate the project and redistribute the funds.

9. Contract amendments

No changes to the approved application may be made without prior approval from DCJS. Contract/budget amendments must be submitted for review in the On-line Grants Management System (OGMS). These contract amendments include, but are not limited to, the following:

- Budget Amendment – Revision
- Budget Amendment – In Line Adjustment
- Change in Grant Funded Staff
- Change in Authorized Official
- Change in Award Sponsorship
- Project Scope of Work Revision
- Reporting Extension

Check with your grant monitor for details regarding submitting contract amendments via OGMS.

The grantee agrees to submit a contract amendment in OGMS within thirty (30) days of any hiring of or change in grant-funded personnel, or any change in the Project Administrator, Project Director, or Finance Officer from the person listed in the Grant Application.

No amendment to the approved budget may be made without the prior approval of DCJS. No more than two (2) Budget Amendments - Revisions will be permitted during the grant period. Requests, along with accompanying narrative, are to be submitted using the On-line Grants Management System (OGMS). The submission deadline for budget amendments is 45 days prior to the end of the grant period.

10. Financial audits

The grantee agrees to forward, to DCJS or to the Auditor of Public Accounts, a copy of the grantee's scheduled financial statement audit for the fiscal year that covers the grant award period.

11. Project income

Any funds generated as a direct result of DCJS grant-funded projects are deemed project income. Project income must be reported to DCJS. Examples of project income might include service fees; client fees; usage or rental fees; sales of materials; and income received from sale of seized and forfeited assets (cash, personal or real property included). Project income may only be used for allowable program costs and must be spent prior to draw downs. Project income should be reported quarterly by completing the Financial Report in OGMS.

12. Required reports

The grantee agrees to submit, on or before scheduled due dates, such reports as required by DCJS. This includes filing required reports using OGMS. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

13. Delegation of responsibility

Any delegation of responsibility for carrying out grant-funded activities to an office or department not a part of the local government must be pursuant to a written memorandum of understanding by which the implementing office or department agrees to comply with all applicable grant terms, conditions and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions and assurances of the grant award.

14. Procurement

All purchases for goods and services must comply with local established written procurement policies. If a grantee does not have an established written policy, then they must adhere to the Virginia Public Procurement Act: https://dgs.virginia.gov/procurement/policy-consulting--review/policy/.

Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner to provide maximum open and free competition.

Any exemption to this regulation requires the prior approval of DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to DCJS.

15. Nondiscrimination under state grants and programs

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, disability, or status as a veteran under any program or activity receiving state financial assistance or under any program or activity conducted by or on behalf of any state agency.

The formal grant awards that DCJS enters into with all recipients require compliance with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the grant money and the activities financed with the grant money.

16. Unallowable Expenses

These following activities and/or expenses cannot be supported with these funds or used as local match*:

- Expenses related to the purchase of firearms, handcuffs or other wrist restraints, or any stun weapon as defined in *Code of Virginia* §18.2-308.1
- Consultants
- Private security
- Food or beverage for any meeting, training, or event
- Vehicles or vehicle maintenance (*these expenses may be used as local match only)
- Capital expenses, constructions or renovations
- Hosting, coordinating, or organizing local or regional conferences and trainings
- Entertainment
- Honoria or bonuses
- Lobbying and political contributions

17. SRO Basic Training Course

School Resource Officers (SRO) must have attended a DCJS SRO Basic Training course or attend one within 60 days of the first date the SRO begins services in the school building. Once completed the grantee must send a copy of the Partial In-Service Credit (PIC) Form or the Complete Historical Record from TRACER to their DCJS grant monitor. If training does not take place within the specified time period, the grantee must provide an approved training extension to their DCJS grant monitor and, in writing, the steps taken to register for training, the reasons for the delay, and the expected date of training.

18. Compliance with minimum training standards (#20.)

As required by §9.1-114.1, every full-time or part-time law-enforcement officer employed as a School Resource Officer after July 1, 2020, shall comply with the compulsory minimum training standards for school resource officers established by the Board within a period fixed by the Board.

19. Memorandum of Understanding

As required by Virginia Code §22.1-280.2:3, the grantee receiving funds for one or more SRO positions shall enter into a memorandum of understanding between the local law enforcement agency and the school division, to be reviewed every two (2) years.

20. School Security Officer requirements

School Security Officers (SSO) must be certified or become certified by meeting eligibility and training requirements for certification as outlined in 6VAC20-240. Within 60 days of the SSO's hiring date, they must complete first aid training, and compulsory minimum entry-level training and pass all portions with an 80% or higher. Once certified, the SSO is required to receive 16 hours of DCJS approved school security related training, to include a legal portion, over a two-year period to maintain certification.

21. Additional reporting requirements

The grantee agrees to provide additional information and feedback to DCJS staff regarding services provided and program outcomes to support DCJS' reporting requirements to the General Assembly.

22. Program Guidelines

The grantee agrees to comply with the applicable Grant Program Guidelines and Attachments, available here: https://www.dcjs.virginia.gov/grants/programs/fy2026-srosso-incentive-grant-program

23. Personnel Cost

Grant funds may only be used for personnel costs and related benefits for individuals employed on the grant project. Payroll records must specify the grant program and funding sources, with clear identification by cost center or code. Charges for salaries, wages, and fringe benefits must accurately reflect the actual work performed by grant-funded staff during the project period. If a pay period extends beyond the project end date, you do not need to split the costs as long as the subrecipient is receiving a continuation grant. However, costs for salaries, benefits, or other related expenses cannot be charged to the grant after an individual leaves the grant program or outside the grant period.

24. Duplicative Funding

If the subgrantee currently has other active awards of federal funds, or if the subgrantee receives any other award of federal funds during the period of performance for this award, the subgrantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subgrantee must promptly notify DCJS in writing of the potential duplication, and, if so, requested by DCJS, must seek a budget-modification or change-of-project-scope to eliminate any inappropriate duplication of funding.

25. Remedies for non-compliance of award requirements

Failure to comply with any one or more of these award requirements -- whether a condition set out in full above, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the DCJS taking appropriate action with respect to the subrecipient and the award. Among other things, DCJS may withhold award funds, disallow costs, or suspend or terminate the award.

26. Employment Eligibility Verification

The subrecipient is required to properly verify the identity and employment eligibility of all individuals that will be funded (in whole or in part) with these award funds. For the purpose of satisfying the requirement of this condition a subrecipient must use Form I-9 Employment Eligibility Verification process, more information can be found at https://www.uscis.gov/i-9. As part of the recordkeeping for the award, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements. If you have any questions about these conditions please contact your grant monitor.

27. Reporting potential fraud, waste, abuse and similar misconduct

The subgrantee must notify the DCJS Grant Monitor of any suspected fraud, waste, abuse, or misconduct involving or relating to funds under this award.

28. Additional "Action Item" encumbrances

Any additional "action item" encumbrances related to your award will be listed online on the OGMS website under the menu item Grants > Encumbrances. The grantee must address these items before DCJS staff can approve a claim marked as "Submitted" and disburse funds. If an encumbrance is placed on a grant while claims are in "Awaiting Payment, Correcting, Editing or Submitted" status, the claims will be voided or withdrawn by DCJS staff. The subrecipient may resubmit claims that were withdrawn or voided once the encumbrance is resolved.

Unless otherwise stated, these encumbrances must be met by the stated deadline in OGMS. If they remain unmet after this date, then the grantee must report to the DCJS, by letter, the steps taken to achieve compliance, the reasons for non-compliance, and the expected date of compliance. DCJS may terminate grant funding based upon unexplained or unreasonable failure to substantially comply with encumbrances within reasonable specified time frames.

REPORTING REQUIREMENTS AND PROJECTED DUE DATES

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

FY2026 School Resource Officer (SRO)/ School Security Officer (SSO) Grant Program
SRO Funding Opportunity# 544221
SSO Funding Opportunity# 547761

REPORTING REQUIREMENTS

By accepting the accompanying grant award, you are agreeing to submit online quarterly financial reports and status reports for this grant throughout the grant period, as well as any required final reports to close the grant. No eligible current recipient of funding will be considered for continuation funding if, as of the continuation application due date, any of the required financial and progress reports for the current grant are more than 30 days overdue. For good cause, submitted in writing by the grant recipient, DCJS may waive this provision.

To submit reports, requests, and to view your grant award, refer to the On-line Grants Management System (OGMS) at our website: https://ogms.dcjs.virginia.gov/. In order to use this web-based system, if you have not previously done so, you must register in OGMS.

- **FINANCIAL REPORTS & REIMBURSEMENTS (Claims)** – OGMS Detail of Expenditure/ Reimbursement forms are due within 15 days after the end of each calendar quarter. Claim reports are due even if no expenditures occurred during the quarter. If the due date falls on a weekend or non-business day, the report is due on the next business day. For financial questions, contact Joseph Thompson at (804) 225-2782 or via email at Joseph.thompson@dcjs.virginia.gov.

- **STATUS REPORTS** for most grant programs are due within 15 days after the end of each calendar quarter and must be approved by your DCJS Grant Monitor. For status report questions, contact your assigned Grant Monitor.

- **BUDGET (Contract) AMENDMENTS** may be submitted for consideration through OGMS. Please refer to "#10. Contract amendments", above. Please review your Special Conditions carefully to determine the requirements and procedures for amending budgets. For contract amendment questions, contact your assigned Grant Monitor.

- **GRANT CLOSEOUT**: The subrecipient has up to 45 days from the end of the award period to liquidate any unpaid obligations and submit a final financial report. The liquidation period exists to allow projects time to receive final

invoices and make final payments -- no new obligations may be incurred during this period. Unclaimed funds will have the potential to be reappropriated by DCJS, 60 days from the end of the award period. The closeout financial reconciliations process can begin after the last claim is marked as 'Final Request – YES', even if the project end date has not arrived. Once the claims have been reconciled, any unexpended funds will be de-obligated from the award amount and subrecipient access to funds may not be available. Closeout questions should be directed to Joseph Thompson at (804) 225-2782 or via email at Joseph.thompson@dcjs.virginia.gov.

PROJECT STATUS AND FINANCIAL REPORTING SCHEDULE

Calendar Quarter Ending Dates	Report Due Dates
9/30/2025	10/15/2025
12/31/2025	1/15/2026
3/31/2026	4/15/2026
6/30/2026	7/15/2026
Final Financial Report (Claim)	8/15/2026

For technical assistance regarding OGMS, please e-mail: ogmssupport@dcjs.virginia.gov.

For grant related questions or requests, please contact your assigned DCJS Grant Monitor.

Commonwealth of Virginia
Virginia Department of Criminal Justice Services

Statement of Grant Award (SOGA) Instructions

The Statement of Grant Award (SOGA) is included within the DCJS Award Package. It includes the federal and/or state grant information, the three contact persons of record (Project Director, Project Administrator, and Finance Officer), and the approved budget.

If any of the three persons of record listed on your SOGA are incorrect, line through the information DCJS has provided and write in the correct person and their contact information.

Please have this document signed by the Project Administrator or the approved designee.

For more assistance, please contact grantsmgmt@dcjs.virginia.gov.

- ❑ **Project Director, Project Administrator, and Finance Officer**
  - **Project Director –** The person who will have day-to-day responsibility for managing the project.
  - **Project Administrator –** The person who has authority to formally commit the organization, locality, or state agency to complying with all the terms of the grant application, including the provision of the required match. This must be the president of the Board of Directors of a nonprofit organization; the county administrator; the city, county or town manager; the chief elected officer of the locality, such as the Mayor or Chairman of the Board of Supervisors; or, in the case of a state agency, the agency head.
    - **Please Note: If someone other than one of these officials has been delegated the authority to sign, and provides their signature on the grant application, your organization must: (1) provide a letter, memorandum, or other document by which the signing authority was delegated on an official organization letterhead, (2) provide an effective date, (3) list of applicable grant numbers, and (4) the contact information of the person being granted signatory authority.**
    - **The received letter, memorandum, or other document shall run through the project period as defined in the grant award terms and conditions.**
    - **A new letter is required for any newly issued DCJS grant and/or change in delegation of authority.**
  - **Finance Officer –** The person who will be responsible for fiscal management of funds.

Sample Delegation of Authority Letter

Together RVA
1201 N. First Avenue
Richmond, Virginia 23235

September 19, 2023

DCJS Grants Administration
Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, VA 23219

Dear DCJS Grants Administration,

By means of this letter, I, DeAndrea Williams, President of Together RVA, delegate the authority of Project Administrator for the Virginia Department of Criminal Justice Services FY24 VSGP continuation of grant number 22-A1234VP22, to Jane Doe, Executive Director of Together RVA. With this delegation, I grant Jane the authority to commit Together RVA to the grant's conditions and attest that Jane can accept our award.

This delegation is effective immediately and shall run through the project period as defined in the grant award terms and conditions.

Jane's contact information is:

Jane Doe, Executive Director
Together RVA
1201 N. First Avenue
Richmond, Virginia 23235
(804) 222-3344
Jane.Doe@TogetherRVA.org

Sincerely,

DeAndrea Williams
President of Together RVA

Statement of Grant Award (SOGA) Instructions

Sample Statement of Grant Award (SOGA)

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia

VOCA

Subgrantee: ABCOneTwoThree
DUNS Number: 123456789 DCJS Grant Number: 20-A1234VP18
Grant Start Date: 07/01/2019 Grant End Date: 06/30/2020

Federal Grant Number:	2016-VA-GX-0039, 2017-VA-GX-0018, and/or 2018-V2-GX-0011
Federal Awardee:	OVC
Federal Catalog Number:	16.575
Project Description:	To provide direct services for crime victims.

Federal Funds:	**$960,000**	Indirect Cost Rate: _____%
State General Funds:	**$54,000**	***If applicable**
State Special Funds:	**$0**	
Local Match:	**$186,000**	
Total Budget:	**$1,200,000**	

Project Director	Project Administrator	Finance Officer
Ms. Jane Doe Executive Director ABCOneTwoThree P. O. Box 111111 Richmond, VA 23226 (804) 123-4567 jane@ABCOneTwoThree.com	Ms. Elizabeth Doe Board President ABCOneTwoThree P. O. Box 111111 Richmond, VA 23226 (804) 123-4567 elizabeth@ABCOneTwoThree.com	Mr. John Doee Director of Finance ABCOneTwoThree P. O. Box 111111 Richmond, VA 23226 (804) 123-4567 john@ABCOneTwoThree.com

***Please indicate your ICR in the space provided, if applicable.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and Special Conditions attached thereto, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature: _____
Authorized Official (Project Administrator)

Title: _____

Date: _____

COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

The Honorable Jackson H. Miller
Director

Tracy Louise Winn Banks, Esq.
Chief Deputy Director

Washington Building
1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
www.dcjs.virginia.gov

June 2, 2025

Mr. C. Young
Tazewell County Administrator
197 Main Street
Tazewell,Virginia 24651

RE: 547761-FY26 - School Security Officer Continuation Grants - SSO

Dear Mr. C. Young:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **26-609-A** and was approved for a total award of **$532,224**, funded through Award Number **2026-FREE-GRANT.** The project period is **7/1/2025** through **6/30/2026**.

Included with this letter is your Statement of Grant Award/Acceptance (SOGA), Special Conditions, Reporting Requirements, and Projected Due Dates. In addition, there may be "Action Item" Special Conditions related to your grant award called *Encumbrances* that require your immediate attention. If there are any, please submit those documents via the On-line Grants Management System (OGMS) at https://ogms.dcjs.virginia.gov. Additionally, if you cannot access your grant in OGMS, your application may be under negotiation. Please check your email and/or spam for OGMS correspondence and follow up with your DCJS Grant Monitor.

If you have not previously done so, you must register to use this web-based system. The instructions on *Registering for a New Account* and *Submitting Action Item Encumbrances* are posted here www.dcjs.virginia.gov/grants/ogms-training-resources along with other resources and training videos. All registrants will be approved within 3–5 business days.

We will be happy to assist you in any way we can to assure your project's success. To indicate your acceptance of the award and conditions, please sign the included SOGA and return it electronically within the next 60 days to grantsmgmt@dcjs.virginia.gov. If you have questions, contact your DCJS Grant Monitor **Elizabeth Polak** at **(804) 659-6487** or via email at **elizabeth.polak@dcjs.virginia.gov**.

Sincerely,

Jackson Miller
Director

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, VA 23219

547761-FY26 - School Security Officer Continuation Grants - SSO

Subgrantee: Tazewell County
DCJS Grant Number: 26-609-A
Grant Start Date: 7/1/2025
Grant End Date: 6/30/2026

Indirect Cost Rate: _____% ***If applicable**

State General Funds: **$ 0**
State Special Funds: **$401,248**
Local Match: **$130,976**

Total Budget: **$532,224**

Project Director	Project Administrator	Finance Officer
Dr. Christopher Stacy Division Superintendent 506 Jeffersonville Street Tazewell, Virginia 24651 276-988-5511 cstacy@tcpsva.org	Mr. C. Young Tazewell County Administrator 197 Main Street Tazewell, Virginia 24651 276-385-1208 eric.young@tazewellcounty.org	Ms. Jessica Cox Director of Finance and Budget 506 Jeffersonville Street Tazewell, Virginia 24651 276-988-5511 jcox@tcpsva.org

***Please indicate your ICR in the space provided, if applicable.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and reviewing the Special Conditions, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature: _____
Authorized Official (Project Administrator)

Title: _____

Date: _____

Virginia Department of Education

Authorization of Signature in Absence of Division Superintendent

Tazewell County Public Schools

The School Board of the Country, City, or Town of **Tazewell County** at a meeting held on June 9, 2025 by duly recorded vote approved and authorized the person(s) listed below to sign all Virginia Department of Education reports, documents, requisitions, and other official correspondence in the absence of the Division Superintendent.

Ms. Deidra Hill
Deputy Superintendent

Deputy Superintendent

Signature:
Signature on File

Authorization Approved
through: **June 30, 2025**

Extended
through: June 30, 2026

This is to certify that the signature authorization action was approved and incorporated in the minutes of said School Board on the aforementioned date.

Signature of Division Superintendent

Christopher B. Stacy, Ed.D.
Printed Name of Division Superintendent

Signature of Clerk of the School Board

Vicki L. Bailey
Printed Name of Clerk of the School Board

Date: June 9, 2025

Signature of School Board Chair

B. Irene Mullins
Printed Name of School Board Chair

Seal of Clerk of the School Board

Mail to: Virginia Department of Education
Educational Applications
22nd Floor
P.O.Box 2120
Richmond, VA 23218-2120

PURCHASING PROCEDURES

All procurements made by the school division are in accordance with the Virginia Public Procurement Act.

Certification Regarding Certain Offenses

As a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the School Board requires the contractor to provide certification of whether any individual who will provide such services has been convicted of any violent felony or crime of moral turpitude set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

This requirement does not apply to a contractor or employees of the contractor providing services to the school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or employees of the contractor will have no direct contact with students.

Award of Contracts When Individuals Who Will Provide Services Have Been Convicted of Certain Crimes

The School Board will not award a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any violent felony or crime of moral turpitude set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense.

The School Board may award a contract for the provision of services to an individual who was convicted of a violent felony or crime of moral turpitude if the following conditions are met in accordance with subsection F(2) of Va. Code § 22.1-296.1, specifically that:

(1) such felony conviction does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense;

(2) such individual:

(a) has had their civil rights restored by the Governor,

(b) has completed all terms of supervision and has been released from supervision for more than 20 years,
(c) is, in the opinion of the School Board, of upstanding character, and
(d) has demonstrated commitment to public or community service and rehabilitation after completing all terms of supervision; and

(3) the School Board certifies in writing that such an individual meets the requirements set forth above.

The School Board may award a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, the Governor has restored the individual's civil rights.

Unauthorized Aliens

The School Board provides in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Use of Forced and Indentured Child Labor by Contract Prohibited

The School Board includes in every contract for goods and services that exceeds $10,000, provisions that:

1. The use of forced or indentured child labor, as defined in as its definition in Va. Code § 2.2-4311.3(A), in the performance of the contract is prohibited; and

2. The contractor will include a prohibition on the use of forced or indentured child labor in the performance of the contract in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this policy, "forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Discrimination by Contractor Prohibited

The School Board includes the following provisions in every contract of more than $10,000:

1. During the performance of this contract, the contractor agrees as follows:

    a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

    b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

    c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order ~~of~~ over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

Contracts for Information Technology Goods and Services – State Law Contract Terms

As used in this policy, "information technology goods and services" means communications, telecommunications, automated data processing, applications, databases, data networks, management information systems, and other related goods and services.

The terms or provisions in any contract with the school board for the acquisition of information technology goods or services should not conflict with Virginia law. If such contract has terms and provisions that conflict with Virginia law, those terms and provisions shall not be valid or enforceable to the extent of such conflict; however, the contract otherwise remains enforceable.

Choice of Law. Any term or provision in a contract for the acquisition of information technology goods or services shall be void and deemed to provide for the application of the law of the Commonwealth of Virginia, without regard to such contract's

choice of law provisions, and to provide for jurisdiction in the courts of the Commonwealth, if such contract term or provision:

- makes the public contract subject to, governed by, or interpreted under the laws of another state or country or
- requires or permits any litigation or other dispute resolution proceeding arising from the public contract to be conducted in another state or country.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-4311, 2.2-4311.1, 2.2-4311.3, 22.1-296.1.

Cross Refs.:

GCDA	Effect of Criminal Conviction
IGBGA	Online Courses and Virtual School Programs
IIAA	Textbook Selection, Adoption and Purchase
KN	Sex Offender and Crimes Against Minors Registry Information

PURCHASING PROCEDURES

All procurements made by the school division are in accordance with the Virginia Public Procurement Act.

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As a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the School Board requires the contractor to provide certification of whether any individual who will provide such services has been convicted of any violent felony or crime of moral turpitude set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

This requirement does not apply to a contractor or employees of the contractor providing services to the school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or employees of the contractor will have no direct contact with students.

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The School Board will not award a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any violent felony or crime of moral turpitude set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense.

The School Board may award a contract for the provision of services to an individual who was convicted of a violent felony or crime of moral turpitude if the following conditions are met in accordance with subsection F(2) of Va. Code § 22.1-296.1, specifically that:

(1) such felony conviction does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense;
(2) such individual:
    (a) has had their civil rights restored by the Governor,
    (b) has completed all terms of supervision and has been released from supervision for more than 20 years,

(c) is, in the opinion of the School Board, of upstanding character, and
(d) has demonstrated commitment to public or community service and rehabilitation after completing all terms of supervision; and

(3) the School Board certifies in writing that such an individual meets the requirements set forth above.

The School Board may award a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, the Governor has restored the individual's civil rights.

Unauthorized Aliens

The School Board provides in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Use of Forced and Indentured Child Labor by Contract Prohibited

The School Board includes in every contract for goods and services that exceeds $10,000, provisions that:

1. The use of forced or indentured child labor, as defined in as its definition in Va. Code § 2.2-4311.3(A), in the performance of the contract is prohibited; and

2. The contractor will include a prohibition on the use of forced or indentured child labor in the performance of the contract in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this policy, "forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Discrimination by Contractor Prohibited

The School Board includes the following provisions in every contract of more than $10,000:

1. During the performance of this contract, the contractor agrees as follows:

    a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

    b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

    c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

Contracts for Information Technology Goods and Services – State Law Contract Terms

As used in this policy, "information technology goods and services" means communications, telecommunications, automated data processing, applications, databases, data networks, management information systems, and other related goods and services.

The terms or provisions in any contract with the school board for the acquisition of information technology goods or services should not conflict with Virginia law. If such contract has terms and provisions that conflict with Virginia law, those terms and provisions shall not be valid or enforceable to the extent of such conflict; however, the contract otherwise remains enforceable.

Choice of Law. Any term or provision in a contract for the acquisition of information technology goods or services shall be void and deemed to provide for the application of the law of the Commonwealth of Virginia, without regard to such contract's choice of law provisions, and to provide for jurisdiction in the courts of the Commonwealth, if such contract term or provision:

- makes the public contract subject to, governed by, or interpreted under the laws of another state or country or

- requires or permits any litigation or other dispute resolution proceeding arising from the public contract to be conducted in another state or country.

Adopted: July 14, 2025

Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-4311, 2.2-4311.1, 2.2-4311.3, 22.1-296.1.

Cross Refs.:

GCDA	Effect of Criminal Conviction
IGBGA	Online Courses and Virtual School Programs
IIAA	Textbook Selection, Adoption and Purchase
KN	Sex Offender and Crimes Against Minors Registry Information

SCHOOL CRISIS, EMERGENCY MANAGEMENT AND MEDICAL EMERGENCY RESPONSE PLAN

Each school develops a written school crisis, emergency management and medical emergency response plan as defined below. The School Board includes the chief law-enforcement officer, the fire chief, the chief of the emergency medical services agency, the executive director of the regional emergency medical services council, and the emergency management official of the locality, or their designees, in the development of such plans. The School Board, the chief law-enforcement officer, the fire chief, the chief of the emergency medical services agency, the executive director of the regional emergency medical services council, and the emergency management official of the locality, or their designees, annually review each school's plan. The Department of Education and the Virginia Center for School and Campus Safety (VCSCS) will provide technical assistance to the school division in the development of the plans. In developing these plans, schools may consult the model school crisis, emergency management, and medical emergency response plan developed by the Board of Education and the VCSCS.

the Division Superintendent

The School Board designates INSERT NAME OR POSITION HERE as emergency manager.

Each school annually conducts school safety audits as defined below in collaboration with the chief law-enforcement officer of the locality or with that officer's designee. The results of such school safety audits are made public within 90 days of completion. The School Board may withhold or limit the release of any security plans, walk-through checklists and specific vulnerability assessment components as provided in the Virginia Freedom of Information Act, Va. Code § 2.2-3705.2. The completed walk-through checklist will be made available upon request to the chief law-enforcement officer of the locality or that officer's designee. Each school maintains a copy of the school's safety audit, which may exclude such security plans, walk-through checklists and vulnerability assessment components, within the office of the school principal and makes a copy of such report available for review upon written request.

Each school submits a copy of its school safety audit to the superintendent. The superintendent collates and submits all such school safety audits, in the prescribed format and manner of submission, to the VCSCS and shall make available upon request to the chief law-enforcement officer of the locality the results of such audits for the officer's review and recommendation. The superintendent includes the designation of the division safety official, which includes a current mailing address, a current working daytime phone number, a current functional email address, and a current functional fax number, with the school safety audits when they are submitted to VCSCS.

The superintendent establishes a school safety audit committee to include, if available, representatives of parents, teachers, local law-enforcement, emergency services agencies, local community services boards and judicial and public safety personnel. The school safety audit committee reviews the completed school safety

audits and submits any plans, as needed, for improving school safety to the superintendent for submission to the School Board. The Superintendent or Superintendent's designee and the school safety audit committee may meet annually on the grounds of any public school in the school division with the chief law-enforcement officer of the locality or a designee from the local law-enforcement agency to discuss the school safety audit completed for such school.

"School crisis, emergency management, and medical emergency response plan" means the essential procedures, operations, and assignments required to prevent, manage, and respond to a critical event or emergency, including natural disasters involving fire, flood, tornadoes or other severe weather; loss or disruption of power, water, communications or shelter; bus or other accidents; medical emergencies, including cardiac arrest and other life threatening medical emergencies; student or staff member deaths; explosions; bomb threats; gun, knife or other weapons threats; spills or exposures to hazardous substances; the presence of unauthorized persons or trespassers; the loss, disappearance or kidnapping of a student; hostage situations; violence on school property or at school activities; incidents involving acts of terrorism; and other incidents posing a serious threat of harm to students, personnel or facilities. The plan includes a provision that the Department of Criminal Justice Services and the Virginia Criminal Injuries Compensation Fund shall be contacted immediately to deploy assistance in the event of an emergency as defined in the emergency response plan when there are victims as defined in Va. Code § 19.2-11.01, as well as current contact information for both.

"School safety audit" means a written assessment of the safety conditions in each public school to (1) identify and, if necessary, develop solutions for physical safety concerns, including building security issues and (2) identify and evaluate any patterns of student safety concerns occurring on school property or at school-sponsored events. Solutions and responses include recommendations for structural adjustments, changes in school safety procedures and revisions to the Standards of Student Conduct. The audit is consistent with a list of items identified by VCSCS to be reviewed and evaluated. As part of each audit, the School Board creates a detailed and accurate floor plan for each school building or certifies that the existing floor plan is sufficiently detailed and accurate. Each audit shall include a review of the school's comprehensive plan for closures during public health emergencies.

Each school has contingency plans for emergencies that include staff trained or certified in cardiopulmonary resuscitation (CPR), the use of Automated External Defibrillators (AED), the Heimlich maneuver, and emergency first aid.

Athletic Emergency Action Plan or Cardiac Emergency Response Plan

Each school, specifically including those that schools that have an athletic department or organized athletic program, develops and implements a cardiac emergency response plan or an athletic emergency action plan, as defined below, which address the appropriate use of school personnel to respond to incidents involving

an individual who is experiencing sudden cardiac arrest or a similar life-threatening emergency while on school grounds or while such individual is attending or participating in an athletic practice or event sponsored by a school or conducted as a part of a school's athletic department or organized athletic program. Each school works directly with local emergency service providers to integrate the school's athletic emergency action plan and cardiac emergency response plan into the local community's emergency medical services response protocols.

"Athletic emergency action plan" or "athletic EAP" means an emergency action plan that establishes and details emergency management and response preparations, strategies, and guidelines specifically for emergencies that occur in an athletic setting, including sports-related health emergencies and physical injuries that occur in the course of participating in athletic practices, games, competition or other events."

"Cardiac emergency response plan" or "CERP" means a written document that establishes the specific steps to reduce death from sudden cardiac arrest that occurs on school grounds.

Each CERP and athletic EAP:

- establishes a cardiac emergency response team, which team is activated in response to a sudden cardiac event;
- is integrated into the local community's emergency medical services response protocols;
- is practiced at least annually through the use of drills for responding to sudden cardiac arrest on school grounds;
- ensures the placement and routine maintenance of AEDs in each school building including venues where school-sponsored athletic practices or competitions are held;
- ensures each AED is identified with appropriate signage and is on-site or made available in an unlocked location on school property in a manner that the AED can accessed and placed on an individual experiencing sudden cardiac arrest or a similar life-threatening emergency within three minutes;
- ensures appropriate staff, including school nurses, athletic trainers, and coaches, are properly trained in first aid, CPR, and the use of AEDs;
- is reviewed and evaluated on an ongoing and annual basis and amended as necessary; and
- is provided to appropriate individuals throughout the school community.

Bleeding Control Program

Subject to and with funds provided by the General Assembly for such purpose, the School Board develops a bleeding control program in each school in the division that requires bleeding control kits:

- be placed in each school building in locations designated by the division safety officer or local first responders as being easily accessible;
- be presented and used in all drills and emergencies;
- be inspected annually to ensure the materials, supplies, and equipment contained therein are not expired;
- have any expired materials, supplies, and equipment, replaced as necessary; and
- be restocked and materials replaced in each kit after each use to ensure the kit contains all required materials, supplies, and equipment.

For the purposes of this policy, "bleeding control kits" means a first aid response kit that must contain at least:

- one tourniquet endorsed by the Committee on Tactical Combat Casualty Care of the federal Defense Health Agency,
- one compression bandage,
- one bleeding control bandage,
- one pair of protective gloves and one marker,
- one pair of scissors, and (f) one set of instructional documents developed by the Stop the Bleed national awareness campaign of the U.S. Department of Homeland Security or the American College of Surgeons' Committee on Trauma

and may contain:

- other tourniquets and bandages similar to those described above; and
- any additional items that are approved by local law enforcement or first responders, that can adequately treat a traumatic injury involving bleeding and can be stored in a readily available kit.

In addition, the school administration ensures that the school has:

- written procedures to follow in emergencies such as fire, injury, illness, allergic reactions and violent or threatening behavior. The procedures include Policy JHCD Administering Medicine to Students. The plan is outlined in the student handbook and discussed with staff and students during the first week of each school year;
- space for the proper care of students who become ill;
- a written procedure, in accordance with guidelines established by the School Board, for responding to violent, disruptive or illegal activities by students on school property or during a school sponsored activity; ~~and~~
- written procedures to follow for the safe evacuation of persons with special physical, medical or language needs who may need assistance to exit a facility. Each school building evacuation plan includes provisions that seek to maximize the opportunity for students with mobility impairments to evacuate the school building alongside their non-mobility-impaired peers,
- written procedures relating to the procurement, placement, maintenance, and replacement of opioid antagonists in each such school, and

procedures relating to the possession and administration of an opioid antagonist in accordance with Va. Code § 22.1-274.4:1(B) and Policy EBBC Opioid Antagonists; and

- written procedures relating to the procurement, placement, use, inspection, and restocking of bleeding control kits in accordance with Va. Code § 22.1-274.7(B).

Adopted:

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Legal Refs: Code of Virginia, 1950, as amended, §§ 2.2-3705.2, 22.1-137.4, 22.1-206.01, 22.1-271.9, 22.1-274.4:1, 22.1-274.7, 22.1-279.8, 54.1-3408.

~~8 VAC 20-131-260~~ 8 VAC 20-132-240.

Cross Refs.:

CBA	Qualifications and Duties for the Superintendent
CLA	Reporting Acts of Violence and Substance Abuse
EBAA	Reporting of Hazards
EBB	Threat Assessment Teams
EBBA	Emergency First Aid, CPR and AED Certified Personnel
EBBC	Opioid Antagonists
EBCB	Safety Drills
EEAB	School Bus Scheduling and Routing
GBEB	Staff Weapons in School
JFC	Student Conduct
JFCD	Weapons in School
JFCE	Gang Activity or Association
JHCD	Administering Medicines to Students
JHH	Suicide Prevention
JJAC	Student-Athlete Concussions
JJAF	Student-Athlete Cardiac Arrest
JJAG	Student-Athlete Extreme Heat Safety and Protection
JM	Restraint and Seclusion of Students
JO	Student Records
KGD	Notification of School-Connected Student Overdose
KK	School Visitors

SCHOOL CRISIS, EMERGENCY MANAGEMENT AND MEDICAL EMERGENCY RESPONSE PLAN

Each school develops a written school crisis, emergency management and medical emergency response plan as defined below. The School Board includes the chief law-enforcement officer, the fire chief, the chief of the emergency medical services agency, the executive director of the regional emergency medical services council, and the emergency management official of the locality, or their designees, in the development of such plans. The School Board, the chief law-enforcement officer, the fire chief, the chief of the emergency medical services agency, the executive director of the regional emergency medical services council, and the emergency management official of the locality, or their designees, annually review each school's plan. The Department of Education and the Virginia Center for School and Campus Safety (VCSCS) will provide technical assistance to the school division in the development of the plans. In developing these plans, schools may consult the model school crisis, emergency management, and medical emergency response plan developed by the Board of Education and the VCSCS.

The School Board designates the Division Superintendent as emergency manager.

Each school annually conducts school safety audits as defined below in collaboration with the chief law-enforcement officer of the locality or with that officer's designee. The results of such school safety audits are made public within 90 days of completion. The School Board may withhold or limit the release of any security plans, walk-through checklists and specific vulnerability assessment components as provided in the Virginia Freedom of Information Act, Va. Code § 2.2-3705.2. The completed walk-through checklist will be made available upon request to the chief law-enforcement officer of the locality or that officer's designee. Each school maintains a copy of the school's safety audit, which may exclude such security plans, walk-through checklists and vulnerability assessment components, within the office of the school principal and makes a copy of such report available for review upon written request.

Each school submits a copy of its school safety audit to the superintendent. The superintendent collates and submits all such school safety audits, in the prescribed format and manner of submission, to the VCSCS and shall make available upon request to the chief law-enforcement officer of the locality the results of such audits for the officer's review and recommendation. The superintendent includes the designation of the division safety official, which includes a current mailing address, a current working daytime phone number, a current functional email address, and a current functional fax number, with the school safety audits when they are submitted to VCSCS.

The superintendent establishes a school safety audit committee to include, if available, representatives of parents, teachers, local law-enforcement, emergency services agencies, local community services boards and judicial and public safety personnel. The school safety audit committee reviews the completed school safety

audits and submits any plans, as needed, for improving school safety to the superintendent for submission to the School Board. The Superintendent or Superintendent's designee and the school safety audit committee may meet annually on the grounds of any public school in the school division with the chief law-enforcement officer of the locality or a designee from the local law-enforcement agency to discuss the school safety audit completed for such school.

"School crisis, emergency management, and medical emergency response plan" means the essential procedures, operations, and assignments required to prevent, manage, and respond to a critical event or emergency, including natural disasters involving fire, flood, tornadoes or other severe weather; loss or disruption of power, water, communications or shelter; bus or other accidents; medical emergencies, including cardiac arrest and other life threatening medical emergencies; student or staff member deaths; explosions; bomb threats; gun, knife or other weapons threats; spills or exposures to hazardous substances; the presence of unauthorized persons or trespassers; the loss, disappearance or kidnapping of a student; hostage situations; violence on school property or at school activities; incidents involving acts of terrorism; and other incidents posing a serious threat of harm to students, personnel or facilities. The plan includes a provision that the Department of Criminal Justice Services and the Virginia Criminal Injuries Compensation Fund shall be contacted immediately to deploy assistance in the event of an emergency as defined in the emergency response plan when there are victims as defined in Va. Code § 19.2-11.01, as well as current contact information for both.

"School safety audit" means a written assessment of the safety conditions in each public school to (1) identify and, if necessary, develop solutions for physical safety concerns, including building security issues and (2) identify and evaluate any patterns of student safety concerns occurring on school property or at school-sponsored events. Solutions and responses include recommendations for structural adjustments, changes in school safety procedures and revisions to the Standards of Student Conduct. The audit is consistent with a list of items identified by VCSCS to be reviewed and evaluated. As part of each audit, the School Board creates a detailed and accurate floor plan for each school building or certifies that the existing floor plan is sufficiently detailed and accurate. Each audit shall include a review of the school's comprehensive plan for closures during public health emergencies.

Each school has contingency plans for emergencies that include staff trained or certified in cardiopulmonary resuscitation (CPR), the use of Automated External Defibrillators (AED), the Heimlich maneuver, and emergency first aid.

Athletic Emergency Action Plan or Cardiac Emergency Response Plan

Each school, specifically including those that schools that have an athletic department or organized athletic program, develops and implements a cardiac emergency response plan or an athletic emergency action plan, as defined below, which address the appropriate use of school personnel to respond to incidents involving

an individual who is experiencing sudden cardiac arrest or a similar life-threatening emergency while on school grounds or while such individual is attending or participating in an athletic practice or event sponsored by a school or conducted as a part of a school's athletic department or organized athletic program. Each school works directly with local emergency service providers to integrate the school's athletic emergency action plan and cardiac emergency response plan into the local community's emergency medical services response protocols.

"Athletic emergency action plan" or "athletic EAP" means an emergency action plan that establishes and details emergency management and response preparations, strategies, and guidelines specifically for emergencies that occur in an athletic setting, including sports-related health emergencies and physical injuries that occur in the course of participating in athletic practices, games, competition or other events."

"Cardiac emergency response plan" or "CERP" means a written document that establishes the specific steps to reduce death from sudden cardiac arrest that occurs on school grounds.

Each CERP and athletic EAP:

- establishes a cardiac emergency response team, which team is activated in response to a sudden cardiac event;
- is integrated into the local community's emergency medical services response protocols;
- is practiced at least annually through the use of drills for responding to sudden cardiac arrest on school grounds;
- ensures the placement and routine maintenance of AEDs in each school building including venues where school-sponsored athletic practices or competitions are held;
- ensures each AED is identified with appropriate signage and is on-site or made available in an unlocked location on school property in a manner that the AED can accessed and placed on an individual experiencing sudden cardiac arrest or a similar life-threatening emergency within three minutes;
- ensures appropriate staff, including school nurses, athletic trainers, and coaches, are properly trained in first aid, CPR, and the use of AEDs;
- is reviewed and evaluated on an ongoing and annual basis and amended as necessary; and
- is provided to appropriate individuals throughout the school community.

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Subject to and with funds provided by the General Assembly for such purpose, the School Board develops a bleeding control program in each school in the division that requires bleeding control kits:

- be placed in each school building in locations designated by the division safety officer or local first responders as being easily accessible;
- be presented and used in all drills and emergencies;
- be inspected annually to ensure the materials, supplies, and equipment contained therein are not expired;
- have any expired materials, supplies, and equipment, replaced as necessary; and
- be restocked and materials replaced in each kit after each use to ensure the kit contains all required materials, supplies, and equipment.

For the purposes of this policy, “bleeding control kits” means a first aid response kit that must contain at least:

- one tourniquet endorsed by the Committee on Tactical Combat Casualty Care of the federal Defense Health Agency,
- one compression bandage,
- one bleeding control bandage,
- one pair of protective gloves and one marker,
- one pair of scissors, and (f) one set of instructional documents developed by the Stop the Bleed national awareness campaign of the U.S. Department of Homeland Security or the American College of Surgeons' Committee on Trauma

and may contain:

- other tourniquets and bandages similar to those described above; and
- any additional items that are approved by local law enforcement or first responders, that can adequately treat a traumatic injury involving bleeding and can be stored in a readily available kit.

In addition, the school administration ensures that the school has:

- written procedures to follow in emergencies such as fire, injury, illness, allergic reactions and violent or threatening behavior. The procedures include Policy JHCD Administering Medicine to Students. The plan is outlined in the student handbook and discussed with staff and students during the first week of each school year;
- space for the proper care of students who become ill;
- a written procedure, in accordance with guidelines established by the School Board, for responding to violent, disruptive or illegal activities by students on school property or during a school sponsored activity;
- written procedures to follow for the safe evacuation of persons with special physical, medical or language needs who may need assistance to exit a facility. Each school building evacuation plan includes provisions that seek to maximize the opportunity for students with mobility impairments to evacuate the school building alongside their non-mobility-impaired peers,
- written procedures relating to the procurement, placement, maintenance, and replacement of opioid antagonists in each such school, and

procedures relating to the possession and administration of an opioid antagonist in accordance with Va. Code § 22.1-274.4:1(B) and Policy EBBC Opioid Antagonists; and

- written procedures relating to the procurement, placement, use, inspection, and restocking of bleeding control kits in accordance with Va. Code § 22.1-274.7(B).

Adopted: July 14, 2025

Legal Refs: Code of Virginia, 1950, as amended, §§ 2.2-3705.2, 22.1-137.4, 22.1-206.01, 22.1-271.9, 22.1-274.4:1, 22.1-274.7, 22.1-279.8, 54.1-3408.

8 VAC 20-132-240.

Cross Refs.:

CBA	Qualifications and Duties for the Superintendent
CLA	Reporting Acts of Violence and Substance Abuse
EBAA	Reporting of Hazards
EBB	Threat Assessment Teams
EBBA	Emergency First Aid, CPR and AED Certified Personnel
EBBC	Opioid Antagonists
EBCB	Safety Drills
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JHCD	Administering Medicines to Students
JHH	Suicide Prevention
JJAC	Student-Athlete Concussions
JJAF	Student-Athlete Cardiac Arrest
JJAG	Student-Athlete Extreme Heat Safety and Protection
JM	Restraint and Seclusion of Students
JO	Student Records
KGD	Notification of School-Connected Student Overdose
KK	School Visitors

THREAT ASSESSMENT TEAMS

The superintendent establishes a threat assessment team for each school. Teams may serve one or more schools as determined by the superintendent. The teams assess and intervene with individuals whose behavior may pose a threat to the safety of school staff or students consistent with the model policies developed by the Virginia Center for School and Campus Safety including procedures for referrals to community services boards or health care providers for evaluation or treatment when appropriate.

Each team includes persons with expertise in counseling, instruction, school administration and law enforcement, and in schools in which a school resource officer is employed, at least one such school resource officer. New threat assessment team members complete an initial threat assessment training and all threat assessment team members complete refresher threat assessment training every three years. Each team

- provides guidance to students, faculty and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school or self;
- identifies members of the school community to whom threatening behavior should be reported; and
- implements policies adopted by the School Board.

A principal who has received information that a juvenile is a suspect in or has been charged with certain violations of law pursuant to Va. Code § 16.1-301 may provide such information to a threat assessment team. No member of a threat assessment team may disclose any such information or use such information for any purpose other than evaluating threats to students and school personnel.

Upon a preliminary determination that a student poses a threat of violence or physical harm to self or others, a threat assessment team immediately reports its determination to the superintendent or superintendent's designee. The superintendent or superintendent's designee immediately attempts to notify the student's parent or legal guardian. and shall provide, either in such initial attempt to notify the student's parent or legal guardian or through a separate communication to the student's parent or legal guardian made as soon as practicable thereafter. Such materials:

- will address recognition of and strategies for responding to behavior indicating that a student poses a threat of violence or physical harm to self or others,
- must include information on the legal requirements in Va. Code § 18.2-56.2 relating to the safe storage of firearms in the presence of minors; and
- may include guidance on best practices and strategies for limiting a student's access to lethal means, including firearms and medications.

Nothing in this policy precludes school division personnel from acting immediately to address an imminent threat.

Upon a preliminary determination by the threat assessment team that an individual poses a threat of violence to self or others or exhibits significantly disruptive behavior or need for assistance, a threat assessment team may obtain criminal history record information, as provided in Va. Code §§ 19.2-389 and 19.2-389.1, and health records, as provided in Va. Code § 32.1-127.1:03. No member of a threat assessment team rediscloses any criminal history record information or health information obtained pursuant to this policy or otherwise uses any record of an individual beyond the purpose for which such disclosure was made to the threat assessment team.

Each threat assessment team collects and reports to the Virginia Center for School and Campus Safety (the Center) quantitative data on its activities using the case management tool developed by the Center.

The superintendent may establish a committee to oversee the threat assessment teams or may assign the oversight of the teams to an existing committee. If such a committee is established, it will include individuals with expertise in human resources, education, school administration, mental health and law enforcement.

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 16.1-301, 18.2-56.2, 22.1-79.4.

Cross Refs.:

BCF	Advisory Committees to the School Board
CLA	Reporting Acts of Violence and Substance Abuse
EB	School Crisis, Emergency Management and Medical Emergency Response Plan
JFC	Student Conduct
JFCD	Weapons in School
JFCI	Substance Abuse-Student Assistance Program
JGD/JGE	Student Suspension/Expulsion
~~JDGA~~ JGDA	Disciplining Students with Disabilities
JFCC	Student Conduct on School Buses
JFCE	Gang Activity or Association
~~JFCC~~	~~Student Conduct on School Buses~~
JHH	Suicide Prevention
JM	Restraint and Seclusion of Students
JO	Student Records
KNAJ	Relations with Law Enforcement Authorities

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Adopted: July 14, 2025

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	JFCE	Gang Activity or Association
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	JM	Restraint and Seclusion of Students
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	KNAJ	Relations with Law Enforcement Authorities

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EMERGENCY FIRST AID, CPR AND AED CERTIFIED PERSONNEL

In school buildings with an instructional and administrative staff of ten or more, there shall be at least three employees who have current certification or training in emergency first aid, cardiopulmonary resuscitation (CPR) and the use of an automated external defibrillator (AED). If one or more students diagnosed as having diabetes attend such school, there shall be at least two employees who have been trained in the administration of insulin and glucagon.

In school buildings with an instructional and administrative staff of fewer than ten, there shall be at least two employees who have current certification or training in emergency first aid, CPR and the use of an AED. If one or more students diagnosed as having diabetes attend such school, there shall be at least one employee who has been trained in the administration of insulin and glucagon.

In each school with an athletic emergency action plan or cardiac emergency response plan, appropriate staff, including school nurses, athletic trainers, and coaches are trained in first aid, CPR, and the use of AEDs.

When a registered nurse, advanced practice registered nurse, physician or physician assistant is present, no employee who is not a registered nurse, advanced practice registered nurse, physician or physician assistant shall assist with the administration of insulin or administer glucagon. Prescriber authorization and parental consent shall be obtained for any employee who is not a registered nurse, advanced practice registered nurse, physician or physician assistant to assist with the administration of insulin and administer glucagon.

In each public elementary and secondary school at least one employee (i) is authorized by a prescriber and has been trained and is certified in the administration of an opioid antagonist, and (ii) at all times during regular school hours, has the means to access any opioid antagonist supply.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-206.01, 22.1-271.9, 22.1-274, 22.1-274.4, 22.1-274.4:1, 22.1-274.7, 54.1-3408.

Cross Ref.:		
	EB	School Crisis, Emergency Management, and Medical Emergency Response Plan
	EBBC	Opioid Antagonists
	JHCD	Administering Medicines to Students
	JJAG	Student-Athlete Extreme Heat Safety and Protection
	KGD	Notification of School-Connected Overdose

EMERGENCY FIRST AID, CPR AND AED CERTIFIED PERSONNEL

In school buildings with an instructional and administrative staff of ten or more, there shall be at least three employees who have current certification or training in emergency first aid, cardiopulmonary resuscitation (CPR) and the use of an automated external defibrillator (AED). If one or more students diagnosed as having diabetes attend such school, there shall be at least two employees who have been trained in the administration of insulin and glucagon.

In school buildings with an instructional and administrative staff of fewer than ten, there shall be at least two employees who have current certification or training in emergency first aid, CPR and the use of an AED. If one or more students diagnosed as having diabetes attend such school, there shall be at least one employee who has been trained in the administration of insulin and glucagon.

In each school with an athletic emergency action plan or cardiac emergency response plan, appropriate staff, including school nurses, athletic trainers, and coaches are trained in first aid, CPR, and the use of AEDs.

When a registered nurse, advanced practice registered nurse, physician or physician assistant is present, no employee who is not a registered nurse, advanced practice registered nurse, physician or physician assistant shall assist with the administration of insulin or administer glucagon. Prescriber authorization and parental consent shall be obtained for any employee who is not a registered nurse, advanced practice registered nurse, physician or physician assistant to assist with the administration of insulin and administer glucagon.

In each public elementary and secondary school at least one employee (i) is authorized by a prescriber and has been trained and is certified in the administration of an opioid antagonist, and (ii) at all times during regular school hours, has the means to access any opioid antagonist supply.

Adopted: July 14, 2025

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-206.01, 22.1-271.9, 22.1-274, 22.1-274.4, 22.1-274.4:1, 22.1-274.7, 54.1-3408.

Cross Ref.:

EB	School Crisis, Emergency Management, and Medical Emergency Response Plan
EBBC	Opioid Antagonists
JHCD	Administering Medicines to Students
JJAG	Student-Athlete Extreme Heat Safety and Protection
KGD	Notification of School-Connected Overdose

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NEW POLICY

File: EBBC

OPIOID ANTAGONISTS

Administration

A dosage of opioid antagonist may be administered to any student, faculty, or staff member who is believed to be experiencing or about to experience a life-threatening opioid overdose, by a school nurse, local health department employees that are assigned to a public school by agreement, school board employees who have completed training and are certified in the administration of an opioid antagonist for overdose reversal by a program administered or authorized by the Department of Health, other school board employees or individuals contracted by the School Board to provide school health services for overdose reversal.

Maintenance, Inspection, and Record Keeping

Each school maintains a properly and safely stored supply of opioid antagonists in an amount equivalent to at least two unexpired doses, inspects its dosage at least annually, and maintains a record of (i) the date of inspection, (ii) expiration date on each dose, and (iii) the date of administration of a dose, in the event that a dose of such opioid antagonist is administered for overdose reversal to a person who is believed to be experiencing or about to experience a life-threatening opioid overdose.

Regulations

The superintendent establishes regulations for proper and safe storage of such opioid antagonist supply in each such school and establishes regulations for each such school to request a replacement dose of an opioid antagonist any time such dose has expired, is administered for overdose reversal, or is otherwise rendered unusable and regulations ensuring each such request is timely fulfilled.

Personnel Training

BLANK School Board partners with a program administered or approved by the Department of Health to provide training in opioid antagonist administration for the purpose of organizing and providing the training and certification required for an employee to administer an opioid antagonist.

At least one employee in every school in the division (i) is authorized by a prescriber, has been trained, and is certified in the administration of an opioid antagonist through a program administered or authorized by the Department of Health, and (ii) has the means to access at all times during regular school hours any opioid antagonist supply that is stored in a locked or otherwise generally inaccessible container or area within the school.

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Adopted:

Legal Ref: Code of Virginia, §§ 22.1-274.4:1, 54.1-3408.

Cross Refs:		
	EB	School Crisis, Emergency Management, and Medical Emergency Response Plan
	EBBA	Emergency First Aid, CPR and AED Certified Personnel
	GBE	Staff Health
	GBEA	Unlawful Manufacture, Distribution, Dispensing, Possession or Use of a Controlled Substance
	GCPD	Professional Staff Discipline
	IGAG	Teaching About Drugs, Alcohol and Tobacco
	JHCD	Administering Medicines to Students
	KGD	Notification of School-Connected Student Overdose

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OPIOID ANTAGONISTS

Administration

A dosage of opioid antagonist may be administered to any student, faculty, or staff member who is believed to be experiencing or about to experience a life-threatening opioid overdose, by a school nurse, local health department employees that are assigned to a public school by agreement, school board employees who have completed training and are certified in the administration of an opioid antagonist for overdose reversal by a program administered or authorized by the Department of Health, other school board employees or individuals contracted by the School Board to provide school health services for overdose reversal.

Maintenance, Inspection, and Record Keeping

Each school maintains a properly and safely stored supply of opioid antagonists in an amount equivalent to at least two unexpired doses, inspects its dosage at least annually, and maintains a record of (i) the date of inspection, (ii) expiration date on each dose, and (iii) the date of administration of a dose, in the event that a dose of such opioid antagonist is administered for overdose reversal to a person who is believed to be experiencing or about to experience a life-threatening opioid overdose.

Regulations

The superintendent establishes regulations for proper and safe storage of such opioid antagonist supply in each such school and establishes regulations for each such school to request a replacement dose of an opioid antagonist any time such dose has expired, is administered for overdose reversal, or is otherwise rendered unusable and regulations ensuring each such request is timely fulfilled.

Personnel Training

Tazewell County School Board partners with a program administered or approved by the Department of Health to provide training in opioid antagonist administration for the purpose of organizing and providing the training and certification required for an employee to administer an opioid antagonist.

At least one employee in every school in the division (i) is authorized by a prescriber, has been trained, and is certified in the administration of an opioid antagonist through a program administered or authorized by the Department of Health, and (ii) has the means to access at all times during regular school hours any opioid antagonist supply that is stored in a locked or otherwise generally inaccessible container or area within the school.

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Adopted: July 14, 2025

Legal Ref: Code of Virginia, §§ 22.1-274.4:1, 54.1-3408.

Cross Refs:

EB	School Crisis, Emergency Management, and Medical Emergency Response Plan
EBBA	Emergency First Aid, CPR and AED Certified Personnel
GBE	Staff Health
GBEA	Unlawful Manufacture, Distribution, Dispensing, Possession or Use of a Controlled Substance
GCPD	Professional Staff Discipline
IGAG	Teaching About Drugs, Alcohol and Tobacco
JHCD	Administering Medicines to Students
KGD	Notification of School-Connected Student Overdose

SAFETY DRILLS

Fire Drills

Each school holds fire drills during school session in accordance with the requirements of the Statewide Fire Prevention Code (Virginia Code § 27-94, et seq.). Evacuation routes for students are posted in each room. No fire drills are conducted during periods of mandatory testing required by the Board of Education.

Lock-Down Drills

Each school has a lock-down drill at least once during the first 20 school days of each school session. Each school holds at least one additional lock-down drill after the first 60 days of the school session. Each school provides the parents of enrolled students with at least 24 hours' notice before the school conducts any lock-down drill. Such notice is not required to include the exact date and time of the lock-down drill.

Pre-kindergarten and kindergarten students are exempt from mandatory participation in lock-down drills during the first 60 days of the school session. The superintendent develops procedures to implement such exemption. Each pre-kindergarten and kindergarten student participates in each lock-down drill after the first 60 days of each school session.

School Bus Emergency Drills

Each school having school buses holds a drill in leaving school buses under emergency circumstances at least once during the first ninety calendar days of each school session and more often if necessary.

Tornado Drills

There is at least one tornado drill every school year in every school.

Sudden Cardiac Arrest Drills

At least annually, each school practices responding to sudden cardiac arrest on school grounds in accordance with each school's established cardiac emergency response plan (CERP) or athletic emergency action plan (athletic EAP).

Emergency Situations

In addition to the drills mentioned above, the School Board provides training to each student and employee at least once each school year on safety procedures in the event of an emergency situation on school property.

Bleeding Control Kits

Each school with a bleeding control kit will present such kits during all safety drills.

Adopted:

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Legal Refs.: Code of Virginia, §§ 27-94 through 27-101, 22.1-137, 22.1-137.1, 22.1-137.2, 22.1-137.3, 22.1-184, 22.1-271.9, 22.1-274.7.

Acts 2006, c. 164.

8 VAC 20-131-260.

Cross Refs.: EB School Crisis, Emergency Management and Medical Emergency Response Plan

SAFETY DRILLS

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EDUCATIONAL FACILITIES SPECIFICATIONS

To ensure that all new and remodeled facilities are designed to best implement the educational program, the superintendent provides for the development of detailed educational specifications to apply to the design and construction of new buildings. Educational specifications include detailed descriptions of:

- All the activities that are expected to take place in the building;
- The curriculum to be housed in the building;
- Specific architectural characteristics desired; and
- The facilities needed, their equipment requirements, and their relationship to other facility elements.

When educational specifications are prepared, an introductory section is included containing a brief description of the community and the educational philosophy of the division. Consultants may be used in the development of educational specifications when deemed necessary by the superintendent and approved by the School Board.

The School Board consults with the local building official and the state or local fire marshal to develop a procurement plan to ensure that all security enhancements to public school buildings are in compliance with the Uniform Statewide Building Code and Statewide Fire Prevention Code.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-79, 22.1-138, 22.1-138.1, 22.1-138.2, 22.1-141.1, 22.1-141.3, 22.1-141.4, 22.1-141.5.

Cross Refs.:

AF	Comprehensive Plan
FB	Facilities Planning
FECBB	Accommodations for Individuals with Disabilities
FEG	Construction Planning

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ACCEPTABLE COMPUTER SYSTEM USE

The School Board provides a computer system, including the internet, to promote educational excellence by facilitating learning, resource sharing, innovation and communication. The term computer system includes, but is not limited to, hardware, software, data, communication lines and devices, terminals, display devices, printers, CD, DVD and other media devices, tape or flash drives, storage devices, servers, mainframe and personal computers, tablets, laptops, telephones, cameras, projectors, interactive whiteboards/panels, audio-visual equipment, multimedia devices, workstations, remote network access, cloud services, the internet and other electronic services and internal or external networks. This includes any device that may be connected to or used to connect to the school division's network or electronically stored division material.

All use of the division's computer system must be (1) in support of education and/or research, or (2) for legitimate division business. Use of the computer system is a privilege, not a right. Inappropriate use may result in cancellation of those privileges, disciplinary action, and/or legal action. Any communication or material generated using the computer system, including electronic mail, social media posts, instant or text messages, tweets, and other files, including communications and materials deleted from a user's account, may be monitored, read, and/or archived by division staff.

This policy applies to all users of the division's computer system. By using or accessing the computer system, the user agrees to abide by this policy and the Technology Use Guidelines established by the superintendent.

The superintendent is responsible for establishing Technology Use Guidelines, containing the appropriate uses, ethics and protocols for use of the computer system. The superintendent is also responsible for reviewing and updating, as necessary, the Guidelines at least every two years. It is the user's responsibility to know and follow this policy and the Technology Use Guidelines.

The Guidelines include:

(1) a prohibition against use of the division's computer equipment and communications services for sending, receiving, viewing or downloading illegal material via the internet;

(2) provisions, including the selection and operation of a technology protection measure for the division's computers having internet access to filter or block internet access through such computers, that seek to prevent access to:
   a. child pornography as set out in Va. Code § 18.2-374.1:1 or as defined in 18 U.S.C. § 2256;
   b. obscenity as defined by Va. Code § 18.2-372 or 18 U.S.C. § 1460; and
   c. material that the school division deems to be harmful to juveniles as defined in Va. Code § 18.2-390, material that is harmful to minors as

defined in 47 U.S.C. § 254(h)(7)(G), and material that is otherwise inappropriate for minors;

(3) provisions establishing that the technology protection measure is enforced during any use of the division's computers;

(4) provisions establishing that all usage of the computer system may be monitored;

(5) provisions designed to educate students and employees about appropriate online behavior, including interacting with students and other individuals on social networking websites, blogs, in chat rooms, and cyberbullying awareness and response;

(6) provisions designed to prevent unauthorized online access by minors, including "hacking" and other unlawful online activities;

(7) provisions requiring every user to protect the security of information necessary to access the computer system, such as usernames and passwords, and prohibiting the sharing of passwords;

(8) provisions prohibiting the unauthorized disclosure, use, and dissemination of photographs and/or personal information of or regarding minors; and

(9) a component of internet safety for students that is integrated in the division's instructional program.

Use of the school division's computer system must be consistent with the educational or instructional mission or administrative function of the division as well as the varied instructional needs, learning styles, abilities and developmental levels of students.

The division's computer system is not a public forum.

Users of the division's computer system have no expectation of privacy for use of the division's resources or electronic devices including non-division owned devices while connected to division networks or computer resources.

Software and/or services may not be installed or downloaded on the division's computer system without the prior approval of the superintendent or superintendent's designee.

No employee or agent of the School Board or person or entity contracting with the School Board may download or use any application, including TikTok or WeChat, or access any website developed by ByteDance Ltd. or Tencent Holdings Ltd. ~~(i)~~ on any device or equipment issued, owned, or leased by the School Board, including mobile phones, desktop computers, laptop computers, tablets, or other devices capable of connecting to the Internet.

The failure of any user to follow the terms of this policy or the Technology Use Guidelines may result in loss of computer system privileges, disciplinary action, and/or appropriate legal action. Users of the system agree to indemnify the School Board for any losses, costs, or damages relating to or arising out of any violation of this policy or the Technology Use Guidelines.

The School Board is not responsible for any information that may be lost, damaged or unavailable when using the computer system or for any information retrieved via the internet. Furthermore, the School Board is not responsible for any unauthorized charges or fees resulting from access to the computer system.

The School Board reviews and amends, if necessary, this policy every two years.

Adopted:

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Legal Refs: 18 U.S.C. §§ 1460, 2256.
47 U.S.C. §§ 54.520, 254.

Code of Virginia, 1950, as amended, §§ 2.2-5514.1, 18.2-372, 18.2-374.1:1, 18.2-390, 22.1-23.3, 22.1-70.2, and 22.1-78.

Cross Refs.:

ECAB	Vandalism
EGAA	Reproduction and Use of Copyrighted Materials
ET (Optional)	Educational Technology Foundations and Public School Foundations
GBA/JHFA	Prohibition Against Harassment and Retaliation
GCPD	Professional Staff Discipline
GCQB	Staff Research and Publishing
JECB (Option 1)	Admission of Nonpublic Students for Part-Time Enrollment
JFC	Student Conduct
JFCM	Student Cell Phone and Smart Device Possession and Use
JRCA	School Service Providers' Use of Student Personal Information
LBD	Home Instruction

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	JRCA	School Service Providers' Use of Student Personal Information
	LBD	Home Instruction

STAFF WEAPONS IN SCHOOL

No one may possess or use any firearm or any weapon, as defined in Policy JFCD Weapons in School,[1] on school property (including school vehicles), on that portion of any property open to the public and then exclusively used for school-sponsored functions or extracurricular activities while such functions or activities are taking place, at a school sponsored activity, or on any school bus without authorization of the superintendent or superintendent's designee. The superintendent or superintendent's designee is permitted to give authority to possess a firearm on school property only to persons expressly authorized by statute to possess a firearm on school property.

Violation of this policy by an employee will result in appropriate personnel action up to and including dismissal.

Illegal conduct will be reported to law enforcement officials.

Adopted:

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Legal Refs: Code of Virginia, 1950, as amended, §§ 18.2-308.1, 22.1-78, 22.1-279.3:1, 22.1-280.2:1, 22.1-280.2:4.

8 VAC 20-560-10.

Cross Refs.:		
	CLA	Reporting Acts of Violence and Substance Abuse
	GCPD	Professional Staff Discipline
	JFCD	Weapons in School
	KGB	Public Conduct on School Property

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] Policy JFCD Weapons in School is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy weapons in school, if different.

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PROFESSIONAL STAFF CONTRACTS

The School Board enters into written contracts with teachers, principals, assistant principals, and supervisors as defined in 8 VAC 20-441-10 before such employees assume their duties except as noted below. Contracts are in the form permitted by the Board of Education, with special covenants added by the School Board as appropriate. Contracts are signed in duplicate, with a copy furnished to each party.

Written contracts are not required with persons who are temporarily employed, including substitute teachers.

~~A temporarily employed teacher, is 1) one who is employed to substitute for a contracted teacher for a temporary period of time during the contracted teacher's absence, or 2) one who is employed to fill a teacher vacancy for a period of time, but for no longer than 90 teaching days in such vacancy, unless otherwise approved by the Superintendent of Public Instruction on a case-by-case basis, during one school year.~~

Coaching contracts and contracts for extracurricular activity sponsorship assignments where a monetary supplement is paid are separate from the employee's primary contract. Such contracts are in a form permitted by the Board of Education. Termination of the separate contract does not constitute cause for the termination of the primary contract.

For purposes of this policy, "extracurricular activity sponsorship" means an assignment for which a monetary supplement is received, requiring responsibility for any student organizations, clubs, or groups such as service clubs, academic clubs and teams, cheerleading squads, student publication and literary groups, and visual and performing arts organizations except those that are conducted in conjunction with regular classroom, curriculum, or instructional programs.

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-302.

8 VAC 20-441-10.

8 VAC 20-441-40.

Cross Ref.:	GCBB	Supplementary Pay
	GCDA	Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect
	GCE	~~Part-Time and Substitute Professional Staff Employment~~Substitute Teachers

GCG	Professional Staff Probationary Term and Continuing Contract
GCPB	Resignation of Staff Members
GCPD	Professional Staff Discipline
GCPF	Suspension of Staff Members

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EFFECT OF CRIMINAL CONVICTION OR FOUNDED COMPLAINT OF CHILD ABUSE OR NEGLECT

Generally

The Board does not hire or continue the employment of any part-time, full-time, temporary, or permanent personnel who are determined to be unsuited for service by reason of criminal conviction or information appearing in the registry of founded complaints of child abuse and neglect maintained by the Department of Social Services.

I. APPLICANTS FOR EMPLOYMENT

A. Criminal Convictions

As a condition of employment for all of its employees, whether full-time or part-time, permanent, or temporary, the BLANK School Board requires on its application for employment certification of whether the applicant has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

The School Board does not employ any individual who has been convicted of any violent felony or crime of moral turpitude set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense.~~,~~

The School Board may employ any individual who was convicted of a violent felony or crime of moral turpitude but only if the following conditions are met in accordance with subsection B(2) of Va. Code § 22.1-296.1, specifically that:

(1) such felony conviction does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense;
(2) such individual:
  (a) has had their civil rights restored by the Governor,
  (b) has completed all terms of supervision and has been released from supervision for more than 20 years,
  (c) is, in the opinion of the School Board, of upstanding character, and
  (d) has demonstrated commitment to public or community service and rehabilitation after completing all terms of supervision; and
(3) the School Board certifies in writing that such an individual meets the requirements set forth above.

The School Board may employ any individual who has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of § Va. Code § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, such individual's civil rights have been restored by the Governor.

The BLANK School Board also requires on its application for employment, as a condition of employment requiring direct contact with students, whether full-time or part-time, permanent, or temporary, certification that the applicant has not been the subject of a founded case of child abuse and neglect. Any person making a materially false statement regarding a finding of child abuse and neglect is guilty of a Class 1 misdemeanor and upon conviction, the fact of such conviction is grounds for the Board of Education to revoke such person's license to teach.

As a condition of employment, any applicant who is offered or accepts employment, whether full-time, part-time, permanent or temporary with the BLANK School Board shall submit to fingerprinting and provide personal descriptive information. The information and fingerprints shall be forwarded through the Central Criminal Records Exchange to the Federal Bureau of Investigations for the purpose of obtaining criminal history record information on applicants who are offered or accept employment.

To conserve the costs of conducting criminal history record checks to applicants and school boards, upon the written request of the applicant, BLANK School Board shall inform another school board with which reciprocity has been established and to which the applicant also has applied for employment of the results of the criminal history record information conducted within the previous ninety days that it obtained concerning the applicant. Criminal history record information pertaining to an applicant for employment by a school board shall be exchanged only between school boards in the Commonwealth in which a current agreement of reciprocity for the exchange of such information has been established and is in effect. Reciprocity agreements shall provide for the apportionment of the costs of the fingerprinting or criminal records check between the applicant and BLANK School Board as provided by statute.

If an applicant is denied employment because of information appearing on the applicant’s criminal history record, the School Board provides a copy of the information provided by the Central Criminal Records Exchange to the applicant.

B. Founded Complaints of Child Abuse or Neglect

The School Board requires, as a condition of employment, that any applicant who is offered or accepts employment requiring direct contact with students, whether full-time or part-time, permanent or temporary, provide written consent and the necessary personal information for the School Board to obtain a search of the registry of founded complaints of child abuse and neglect. The registry is maintained by the Department of Social Services. The School Board ensures that all such searches are requested in conformance with the regulations of the Board of Social Services. In addition, where the applicant has resided in another state within the last five years, the School Board requires as a condition of employment that such applicant provide written consent and the necessary personal information for the School Board to obtain information from each relevant state as to whether the applicant was the subject of a founded complaint of child abuse and neglect in such state. The School Board takes reasonable steps to determine whether the applicant was the subject of a founded complaint of child abuse

and neglect in the relevant state. The Department of Social Services shall maintain a database of central child abuse and neglect registries in other states that provide access to out-of-state school boards for use by local school boards. The applicant may be required to pay the cost of any search conducted pursuant to this subsection at the discretion of the School Board. From such funds as may be available for this purpose, however, the School Board may pay for the search.

If the information obtained pursuant to the preceding paragraph indicates that the applicant is the subject of a founded case of child abuse and neglect, such applicant shall be denied employment, or the employment shall be rescinded.

If an applicant is denied employment because of information appearing on the applicant's record in the registry, the School Board provides a copy of the information obtained from the registry to the applicant. The information provided to the School Board by the Department of Social Services is confidential and is not disseminated by the School Board.

II. EMPLOYEE CHARGES AND CONVICTIONS

A. Criminal Proceedings

An employee who is charged by summons, warrant, indictment, or information with the commission of a felony or a misdemeanor specified in Va. Code § 22.1-315 may be suspended in accordance with Policy GCPF Suspension of Staff Members.

If a current employee is suspended or dismissed because of information appearing on the employee's criminal history record, the School Board provides a copy of the information provided by the Central Criminal Records Exchange to the employee.

The superintendent shall inform the School Board of any notification of arrest of a school board employee received pursuant to Virginia Code § 19.2-83.1. The School Board shall require such employee, whether full-time or part-time, permanent, or temporary, to submit to fingerprinting and to provide personal descriptive information to be forwarded along with the employee's fingerprints through the Central Criminal Records Exchange to the Federal Bureau of Investigation for the purpose of obtaining criminal history record information regarding such employee. The contents of the employee's criminal record shall be used only to implement dismissal, suspension or probation in accordance with §§ 22.1-307 and 22.1-315 of the Code of Virginia.

B. Founded Complaints of Child Abuse or Neglect

Any employee of BLANK School Board will be dismissed if he or she is or becomes the subject of a founded complaint of child abuse and neglect and after all rights to an appeal provided by Va. Code § 63.2-1526 have been exhausted. The fact of such finding, after all rights to an appeal provided by Va. Code § 63.2-1526 have been

exhausted, is grounds for the school division to recommend that the Board of Education revoke such person's license to teach.

III. COURT ORDERED PROBATION

For purposes of this policy, a court's placing an individual on probation pursuant to Va. Code § 18.2-251 is treated as a conviction and as a finding of guilt.

IV. COSTS OF FINGERPRINTING, CRIMINAL RECORD AND ABUSE AND NEGLECT CHECKS

[Insert one of the following three options for payment of the fingerprinting, criminal record check and abuse and neglect check.]

Option 1 **We use option 1.**

The applicant or employee must pay for the fingerprinting, criminal record check and abuse and neglect check conducted pursuant to this policy.

Option 2

The School Board pays for the fingerprinting, criminal record check and abuse and neglect check conducted pursuant to this policy.

Option 3

The School Board and the applicant or employee share the costs of the fingerprinting, criminal record check and abuse and neglect check conducted pursuant to this policy. The School Board pays [insert percentage] and the applicant or employee pays [insert percentage].

Adopted:

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Legal Ref.: Code of Virginia, as amended, §§ 18.2-251,19.2-83.1, 19.2-389, 22.1-78, 22.1-296.1, 22.1-296.2, 22.1-296.4, 22.1-307, 22.1-315, 63.2-1515.

Cross Refs.: GCPF Suspension of Staff Members
GCPD Professional Staff Discipline

EFFECT OF CRIMINAL CONVICTION OR FOUNDED COMPLAINT OF CHILD ABUSE OR NEGLECT

Generally

The Board does not hire or continue the employment of any part-time, full-time, temporary, or permanent personnel who are determined to be unsuited for service by reason of criminal conviction or information appearing in the registry of founded complaints of child abuse and neglect maintained by the Department of Social Services.

I. APPLICANTS FOR EMPLOYMENT

A. Criminal Convictions

As a condition of employment for all of its employees, whether full-time or part-time, permanent, or temporary, the Tazewell County School Board requires on its application for employment certification of whether the applicant has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

The School Board does not employ any individual who has been convicted of any violent felony or crime of moral turpitude set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense.

The School Board may employ any individual who was convicted of a violent felony or crime of moral turpitude but only if the following conditions are met in accordance with subsection B(2) of Va. Code § 22.1-296.1, specifically that:

(1) such felony conviction does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense;
(2) such individual:
    (a) has had their civil rights restored by the Governor,
    (b) has completed all terms of supervision and has been released from supervision for more than 20 years,
    (c) is, in the opinion of the School Board, of upstanding character, and
    (d) has demonstrated commitment to public or community service and rehabilitation after completing all terms of supervision; and
(3) the School Board certifies in writing that such an individual meets the requirements set forth above.

The School Board may employ any individual who has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of § Va. Code § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, such individual's civil rights have been restored by the Governor.

The Tazewell County School Board also requires on its application for employment, as a condition of employment requiring direct contact with students, whether full-time or part-time, permanent, or temporary, certification that the applicant has not been the subject of a founded case of child abuse and neglect. Any person making a materially false statement regarding a finding of child abuse and neglect is guilty of a Class 1 misdemeanor and upon conviction, the fact of such conviction is grounds for the Board of Education to revoke such person's license to teach.

As a condition of employment, any applicant who is offered or accepts employment, whether full-time, part-time, permanent or temporary with the Tazewell County School Board shall submit to fingerprinting and provide personal descriptive information. The information and fingerprints shall be forwarded through the Central Criminal Records Exchange to the Federal Bureau of Investigations for the purpose of obtaining criminal history record information on applicants who are offered or accept employment.

To conserve the costs of conducting criminal history record checks to applicants and school boards, upon the written request of the applicant, Tazewell County School Board shall inform another school board with which reciprocity has been established and to which the applicant also has applied for employment of the results of the criminal history record information conducted within the previous ninety days that it obtained concerning the applicant. Criminal history record information pertaining to an applicant for employment by a school board shall be exchanged only between school boards in the Commonwealth in which a current agreement of reciprocity for the exchange of such information has been established and is in effect. Reciprocity agreements shall provide for the apportionment of the costs of the fingerprinting or criminal records check between the applicant and Tazewell County School Board as provided by statute.

If an applicant is denied employment because of information appearing on the applicant’s criminal history record, the School Board provides a copy of the information provided by the Central Criminal Records Exchange to the applicant.

B. Founded Complaints of Child Abuse or Neglect

The School Board requires, as a condition of employment, that any applicant who is offered or accepts employment requiring direct contact with students, whether full-time or part-time, permanent or temporary, provide written consent and the necessary personal information for the School Board to obtain a search of the registry of founded complaints of child abuse and neglect. The registry is maintained by the Department of Social Services. The School Board ensures that all such searches are requested in conformance with the regulations of the Board of Social Services. In addition, where the applicant has resided in another state within the last five years, the School Board requires as a condition of employment that such applicant provide written consent and the necessary personal information for the School Board to obtain information from each relevant state as to whether the applicant was the subject of a founded complaint of child abuse and neglect in such state. The School Board takes reasonable steps to

determine whether the applicant was the subject of a founded complaint of child abuse and neglect in the relevant state. The Department of Social Services shall maintain a database of central child abuse and neglect registries in other states that provide access to out-of-state school boards for use by local school boards. The applicant may be required to pay the cost of any search conducted pursuant to this subsection at the discretion of the School Board. From such funds as may be available for this purpose, however, the School Board may pay for the search.

If the information obtained pursuant to the preceding paragraph indicates that the applicant is the subject of a founded case of child abuse and neglect, such applicant shall be denied employment, or the employment shall be rescinded.

If an applicant is denied employment because of information appearing on the applicant's record in the registry, the School Board provides a copy of the information obtained from the registry to the applicant. The information provided to the School Board by the Department of Social Services is confidential and is not disseminated by the School Board.

II. EMPLOYEE CHARGES AND CONVICTIONS

A. Criminal Proceedings

An employee who is charged by summons, warrant, indictment, or information with the commission of a felony or a misdemeanor specified in Va. Code § 22.1-315 may be suspended in accordance with Policy GCPF Suspension of Staff Members.

If a current employee is suspended or dismissed because of information appearing on the employee's criminal history record, the School Board provides a copy of the information provided by the Central Criminal Records Exchange to the employee.

The superintendent shall inform the School Board of any notification of arrest of a school board employee received pursuant to Virginia Code § 19.2-83.1. The School Board shall require such employee, whether full-time or part-time, permanent, or temporary, to submit to fingerprinting and to provide personal descriptive information to be forwarded along with the employee's fingerprints through the Central Criminal Records Exchange to the Federal Bureau of Investigation for the purpose of obtaining criminal history record information regarding such employee. The contents of the employee's criminal record shall be used only to implement dismissal, suspension or probation in accordance with §§ 22.1-307 and 22.1-315 of the Code of Virginia.

B. Founded Complaints of Child Abuse or Neglect

Any employee of the Tazewell County School Board will be dismissed if he or she is or becomes the subject of a founded complaint of child abuse and neglect and after all rights to an appeal provided by Va. Code § 63.2-1526 have been exhausted. The fact of such finding, after all rights to an appeal provided by Va. Code § 63.2-1526

have been exhausted, is grounds for the school division to recommend that the Board of Education revoke such person's license to teach.

III. COURT ORDERED PROBATION

For purposes of this policy, a court's placing an individual on probation pursuant to Va. Code § 18.2-251 is treated as a conviction and as a finding of guilt.

IV. COSTS OF FINGERPRINTING, CRIMINAL RECORD AND ABUSE AND NEGLECT CHECKS

The applicant or employee must pay for the fingerprinting, criminal record check and abuse and neglect check conducted pursuant to this policy.

Adopted: July 14, 2025

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Legal Ref.: Code of Virginia, as amended, §§ 18.2-251,19.2-83.1, 19.2-389, 22.1-78, 22.1-296.1, 22.1-296.2, 22.1-296.4, 22.1-307, 22.1-315, 63.2-1515.

Cross Refs.: GCPF Suspension of Staff Members
GCPD Professional Staff Discipline

SUBSTITUTE TEACHERS

Substitute teachers, also known as temporarily employed teachers, must:

- be at least 18 years old; **with preference given to persons 21 years old or older**
- hold a high school diploma or have passed a high school equivalency examination approved by the Board of Education; and
- [**INSERT** OTHER QUALIFICATIONS DESIRED BY YOUR SCHOOL BOARD]. **attends orientation to school policies and procedures; and possess good moral character**

The BLANK School Board seeks to employ substitute teachers, especially those engaged as long-term substitutes, who exceed these requirements.

A substitute teacher, as used in this policy, is ~~(i)~~(a) one who is employed to substitute for a contracted teacher for a temporary period of time during the contracted teacher's absence, or ~~(ii)~~ (b) one who is employed to fill a teacher vacancy for a period of time, but for no longer than ~~90~~ 180 teaching days in such vacancy, unless otherwise approved by the Superintendent of Public Instruction on a case-by-case basis, during one school year. ~~However, during the 2023-2024 and 2024-2025 school years, the BLANK School Board may employ a substitute teacher to fill such a vacancy for a period not to exceed 180 days during one school year.~~

Long-term substitute teachers

Unless otherwise approved by the Superintendent of Public Instruction, substitute teachers who are employed to fill a vacancy for more than 90 teaching days for any course other than a course which requires a technical professional license, must also:

- hold a baccalaureate degree, and
- not meet the qualifications to apply for a provisional license or have held an active professional teaching license in Virginia within the past 10 years.

The School Board executes a professional development plan with any substitute teacher employed to fill a vacancy for more than 90 teaching days, which plan sets forth a mentoring and coaching plan and, for any such substitute teacher who is interested in obtaining licensure, a proposed licensure timeline and set of strategies for obtaining licensure by the Board of Education that allows such substitute teacher to apply for licensure by or after a specific date deemed appropriate by the School Board.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-302.

~~Acts 2023, c.641.~~

Cross Ref.: GCB Professional Staff Contracts

GCDA	Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect
GCG	Professional Staff Probationary Term and Continuing Contract
GCPD	Professional Staff Discipline
GCPF	Suspension of Staff Members

SUBSTITUTE TEACHERS

Substitute teachers, also known as temporarily employed teachers, must:

- be at least 18 years old, with preference given to persons 21 years old or older;
- hold a high school diploma or have passed a high school equivalency examination approved by the Board of Education; and
- possess good moral character;
- attend orientation to school policies and procedures.

The Tazewell County School Board seeks to employ substitute teachers, especially those engaged as long-term substitutes, who exceed these requirements.

A substitute teacher, as used in this policy, is (a) one who is employed to substitute for a contracted teacher for a temporary period of time during the contracted teacher's absence, or (b) one who is employed to fill a teacher vacancy for a period of time, but for no longer than 180 teaching days in such vacancy, unless otherwise approved by the Superintendent of Public Instruction on a case-by-case basis, during one school year.

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Adopted: July 14, 2025

Legal Ref.:	Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-302.	
Cross Ref.:	GCB	Professional Staff Contracts
	GCDA	Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect
	GCG	Professional Staff Probationary Term and Continuing Contract
	GCPD	Professional Staff Discipline
	GCPF	Suspension of Staff Members

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PROFESSIONAL STAFF PROBATIONARY TERM AND CONTINUING CONTRACT

Teachers

Probationary Term

A probationary term of service of three years in BLANK School Division is required before a teacher is issued a continuing contract. A mentor teacher is provided to every first year probationary teacher to assist ~~him or her~~such teacher in achieving excellence in instruction. Probationary teachers with prior successful teaching experience may be exempt from this requirement with approval from the superintendent. Probationary teachers are evaluated at least annually in accordance with ~~policy~~ Policy GCN Evaluation of Professional Staff.[1] A teacher in the first year of the probationary period is evaluated informally at least once during the first semester of the school year. The superintendent considers such evaluations as one factor in making recommendations to the School Board regarding the nonrenewal of such teacher's contract.

In order to achieve continuing contract status, every teacher must successfully complete training in instructional strategies and techniques for intervention for or remediation of students who fail or are at risk of failing the Standards of Learning assessments. BLANK School Board provides said training at no cost to teachers it employs. If such training is not offered in a timely manner, no teacher will be denied continuing contract status for failure to obtain such training.

Once a continuing contract status has been attained in a school division in this state, another probationary period need not be served unless such probationary period, not to exceed two years, is made a part of the contract of employment. If a teacher separates from service and returns to teaching service in Virginia public schools by the beginning of the third year, the person shall be required to begin a new probationary period, not to exceed two years, if made part of the contract.

If a teacher who has not achieved continuing contract status receives notice of re-employment, he must accept or reject in writing within 15 calendar days of receipt of the notice. Unless a conference with the superintendent is requested as specified in the Code of Virginia, or in the case of reduction in force, written notice of nonrenewal of the probationary contract must be given by the Board on or before June 15 of each year. If the teacher requests a conference with the superintendent, then written notice of non-renewal by the School Board must be given within thirty days after the superintendent

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FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] Policy GCN Evaluation of Professional Staff is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on evaluating professional staff, if different.

notifies the teacher of ~~his~~ the superintendent's intention with respect to the recommendation.

Continuing Contract

Teachers employed after completing the probationary period are entitled to continuing contracts during good behavior and competent service. Written notice of noncontinuation of the contract by either party must be given by June 15 of each year; otherwise the contract continues in effect for the ensuing year.

The School Board may reduce the number of teachers, whether or not such teachers have reached continuing contract status, because of decrease in enrollment or abolition of particular subjects.

Furthermore, nothing in the continuing contract shall be construed to authorize the School Board to contract for any financial obligation beyond the period for which funds have been made available.

As soon after June 15 as the school budget is approved by the appropriating body, the School Board furnishes each teacher a statement confirming continuation of employment, setting forth assignment and salary.

Within two weeks of the approval of the school budget by the appropriating body, but no later than July 1, the School Board will notify any teacher who may be subject to a reduction in force due to a decrease in the School Board's budget as approved by the appropriating body.

Principals, Assistant Principals, and Supervisors

A person employed as a principal, assistant principal or supervisor, including a person who has previously achieved continuing contract status as a teacher, shall serve a probationary term of three years in such position in the same school division before acquiring continuing contract status as a principal, assistant principal or supervisor.

Continuing contract status acquired by a principal, assistant principal or supervisor shall not be construed (i) as prohibiting the School Board from reassigning such principal, assistant principal or supervisor to a teaching position if notice of reassignment is given by the School Board by June 15 of any year or (ii) as entitling any such principal, assistant principal or supervisor to the salary paid ~~him~~ to them as principal, assistant principal or supervisor in the case of any such reassignment to a teaching position. No such salary reduction and reassignment, however, shall be made without first providing such principal, assistant principal or supervisor with written notice of the reason for such reduction and reassignment and an opportunity to present ~~his or her~~their position at an informal meeting with the superintendent, the superintendent's designee or the School Board. Before recommending such reassignment, the superintendent shall consider, among other things, the performance evaluations for

such principal, assistant principal or supervisor. The principal, assistant principal or supervisor shall elect whether such meeting shall be with the superintendent, the superintendent's designee or the School Board. The School Board, superintendent or superintendent's designee shall determine what processes are to be followed at the meeting. The decision to reassign and reduce salary shall be at the sole discretion of the School Board.

The intent of this section is to provide an opportunity for a principal, assistant principal or supervisor to discuss the reasons for such salary reduction and reassignment with the superintendent, the superintendent's designee or the School Board, and the provisions of this section are meant to be procedural only. Nothing contained herein shall be taken to require cause for the salary reduction and reassignment of a principal, assistant principal or supervisor.

As used in this policy, "Supervisor" means a person who holds an instructional supervisory position as specified in the regulations of the Board of Education and who is required to hold a license as prescribed by the Board of Education.

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-294, 22.1-303, 22.1-304.

Cross Refs.:	GBM	Professional Staff Grievances
	GCB	Professional Staff Contracts
	GCE	Substitute Teachers ~~Part-Time and Substitute Professional Staff Employment~~
	GCN	Evaluation of Professional Staff
	GCPA	Reduction in Professional Staff Work Force
	GCPB	Resignation of Staff Members
	GCPD	Professional Staff Discipline
	GCPF	Suspension of Staff Members

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In order to achieve continuing contract status, every teacher must successfully complete training in instructional strategies and techniques for intervention for or remediation of students who fail or are at risk of failing the Standards of Learning assessments. Tazewell County School Board provides said training at no cost to teachers it employs. If such training is not offered in a timely manner, no teacher will be denied continuing contract status for failure to obtain such training.

Once a continuing contract status has been attained in a school division in this state, another probationary period need not be served unless such probationary period, not to exceed two years, is made a part of the contract of employment. If a teacher separates from service and returns to teaching service in Virginia public schools by the beginning of the third year, the person shall be required to begin a new probationary period, not to exceed two years, if made part of the contract.

If a teacher who has not achieved continuing contract status receives notice of re-employment, he must accept or reject in writing within 15 calendar days of receipt of the notice. Unless a conference with the superintendent is requested as specified in the Code of Virginia, or in the case of reduction in force, written notice of nonrenewal of the probationary contract must be given by the Board on or before June 15 of each year. If the teacher requests a conference with the superintendent, then written notice of non-renewal by the School Board must be given within thirty days after the superintendent notifies the teacher of the superintendent's intention with respect to the recommendation.

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Teachers employed after completing the probationary period are entitled to continuing contracts during good behavior and competent service. Written notice of

noncontinuation of the contract by either party must be given by June 15 of each year; otherwise the contract continues in effect for the ensuing year.

The School Board may reduce the number of teachers, whether or not such teachers have reached continuing contract status, because of decrease in enrollment or abolition of particular subjects.

Furthermore, nothing in the continuing contract shall be construed to authorize the School Board to contract for any financial obligation beyond the period for which funds have been made available.

As soon after June 15 as the school budget is approved by the appropriating body, the School Board furnishes each teacher a statement confirming continuation of employment, setting forth assignment and salary.

Within two weeks of the approval of the school budget by the appropriating body, but no later than July 1, the School Board will notify any teacher who may be subject to a reduction in force due to a decrease in the School Board's budget as approved by the appropriating body.

Principals, Assistant Principals, and Supervisors

A person employed as a principal, assistant principal or supervisor, including a person who has previously achieved continuing contract status as a teacher, shall serve a probationary term of three years in such position in the same school division before acquiring continuing contract status as a principal, assistant principal or supervisor.

Continuing contract status acquired by a principal, assistant principal or supervisor shall not be construed (i) as prohibiting the School Board from reassigning such principal, assistant principal or supervisor to a teaching position if notice of reassignment is given by the School Board by June 15 of any year or (ii) as entitling any such principal, assistant principal or supervisor to the salary paid to them as principal, assistant principal or supervisor in the case of any such reassignment to a teaching position. No such salary reduction and reassignment, however, shall be made without first providing such principal, assistant principal or supervisor with written notice of the reason for such reduction and reassignment and an opportunity to present their position at an informal meeting with the superintendent, the superintendent's designee or the School Board. Before recommending such reassignment, the superintendent shall consider, among other things, the performance evaluations for such principal, assistant principal or supervisor. The principal, assistant principal or supervisor shall elect whether such meeting shall be with the superintendent, the superintendent's designee or the School Board. The School Board, superintendent or superintendent's designee shall determine what processes are to be followed at the meeting. The decision to reassign and reduce salary shall be at the sole discretion of the School Board.

The intent of this section is to provide an opportunity for a principal, assistant principal or supervisor to discuss the reasons for such salary reduction and reassignment with the superintendent, the superintendent's designee or the School Board, and the provisions of this section are meant to be procedural only. Nothing contained herein shall be taken to require cause for the salary reduction and reassignment of a principal, assistant principal or supervisor.

As used in this policy, "Supervisor" means a person who holds an instructional supervisory position as specified in the regulations of the Board of Education and who is required to hold a license as prescribed by the Board of Education.

Adopted: July 14, 2025

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-294, 22.1-303, 22.1-304.

Cross Refs.:	GBM	Professional Staff Grievances
	GCB	Professional Staff Contracts
	GCE	Substitute Teachers
	GCN	Evaluation of Professional Staff
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	GCPD	Professional Staff Discipline
	GCPF	Suspension of Staff Members

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PROFESSIONAL STAFF DEVELOPMENT

The BLANK School Board provides a program of high-quality professional development:

- ~~(i)~~ in the use and documentation of performance standards and evaluation criteria based on student academic progress and skills for teachers and administrators to clarify roles and performance expectations and to facilitate the successful implementation of instructional programs that promote student achievement at the school and classroom levels;
- ~~(ii)~~ as part of the license renewal process, to assist teachers and principals in acquiring the skills needed to work with gifted students, students with disabilities, and students who have been identified as having limited English proficiency and to increase student achievement and expand the knowledge and skills students require to meet the standards for academic performance set by the Board of Education;
- ~~(iii)~~ in educational technology for all instructional personnel which is designed to facilitate integration of computer skills and related technology into the curricula;
- ~~(iv)~~ for administrative personnel designed to increase proficiency in instructional leadership and management, including training in the evaluation and documentation of teacher and administrator performance based on student academic progress and the skills and knowledge of such instructional or administrative personnel; and
- ~~(v)~~ designed to educate School Board employees about bullying as defined in Va. Code § 22.1-276.01 and the need to create a bully-free environment.

In addition, the School Board provides teachers and principals with high-quality professional development programs each year in:

- ~~(i)~~ instructional content;
- ~~(ii)~~ the preparation of tests and other assessment measures;
- ~~(iii)~~ methods for assessing the progress of individual students, including Standards of Learning assessment materials or other criterion-referenced tests that match locally developed objectives;
- ~~(iv)~~ instruction and remediation techniques in English, mathematics, science and history and social science;
- ~~(v)~~ interpreting test data for instructional purposes;
- ~~(vi)~~ technology applications to implement the Standards of Learning; and
- ~~(vii)~~ effective classroom management.

The School Board provides high-quality professional development and training in science-based reading research and evidence-based literacy instruction, from the list developed and the resources provided by the Virginia Department of Education (the Department) pursuant to subsection C of Va. Code § 22.1-253.13:5 or an alternative

program that consists of evidence-based literacy instruction and aligns with science-based reading research approved by the Department, for:

- each elementary school principal and each teacher with an endorsement in early/primary education preschool through grade three, elementary education preschool through grade six, special education general curriculum kindergarten through grade 12, special education deaf and hard of hearing preschool through grade 12, special education blindness/visual impairments preschool through grade 12, or English as a second language preschool through grade 12, or as a reading specialist that builds proficiency in evidence-based literacy instruction and science-based reading research in order to aid in the licensure renewal process for such individuals;
- each teacher with an endorsement in middle education grades six through eight who teaches English that builds proficiency in evidence-based literacy instruction and science-based reading research; and
- each middle school principal and teacher with an endorsement in middle education grades six through eight who teaches mathematics, science, or history and social science that builds an awareness of evidence-based literacy instruction and science-based reading research.

~~The~~ Beginning no later than the 2027-2028 school year, the School Board ~~provides~~ will provide high-quality professional development in implementing the Virginia IEP established pursuant to Va. Code § 22.1-214.4(11) and the referral, evaluation, reevaluation and eligibility forms and worksheets referenced in Va. Code §22.1-214.4(6), for each teacher with a provisional special education license or an endorsement in special education general curriculum kindergarten through grade 12, special education deaf and hard of hearing preschool through grade 12, and special education blindness and visual impairments preschool through grade 12.

~~The~~ Beginning no later than the 2027-2028 school year, the School Board ~~provides~~ will provide high-quality professional development in instructional practices to support specially designed instruction in inclusive settings for:

- each teacher with a provisional general education license or an endorsement in early/primary education preschool through grade three, elementary education preschool through grade six, and secondary education grades six through 12;
- each principal with an endorsement in administration and supervision preschool through grade 12;
- each teacher's aide or other paraprofessional; and
- any teacher with a provisional special education license for whom the School Board determines there is a need for such professional development.

The School Board may provide high-quality professional development each year in communicating with and supporting students with autism spectrum disorder for any instructional personnel and School Board employees whose duties include regular contact with students. Such training is optional, and if given, will be provided in

accordance with the guidance provided by the Board of Education pursuant to clause (x) of Va. Code § 22.1-253.13:5(C), that includes:

- an overview of the characteristics and behavioral recognition of autism spectrum disorder,
- strategies for communicating and interacting with and supporting students with autism spectrum disorder, and
- best practices for responding to and de-escalating certain behavioral challenges and situations.

All instructional personnel are required to participate each year in professional development programs.

No elementary or secondary school teacher is required to participate more frequently than once within six months of employment with the School Board and once every five years thereafter in any non-academic training activity, as defined in Va. Code § 22.1-298.8(A). ~~regarding appropriate management of student conduct and student offenses in violation of School Board policies or~~ Except that participation in additional training relating to secure mandatory test violations as set forth in Va. Code §§ 22.1-19.1 and 22.1-292.1 ~~unless~~ may be required as determined by the School Board or superintendent if it is determined ~~determines~~ that such additional training is necessary to comply with federal or state law or to remediate misconduct. Each teacher who completes such training must sign a written attestation that the teacher has been trained in and understands the relevant subject matter.

The total frequency and duration of non-academic training activities in which each public elementary or secondary school teacher is required to participate pursuant to (i) state law or regulation or (ii) policy or regulation of the School Board shall not exceed 25 hours every five years. Any non-academic training a teacher voluntarily participates in does not count toward this maximum number of hours. The provisions of Va. Code § 22.1-298.8(B) do not apply to any non-academic training activity or other training activity in which any public school teacher is required to participate pursuant to federal law or regulation.

, instructional supervisor/director and counselor,

Each teacher and **INSERT LIST HERE**[1], employed on a full-time basis, is required to complete a mental health awareness training or similar program.

Every employee holding a license issued by the Board of Education is required to complete cultural competency training, in accordance with guidance issued by the Board of Education, at least every two years.

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE DELETED FROM FINAL POLICY.

[1] Va. Code § 22.1-298.6 requires school boards to require that full-time teachers "and other relevant personnel, as determined by the school board", to complete the training. Each school board should identify the staff members, in addition to teachers, that it will require to receive the training and insert the list here.

The School Board annually reviews its professional development program for quality, effectiveness, participation by instructional personnel and relevancy to the instructional needs of teachers and the academic achievement needs of the students in the school division.

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-23.3, 22.1-253.13:5, 22.1-276.01, 22.1-291.4, 22.1-298.6, 22.1-298.7 and 22.1-298.8.

PROFESSIONAL STAFF DEVELOPMENT

The Tazewell County School Board provides a program of high-quality professional development:

- in the use and documentation of performance standards and evaluation criteria based on student academic progress and skills for teachers and administrators to clarify roles and performance expectations and to facilitate the successful implementation of instructional programs that promote student achievement at the school and classroom levels;
- as part of the license renewal process, to assist teachers and principals in acquiring the skills needed to work with gifted students, students with disabilities, and students who have been identified as having limited English proficiency and to increase student achievement and expand the knowledge and skills students require to meet the standards for academic performance set by the Board of Education;
- in educational technology for all instructional personnel which is designed to facilitate integration of computer skills and related technology into the curricula;
- for administrative personnel designed to increase proficiency in instructional leadership and management, including training in the evaluation and documentation of teacher and administrator performance based on student academic progress and the skills and knowledge of such instructional or administrative personnel; and
- designed to educate School Board employees about bullying as defined in Va. Code § 22.1-276.01 and the need to create a bully-free environment.

In addition, the School Board provides teachers and principals with high-quality professional development programs each year in:

- instructional content;
- the preparation of tests and other assessment measures;
- methods for assessing the progress of individual students, including Standards of Learning assessment materials or other criterion-referenced tests that match locally developed objectives;
- instruction and remediation techniques in English, mathematics, science and history and social science;
- interpreting test data for instructional purposes;
- technology applications to implement the Standards of Learning; and
- effective classroom management.

The School Board provides high-quality professional development and training in science-based reading research and evidence-based literacy instruction, from the list developed and the resources provided by the Virginia Department of Education (the Department) pursuant to subsection C of Va. Code § 22.1-253.13:5 or an alternative program that consists of evidence-based literacy instruction and aligns with science-based reading research approved by the Department, for:

- each elementary school principal and each teacher with an endorsement in early/primary education preschool through grade three, elementary education preschool through grade six, special education general curriculum kindergarten through grade 12, special education deaf and hard of hearing preschool through grade 12, special education blindness/visual impairments preschool through grade 12, or English as a second language preschool through grade 12, or as a reading specialist that builds proficiency in evidence-based literacy instruction and science-based reading research in order to aid in the licensure renewal process for such individuals;
- each teacher with an endorsement in middle education grades six through eight who teaches English that builds proficiency in evidence-based literacy instruction and science-based reading research; and
- each middle school principal and teacher with an endorsement in middle education grades six through eight who teaches mathematics, science, or history and social science that builds an awareness of evidence-based literacy instruction and science-based reading research.

Beginning no later than the 2027-2028 school year, the School Board will provide high-quality professional development in implementing the Virginia IEP established pursuant to Va. Code § 22.1-214.4(11) and the referral, evaluation, reevaluation and eligibility forms and worksheets referenced in Va. Code §22.1-214.4(6), for each teacher with a provisional special education license or an endorsement in special education general curriculum kindergarten through grade 12, special education deaf and hard of hearing preschool through grade 12, and special education blindness and visual impairments preschool through grade 12.

Beginning no later than the 2027-2028 school year, the School Board will provide high-quality professional development in instructional practices to support specially designed instruction in inclusive settings for:

- each teacher with a provisional general education license or an endorsement in early/primary education preschool through grade three, elementary education preschool through grade six, and secondary education grades six through 12;
- each principal with an endorsement in administration and supervision preschool through grade 12;
- each teacher's aide or other paraprofessional; and
- any teacher with a provisional special education license for whom the School Board determines there is a need for such professional development.

The School Board may provide high-quality professional development each year in communicating with and supporting students with autism spectrum disorder for any instructional personnel and School Board employees whose duties include regular contact with students. Such training is optional, and if given, will be provided in accordance with the guidance provided by the Board of Education pursuant to clause (x) of Va. Code § 22.1-253.13:5(C), that includes

- an overview of the characteristics and behavioral recognition of autism spectrum disorder,
- strategies for communicating and interacting with and supporting students with autism spectrum disorder, and
- best practices for responding to and de-escalating certain behavioral challenges and situations.

All instructional personnel are required to participate each year in professional development programs.

No elementary or secondary school teacher is required to participate more frequently than once within six months of employment with the School Board and once every five years thereafter in any non-academic training activity, as defined in Va. Code § 22.1-298.8(A). Except that participation in additional training relating to secure mandatory test violations as set forth in Va. Code §§ 22.1-19.1 and 22.1-292.1 may be required as determined by the School Board or superintendent if it is determined that such additional training is necessary to comply with federal or state law or to remediate misconduct. Each teacher who completes such training must sign a written attestation that the teacher has been trained in and understands the relevant subject matter.

The total frequency and duration of non-academic training activities in which each public elementary or secondary school teacher is required to participate pursuant to (i) state law or regulation or (ii) policy or regulation of the School Board shall not exceed 25 hours every five years. Any non-academic training a teacher voluntarily participates in does not count toward this maximum number of hours. The provisions of Va. Code § 22.1-298.8(B) do not apply to any non-academic training activity or other training activity in which any public school teacher is required to participate pursuant to federal law or regulation.

Each teacher, instructional supervisor/director, and counselor employed on a full-time basis, is required to complete a mental health awareness training or similar program.

Every employee holding a license issued by the Board of Education is required to complete cultural competency training, in accordance with guidance issued by the Board of Education, at least every two years.

The School Board annually reviews its professional development program for quality, effectiveness, participation by instructional personnel and relevancy to the instructional needs of teachers and the academic achievement needs of the students in the school division.

Adopted: July 14, 2025

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-23.3, 22.1-253.13:5, 22.1-276.01, 22.1-291.4, 22.1-298.6, 22.1-298.7 and 22.1-298.8.

PROFESSIONAL STAFF DISCIPLINE

A. Probation and Dismissal

Teachers may be dismissed for incompetency, immorality, non-compliance with school laws and regulations, disability in accordance with State and federal law, conviction of a felony or a crime of moral turpitude or other good and just cause.

A teacher shall be dismissed if such teacher is or becomes the subject of a founded complaint of child abuse and neglect, pursuant to Va. Code § 63.2-1505, and after all rights to an appeal provided by Va. Code § 63.2-1526 have been exhausted. The fact of such finding, after all rights to an appeal provided by Va. Code § 63.2-1526 have been exhausted, shall be grounds for the School Board to recommend that the Board of Education revoke such person's license to teach.

In those instances when licensed personnel are dismissed or resign due to a conviction of any felony; any offense involving the sexual molestation, physical or sexual abuse or rape of a child; any offense involving drugs; or due to having become the subject of a founded case of child abuse or neglect, the School Board shall notify the Board of Education within 10 business days of such dismissal or the acceptance of such resignation.

If a current employee is dismissed because of information appearing on the employee’s criminal history record, the School Board shall provide a copy of the information obtained from the Central Criminal Records Exchange to the employee.

Administrative regulations shall be developed for the dismissal or placing on probation of continuing contract teachers and probationary teachers during the school year.

No teacher shall be dismissed or placed on probation solely on the basis of the teachers' refusal to submit to a polygraph examination requested by the School Board.

B. Suspension

Employees of BLANK School Board may be suspended as provided in Policy GCPF Suspension of Staff Members.

C. Failure to Perform Nonemergency Health-Related Services

With the exception of school administrative personnel and employees who have the specific duty to deliver health-related services, no licensed instructional employee, instructional aide, or clerical employee shall be disciplined, placed on probation, or dismissed on the basis of such employee's refusal to (i) perform nonemergency health-related services for students or (ii) obtain training in the administration of insulin and

glucagon. However, instructional aides and clerical employees may not refuse to dispense oral medications.

"Health-related services" means those activities which, when performed in a health care facility, must be delivered by or under the supervision of a licensed or certified professional.

D. Effect of Probation Pursuant to Va. Code §18.2-251

For purposes of this policy, a court's placing an individual on probation pursuant to Va. Code § 18.2-251 shall be treated as a conviction and as a finding of guilt.

E. Administration of Opioid Antagonist

No employee of the School Board will be subject to disciplinary action for any act or omission made in connection with the administration of an opioid antagonist, when the employee during regular school hours, on school premises, or during a school-sponsored activity, in good faith administers an opioid antagonist for opioid overdose reversal to any individual who is believed to be experiencing or about to experience a life-threatening opioid overdose, regardless of whether such employee was trained or certified in the administration of an opioid antagonist.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 18.2-251, 22.1-274, 22.1-274.4:1, 22.1-296.2, 22.1-307, 22.1-313, 22.1-315.

Cross Refs.:

EBBC	Opioid Antagonists
GBM	Professional Staff Grievances
GCE	Part-Time and Substitute Staff Employment
GCG	Professional Staff Probationary Term and Continuing Contract
GCDA	Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect
GCPF	Suspension of Staff Members
JHC	Student Health Services
JHCD	Administering Medicines to Students

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Adopted: July 14, 2025

Legal Ref.: Code of Virginia, 1950, as amended, §§ 18.2-251, 22.1-274, 22.1-274.4:1, 22.1-296.2, 22.1-307, 22.1-313, 22.1-315.

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JHC	Student Health Services
JHCD	Administering Medicines to Students

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TEACHING ABOUT DRUGS, ALCOHOL AND TOBACCO

BLANK School Board~~Public Schools~~ provides instruction concerning

- drugs and drug abuse,
- the public safety hazards and dangers of alcohol abuse, underage drinking, underage marijuana use, and drunk driving,
- the health and safety risks of using tobacco products, nicotine vapor products, and alternative nicotine products, and
- gambling and the addictive potential thereof.

Instruction on Opioid Overdose Prevention and Reversal in Secondary School

The School Board provides a program of instruction on opioid overdose prevention and reversal in each secondary school with grades nine through 12, which includes instruction in identifying the signs of possible opioid overdose and training in the administration of an opioid antagonist for the reversal of a potentially life-threatening opioid overdose. The School Board determines the appropriate grade level to provide such program in grades nine through 12.

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-206, 22.1-206.01.

Cross Refs:	EBBC	Opioid Antagonists
	GBEC/JFCH/KGC	Tobacco Products and Nicotine Vapor Products
	JFC	Student Conduct
	JFCF	Drugs in Schools
	JFCI	Substance Abuse – Student Assistance Program
	JHCD	Administering Medicines to Students
	KGD	Notification of School-Connected Student Overdose

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Adopted: July 14, 2025

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-206, 22.1-206.01.

Cross Refs:	EBBC	Opioid Antagonists
	GBEC/JFCH/KGC	Tobacco Products and Nicotine Vapor Products
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	JFCI	Substance Abuse – Student Assistance Program
	JHCD	Administering Medicines to Students
	KGD	Notification of School-Connected Student Overdose

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TCPS has not adopted this policy for years.

File: IGAJ
(Optional)

DRIVER EDUCATION

The BLANK School Board offers a program of driver education in the high schools in the safe operation of motor vehicles.[1] The program includes instruction concerning

- alcohol and drug abuse;
- aggressive driving;
- the dangers of distracted driving and speeding;
- motorcycle awareness;
- organ and tissue donor awareness;
- fuel-efficient driving practices; and
- traffic stops, including law-enforcement procedures for traffic stops, appropriate actions to be taken by drivers during traffic stops, and appropriate interactions with law-enforcement officers who initiate traffic stops.

The program also includes an additional minimum 90-minute parent/student driver education component as part of the classroom portion of the driver education curriculum.[2] However, no student who is (1) at least 18 years of age, (2) an emancipated minor, or (3) an unaccompanied minor who is not in the physical custody of the student's parent or guardian is required to participate in the parent/student driver education component. The parent/student driver program emphasizes (i) parental responsibilities regarding juvenile driver behavior, (ii) juvenile driving restrictions pursuant to the Code of Virginia, (iii) the dangers of driving while intoxicated and underage consumption of alcohol, and (iv) the dangers of distracted driving.

The School Board establishes fees, that do not exceed the limit established by the Department of Education, for the behind-the-wheel portion of the program. The School Board may waive the fee or surcharge in whole or in part for those students it determines cannot pay the fee or surcharge.

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] School boards are not required to offer driver education programs. ~~-~~A division that does not offer such a program should not adopt this policy. School b~~B~~oards that do offer driver education may offer classroom training or behind-the-wheel instruction or both; school boards are strongly encouraged to offer behind-the-wheel education during, and to make behind-the-wheel education training available during school hours and before or after school hours, including on weekends~~.~~ Divisions that do not offer behind-the-wheel should not adopt the third paragraph of this policy and should remove Policy JN as a Cross Reference to this policy.

[2] In Planning District 8, the parent/student driver education component must be administered in-person. In other Planning Districts, the parent/student driver education component may be administered either in-person or online by a public school or a driver training school that is licensed as a computer-based driver education provider. The participation of the student's parent or guardian in the parent/student driver education component is required in Planning District 8 unless the student is otherwise exempted from participation in the parent/student driver education component. In other Planning Districts, the participation of the student's parent or guardian in the parent/student driver education component is encouraged but is not required.

Any student who participates in a driver education program must meet the academic requirements established by the Board of Education. No student is permitted to operate a motor vehicle without a learner's permit or a license. Necessary certification of students' academic standing and compliance with compulsory attendance laws is provided by the administration to the Department of Motor Vehicles upon request, in accordance with state law.

Driver education instructors possess valid driver's licenses and maintain satisfactory driving records. Any teacher of behind-the-wheel instruction who receives six or more demerit points in a 12-month period will be suspended from teaching driver education for 24 months[3].

At the beginning of each school year and thereafter as necessary, the superintendent reports to the Department of Motor Vehicles the name and driver's license number of all persons providing instruction in driver education for the school division.

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-205, 46.2-334, 46.2-340.

8 VAC 20-340-10.
8 VAC 20-720-80.

Cross Ref.:		
	JED	Student Absences/Excuses/Dismissals
	JN	Student Fees, Fines, and Charges

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[3] Each school board can determine what a satisfactory driving record is for driver education instructors. Boards are free to include requirements which are more or less stringent than those included here.

PROGRAMS FOR STUDENTS WITH DISABILITIES

Generally

The BLANK School Board provides a free, appropriate public education for all children and youth with disabilities, ages 2 through 21, inclusive, who are residents of BLANK or who are not residents of BLANK but are residents of Virginia and who are enrolled in a full-time virtual school program provided by the Board. To the maximum extent appropriate, students with disabilities are educated with children without disabilities.

An Individualized Education Program (IEP) is developed and implemented for each child with a disability served by the BLANK School Board. The program is developed in a meeting of the child's IEP team, which includes the child's teachers, parent, the student (when appropriate), a school division representative qualified to provide or supervise the provision of special education services, an individual who can interpret the instructional implications of evaluation results and other individuals at the discretion of the parent or school division in accordance with State and federal law and regulations. This IEP is reviewed at least annually.

Parents of students with disabilities are provided guidance from the Virginia Department of Education regarding the availability of credit accommodations to earn a standard diploma and the limitations of the Applied Studies Diploma at a student's annual IEP program meeting corresponding to grades three through 12 when curriculum or statewide assessment decisions are being made that impact the type of diploma for which the student can qualify. The child's IEP team considers credit accommodations, including locally awarded verified credits, to enable the child to earn a standard diploma.

The IEP includes areas and requirements specified by state and federal statutes and regulations~~.~~, including, but not limited to, the following:

Postsecondary Transition and Support Services

Any IEP meeting for a student with a disability that is held for the purpose of postsecondary transition planning includes consideration and documentation of any information relating to such student's needed postsecondary transition services that may be necessary or relevant to coordinating and facilitating the successful and efficient transition of the student from secondary school to an institution of higher education.

Support During Emergency Situations and Evacuations

If deemed appropriate by the IEP team, the IEP may contain language addressing individualized accommodations and supports for the student during emergency situations and evacuations. For an initial IEP, the IEP team will discuss whether or not the student requires such accommodations and supports.

Special Education Parent/Family Liaison

The School Board designates a faculty member to serve as a special education parent/family liaison, who serves as a resource to parents and families to understand and engage in

(i) the referral, evaluation, reevaluation, and eligibility process if they suspect that their child has a disability and

(ii) the IEP process and works in collaboration with the special education family support centers established by the Parent Training and Information Center of the Commonwealth pursuant to Virginia Code § 22.1-214.5.

The School Board posts the name of the designated special education parent/family liaison publicly on its website.

Parental Notification of Dual Enrollment Rights and Obligations

During the annual IEP planning process prior to any year in which an enrolled student with a disability is entering the eleventh or twelfth grade, the student's IEP team provides to the student's parent, a written notice of the student's rights and obligations relating to dual enrollment courses. Such notice is consistent with the Board of Education's model notice and includes detailed information on the process for ensuring the student is receiving both a free and appropriate education as a student enrolled in a public secondary school and the necessary educational accommodations as a student enrolled in a comprehensive community college, pursuant to applicable federal laws.

Explanation of Procedural Safeguards

A copy of the procedural safeguards available to the parent of a child with a disability is given to the parent. The procedural safeguards notice includes a full explanation of all the procedural safeguards available.

Child Find

The BLANK School Board maintains an active and continuing child find program designed to identify, locate and evaluate those children residing in the division who are birth to 21 inclusive who are in need of special education and related services

The School Board provides all applicable procedural safeguards including written notice to the parents of the scheduled screening and, if the child fails the screening, the results of the screening, confidentiality and maintenance of the student's scholastic record.

Adopted:

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Legal Refs.: 20 U.S.C. § 1400, et seq.

29 U.S.C. § 701, et seq.

42 U.S.C. § 12101, et seq.

Code of Virginia, 1950, as amended, §§ 22.1-213, 22.1-214, 22.1-214.4, 22.1-214.5, 22.1-215, 22.1-215.3, 22.1-217, 22.1-217.02, 22.1-217.03, 22.1-217.04. 22.1-217.2, 22.1-217.4, 22.1-274.7, 22.1-253.13:2, 22.1-253.13:4.

8 VAC 20-81-10.
8 VAC 20-81-30.
8 VAC 20-81-50.
8 VAC 20-81-80.
8 VAC 20-81-100.
8 VAC 20-81-110.
8 VAC 20-81-130.
8 VAC 20-81-170.

Cross Refs.:

IAA	Notification of Learning Objectives
IGBI	Advanced Placement Classes and Special Programs
IKF	The Virginia Assessment Program and Graduation Requirements
JO	Student Records
LEB	Advanced/Alternative Courses for Credit

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Adopted: July 14, 2025

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8 VAC 20-81-10.
8 VAC 20-81-30.
8 VAC 20-81-50.
8 VAC 20-81-80.
8 VAC 20-81-100.
8 VAC 20-81-110.
8 VAC 20-81-130.
8 VAC 20-81-170.

Cross Refs.:

IAA	Notification of Learning Objectives
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ONLINE COURSES AND VIRTUAL SCHOOL PROGRAMS

The BLANK School Board may enter into contracts, consistent with the criteria approved by the Board of Education, with approved private or nonprofit organizations to provide multidivision online courses and virtual school programs. Such contracts are exempt from the Virginia Public Procurement Act.

Information regarding online courses and programs that are available through the school division is posted on the division's website. The information includes the types of online courses and programs available to students through the division, when the division will pay course fees and other costs for nonresident students, and the granting of high school credit.

Any student enrolled in any online course or virtual program offered by the school division must be enrolled in a public school in Virginia as provided in Va. Code § 22.1-3.1. The student's parent or guardian must give written permission prior to the enrollment of the student in any full-time virtual program offered by the school division.

A student who resides in BLANK school division is not charged tuition for enrolling in any online course or virtual program offered by the school division. However, tuition may be charged to students, except children with disabilities who are enrolled in the division's full-time virtual school program, who do not reside within the boundaries of the school division.

Teachers who deliver instruction to students through online courses or virtual school programs must be licensed by the Board of Education and are subject to the requirements of Policy GCDA Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect[1].

The administrator of a virtual school program must hold an advanced degree from a regionally accredited institution of higher education with educational and work experience in administering educational programs.

For purposes of this policy, the following definitions apply.

"Multidivision online provider" means (i) a private or nonprofit organization that enters into a contract with a local school board to provide online courses or programs through that school board to students who reside in Virginia both within and outside the geographical boundaries of that school division; (ii) a private or nonprofit organization that enters into contracts with multiple local school boards to provide online courses or programs to students in kindergarten through grade 12 through those school boards; or (iii) a local school board that provides online courses or programs to students who

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FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] Policy GCDA Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on this topic, if different.

reside in Virginia but outside the geographical boundaries of that school division. However, "multidivision online provider" shall not include (a) a local school board's online learning program in which fewer than 10 percent of the students enrolled reside outside the geographical boundaries of that school division; (b) multiple local school boards that establish joint online courses or programs in which fewer than 10 percent of the students enrolled reside outside the geographical boundaries of those school divisions; (c) local school boards that provide online learning courses or programs for their students through an arrangement with a public or private institution of higher education; or (d) local school boards providing online courses or programs through a private or nonprofit organization that has been approved as a multidivision online provider.

"Online course" means a course or grade-level subject instruction that (i) is delivered by a multidivision online provider primarily electronically using the Internet or other computer-based methods and (ii) is taught by a teacher primarily from a remote location, with student access to the teacher given synchronously, asynchronously, or both.

"Virtual school program" means a series of online courses with instructional content that (i) is delivered by a multidivision online provider primarily electronically using the Internet or other computer-based methods; (ii) is taught by a teacher primarily from a remote location, with student access to the teacher given synchronously, asynchronously, or both; (iii) is delivered as a part-time or full-time program; and (iv) has an online component with online lessons and tools for student and data management.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-23.6, 22.1-212.24, 22.1-212.25, 22.1-212.26, 22.1-212.27, 22.1-215, 22.1-296.1, 22.1-296.2, and 22.1-296.4.

Cross Refs.:

DJF	Purchasing Procedures
GCDA	Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect
IGBA	Programs for Students with Disabilities
IGBG	Off-Site Instruction and Virtual Courses

ONLINE COURSES AND VIRTUAL SCHOOL PROGRAMS

The Tazewell County School Board may enter into contracts, consistent with the criteria approved by the Board of Education, with approved private or nonprofit organizations to provide multidivision online courses and virtual school programs. Such contracts are exempt from the Virginia Public Procurement Act.

Information regarding online courses and programs that are available through the school division is posted on the division's website. The information includes the types of online courses and programs available to students through the division, when the division will pay course fees and other costs for nonresident students, and the granting of high school credit.

Any student enrolled in any online course or virtual program offered by the school division must be enrolled in a public school in Virginia as provided in Va. Code § 22.1-3.1. The student's parent or guardian must give written permission prior to the enrollment of the student in any full-time virtual program offered by the school division.

A student who resides in Tazewell County school division is not charged tuition for enrolling in any online course or virtual program offered by the school division. However, tuition may be charged to students, except children with disabilities who are enrolled in the division's full-time virtual school program, who do not reside within the boundaries of the school division.

Teachers who deliver instruction to students through online courses or virtual school programs must be licensed by the Board of Education and are subject to the requirements of Policy GCDA Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect.

The administrator of a virtual school program must hold an advanced degree from a regionally accredited institution of higher education with educational and work experience in administering educational programs.

For purposes of this policy, the following definitions apply.

"Multidivision online provider" means (i) a private or nonprofit organization that enters into a contract with a local school board to provide online courses or programs through that school board to students who reside in Virginia both within and outside the geographical boundaries of that school division; (ii) a private or nonprofit organization that enters into contracts with multiple local school boards to provide online courses or programs to students in kindergarten through grade 12 through those school boards; or (iii) a local school board that provides online courses or programs to students who reside in Virginia but outside the geographical boundaries of that school division. However, "multidivision online provider" shall not include (a) a local school board's online learning program in which fewer than 10 percent of the students enrolled reside outside the geographical boundaries of that school division; (b) multiple local school boards that establish joint online courses or programs in which fewer than 10 percent of the students enrolled reside outside the geographical boundaries of those school

divisions; (c) local school boards that provide online learning courses or programs for their students through an arrangement with a public or private institution of higher education; or (d) local school boards providing online courses or programs through a private or nonprofit organization that has been approved as a multidivision online provider.

"Online course" means a course or grade-level subject instruction that (i) is delivered by a multidivision online provider primarily electronically using the Internet or other computer-based methods and (ii) is taught by a teacher primarily from a remote location, with student access to the teacher given synchronously, asynchronously, or both.

"Virtual school program" means a series of online courses with instructional content that (i) is delivered by a multidivision online provider primarily electronically using the Internet or other computer-based methods; (ii) is taught by a teacher primarily from a remote location, with student access to the teacher given synchronously, asynchronously, or both; (iii) is delivered as a part-time or full-time program; and (iv) has an online component with online lessons and tools for student and data management.

Adopted: July 14, 2025

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-23.6, 22.1-212.24, 22.1-212.25, 22.1-212.26, 22.1-212.27, 22.1-215, 22.1-296.1, 22.1-296.2, and 22.1-296.4.

Cross Refs.:

DJF	Purchasing Procedures
GCDA	Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect
IGBA	Programs for Students with Disabilities
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NEW POLICY

ADVANCED OR ACCELERATED MATHEMATICS

Annual Notification

The parents of each student in grades five through eight is notified annually of the following:

- Criteria and process for enrollment in advanced or accelerated mathematics, including automatic enrollment and parental opt-out, as set forth in this policy;
- The importance of middle school mathematics coursework;
- The impact of middle school mathematics coursework on the high school mathematics coursework sequence; and
- The mathematics courses available within the BLANK school division.

Automatic Enrollment and Option for Parental Opt-Out

Students in grades five through eight who earn a grade-level upper quartile scale score on the end-of-year Standards of Learning mathematics assessments will be automatically enrolled in an available advanced or accelerated mathematics course in the next school year. Parents of such a student may opt-out their student from such automatic enrollment.

Eligibility for Enrollment

Besides the automatic enrollment option referenced above, students may be eligible for enrollment in an available advanced or accelerated mathematics course upon teacher recommendation, parental recommendation, student preference, or student aptitude as demonstrated through other means of evaluation than the Standards of Learning mathematics assessment, such as grades, other standardized resting, portfolios, or observation.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-207.9, 22.1-253.13:1, 22.1-253.13:3.

Cross Ref.: IA Instructional Goals and Objectives
IKF The Virginia Assessment Program and Graduation Requirements

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Adopted: July 14, 2025

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-207.9, 22.1-253.13:1, 22.1-253.13:3.

Cross Ref.: IA Instructional Goals and Objectives
IKF The Virginia Assessment Program and Graduation Requirements

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ACCEPTABLE COMPUTER SYSTEM USE

The School Board provides a computer system, including the internet, to promote educational excellence by facilitating learning, resource sharing, innovation and communication. The term computer system includes, but is not limited to, hardware, software, data, communication lines and devices, terminals, display devices, printers, CD, DVD and other media devices, tape or flash drives, storage devices, servers, mainframe and personal computers, tablets, laptops, telephones, cameras, projectors, interactive whiteboards/panels, audio-visual equipment, multimedia devices, workstations, remote network access, cloud services, the internet and other electronic services and internal or external networks. This includes any device that may be connected to or used to connect to the school division's network or electronically stored division material.

All use of the division's computer system must be (1) in support of education and/or research, or (2) for legitimate division business. Use of the computer system is a privilege, not a right. Inappropriate use may result in cancellation of those privileges, disciplinary action, and/or legal action. Any communication or material generated using the computer system, including electronic mail, social media posts, instant or text messages, tweets, and other files, including communications and materials deleted from a user's account, may be monitored, read, and/or archived by division staff.

This policy applies to all users of the division's computer system. By using or accessing the computer system, the user agrees to abide by this policy and the Technology Use Guidelines established by the superintendent.

The superintendent is responsible for establishing Technology Use Guidelines, containing the appropriate uses, ethics and protocols for use of the computer system. The superintendent is also responsible for reviewing and updating, as necessary, the Guidelines at least every two years. It is the user's responsibility to know and follow this policy and the Technology Use Guidelines.

The Guidelines include:

(1) a prohibition against use of the division's computer equipment and communications services for sending, receiving, viewing or downloading illegal material via the internet;

(2) provisions, including the selection and operation of a technology protection measure for the division's computers having internet access to filter or block internet access through such computers, that seek to prevent access to:
   a. child pornography as set out in Va. Code § 18.2-374.1:1 or as defined in 18 U.S.C. § 2256;
   b. obscenity as defined by Va. Code § 18.2-372 or 18 U.S.C. § 1460; and
   c. material that the school division deems to be harmful to juveniles as defined in Va. Code § 18.2-390, material that is harmful to minors as

defined in 47 U.S.C. § 254(h)(7)(G), and material that is otherwise inappropriate for minors;

(3) provisions establishing that the technology protection measure is enforced during any use of the division's computers;

(4) provisions establishing that all usage of the computer system may be monitored;

(5) provisions designed to educate students and employees about appropriate online behavior, including interacting with students and other individuals on social networking websites, blogs, in chat rooms, and cyberbullying awareness and response;

(6) provisions designed to prevent unauthorized online access by minors, including "hacking" and other unlawful online activities;

(7) provisions requiring every user to protect the security of information necessary to access the computer system, such as usernames and passwords, and prohibiting the sharing of passwords;

(8) provisions prohibiting the unauthorized disclosure, use, and dissemination of photographs and/or personal information of or regarding minors; and

(9) a component of internet safety for students that is integrated in the division's instructional program.

Use of the school division's computer system must be consistent with the educational or instructional mission or administrative function of the division as well as the varied instructional needs, learning styles, abilities and developmental levels of students.

The division's computer system is not a public forum.

Users of the division's computer system have no expectation of privacy for use of the division's resources or electronic devices including non-division owned devices while connected to division networks or computer resources.

Software and/or services may not be installed or downloaded on the division's computer system without the prior approval of the superintendent or superintendent's designee.

No employee or agent of the School Board or person or entity contracting with the School Board may download or use any application, including TikTok or WeChat, or access any website developed by ByteDance Ltd. or Tencent Holdings Ltd. ~~(i)~~ on any device or equipment issued, owned, or leased by the School Board, including mobile phones, desktop computers, laptop computers, tablets, or other devices capable of connecting to the Internet.

The failure of any user to follow the terms of this policy or the Technology Use Guidelines may result in loss of computer system privileges, disciplinary action, and/or appropriate legal action. Users of the system agree to indemnify the School Board for any losses, costs, or damages relating to or arising out of any violation of this policy or the Technology Use Guidelines.

The School Board is not responsible for any information that may be lost, damaged or unavailable when using the computer system or for any information retrieved via the internet. Furthermore, the School Board is not responsible for any unauthorized charges or fees resulting from access to the computer system.

The School Board reviews and amends, if necessary, this policy every two years.

Adopted:

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Legal Refs: 18 U.S.C. §§ 1460, 2256.
47 U.S.C. §§ 54.520, 254.

Code of Virginia, 1950, as amended, §§ 2.2-5514.1, 18.2-372, 18.2-374.1:1, 18.2-390, 22.1-23.3, 22.1-70.2, and 22.1-78.

Cross Refs.:

ECAB	Vandalism
EGAA	Reproduction and Use of Copyrighted Materials
ET (Optional)	Educational Technology Foundations and Public School Foundations
GBA/JHFA	Prohibition Against Harassment and Retaliation
GCPD	Professional Staff Discipline
GCQB	Staff Research and Publishing
JECB (Option 1)	Admission of Nonpublic Students for Part-Time Enrollment
JFC	Student Conduct
JRCA	School Service Providers' Use of Student Personal Information
LBD	Home Instruction

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Adopted: July 14, 2025

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Cross Refs.:

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JFC	Student Conduct
JFCM	Student Cell Phone and Smart Device Possession and Use
JRCA	School Service Providers' Use of Student Personal Information
LBD	Home Instruction

SCHOOL ATTENDANCE AREAS

School attendance areas for each school are established by the School Board. Students attend the school in the attendance area in which they reside and to which they are assigned, unless special permission is granted by the School Board.

~~Any student who resides on a military installation or in military housing within the division is permitted to enroll in any school in the division upon request of the student's parent if space in the school is available.[1]~~

[OPTIONAL][2] Any student who does not reside within the school division, but is the dependent of a full-time active duty member of the uniformed services, is permitted to enroll in the division upon request of such student's parent, provided that:

- space in the school is available,
- at least one parent of the student has an identification card issued by the U.S. Department of Defense,
- at least one parent of the student can provide evidence that the parent will be on active duty status or active duty orders, such that the parent will be temporarily transferred in compliance with official orders to another location in support of combat, a contingency operation, or a natural disaster requiring the use of orders for more than 30 consecutive days; and
- the student will be residing with a relative of such student who lives in this school division or will be residing in this school division within six months of requesting enrollment in the division.

The superintendent is responsible for establishing an application process which may include the following[3]

- A process by which a parent or guardian indicates a school preference for purposes of his child attending a school in the division but outside of the attendance area in which the child resides

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FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] Divisions which do not have military installations or military housing within the division should not adopt this paragraph.

[2] Pursuant to Va. Code § 22.1-7.2(C), the school board may, but is not required to, permit the enrollment of any student who does not reside within the school division and is a dependent of a full-time active-duty member US when specific conditions are met.

- If the SB wishes to permit such enrollment, the word "(Optional)" should be removed from the final policy.
- If the school board does not want to allow such enrollment, this paragraph should be removed.

[3] School boards may add other appropriate conditions to this list.

- A requirement that the parent or guardian provide transportation for the student attending a school outside the attendance zone in which the child resides
- A requirement that the student may be disqualified from attending a school outside the attendance area in which the child resides if he has been subject to specified disciplinary actions
- A prohibition on the recruitment of a student from one school to another by a school division employee
- A limitation on participation in certain athletic activities for a student who chooses to attend a school outside the attendance zone in which he resides
- A random, unbiased selection process in the event enrollment requests exceed the capacity of a school
- A provision that a student will be permitted to remain at the receiving school until the student has completed the highest grade level in that school
- A preference to a student
    - who resides in a location that has been subject to a change in school attendance area during the previous two years
    - who has a sibling attending the receiving school, or
    - whose parent or guardian is an employee of the receiving school

Changes in attendance areas are determined by the School Board, upon recommendation of the superintendent based on the need to provide for the orderly administration of the schools, the competent instruction of the students and the health, safety, best interests and general welfare of all students.

As used in this policy, "military installation" means a base, camp, post, station, yard, center, homeport facility for any ship, fort, or other activity under the jurisdiction of the Department of Defense, including any leased facility, that is located in whole or in part within the Commonwealth. "Military installation" does not include any facility used primarily for civil works, rivers and harbors projects, or flood control projects.

Adopted:

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Legal Ref.: Code of Virginia, 1950 as amended, §§ 22.1-7.1, 22.1-7.2, 22.1-78, 22.1-79, 22.1-253.13:7.

Cross Refs: JEC School Admission
JEC-R School Admission
JCA Transfers by Student Victims of Crime
JCB Transfers by Students in Persistently Dangerous Schools

SCHOOL ATTENDANCE AREAS

School attendance areas for each school are established by the School Board. Students attend the school in the attendance area in which they reside and to which they are assigned, unless special permission is granted by the School Board.

Any student who does not reside within the school division, but is the dependent of a full-time active duty member of the uniformed services, is permitted to enroll in the division upon request of such student's parent, provided that:

- space in the school is available,
- at least one parent of the student has an identification card issued by the U.S. Department of Defense,
- at least one parent of the student can provide evidence that the parent will be on active duty status or active duty orders, such that the parent will be temporarily transferred in compliance with official orders to another location in support of combat, a contingency operation, or a natural disaster requiring the use of orders for more than 30 consecutive days; and
- the student will be residing with a relative of such student who lives in this school division or will be residing in this school division within six months of requesting enrollment in the division.

The superintendent is responsible for establishing an application process which may include the following

- A process by which a parent or guardian indicates a school preference for purposes of his child attending a school in the division but outside of the attendance area in which the child resides
- A requirement that the parent or guardian provide transportation for the student attending a school outside the attendance zone in which the child resides
- A requirement that the student may be disqualified from attending a school outside the attendance area in which the child resides if he has been subject to specified disciplinary actions
- A prohibition on the recruitment of a student from one school to another by a school division employee
- A limitation on participation in certain athletic activities for a student who chooses to attend a school outside the attendance zone in which he resides
- A random, unbiased selection process in the event enrollment requests exceed the capacity of a school
- A provision that a student will be permitted to remain at the receiving school until the student has completed the highest grade level in that school
- A preference to a student
    - who resides in a location that has been subject to a change in school attendance area during the previous two years

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- who has a sibling attending the receiving school, or
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Adopted: July 14, 2025

Legal Ref.: Code of Virginia, 1950 as amended, §§ 22.1-7.1, 22.1-7.2, 22.1-78, 22.1-79, 22.1-253.13:7.

Cross Refs:

JEC	School Admission
JEC-R	School Admission
JCA	Transfers by Student Victims of Crime
JCB	Transfers by Students in Persistently Dangerous Schools

CLASSROOM ASSIGNMENTS FOR TWINS

A parent of twins or higher order multiples in the same grade level may request that the children be placed in the same classroom or in separate classrooms if they are at the same elementary school. A parent must request the classroom placement no later than 3 days after the first day of each school year or 3 days after the first day of attendance of the children during a school year. Schools may recommend classroom placement to the parent.

Schools must provide the placement requested by the children's parent, unless the division superintendent or ~~his~~ superintendent's designee makes a classroom placement determination following the school principal's request to do so, based upon a determination by the principal at the end of the initial grading period, and in consultation with the children's classroom teacher, ~~based upon a determination~~ that the parent's requested classroom placement is disruptive to the school or is harmful to the children's educational progress.

Adopted:

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Legal Ref.: Code of Virginia, as amended, § 22.1-79.3.

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A parent of twins or higher order multiples in the same grade level may request that the children be placed in the same classroom or in separate classrooms if they are at the same elementary school. A parent must request the classroom placement no later than 3 days after the first day of each school year or 3 days after the first day of attendance of the children during a school year. Schools may recommend classroom placement to the parent.

Schools must provide the placement requested by the children's parent, unless the division superintendent or superintendent's designee makes a classroom placement determination following the school principal's request to do so, based upon a determination by the principal at the end of the initial grading period, and in consultation with the children's classroom teacher, that the parent's requested classroom placement is disruptive to the school or is harmful to the children's educational progress.

Adopted: July 14, 2025

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Legal Ref.: Code of Virginia, as amended, § 22.1-79.3.

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SCHOOL ADMISSION

No person is charged tuition for admission or enrollment in the BLANK public schools, whether on a full-time or part-time basis, who is eligible for admission under Policies JEC School Admission or JECA Admission of Homeless Children.[1] School officials do not inquire into the student's citizenship or B, C or D visa status in determining eligibility for tuition-free enrollment in the BLANK public schools.

However, the school division may admit and charge tuition to a student who:

A. Is a resident of the school division but not of school age;

B. Is of school age and not a resident of Virginia but is temporarily living with a non-parent who resides within the school division;

C. Is of school age and resides beyond the boundaries of Virginia but near thereto in a state or the District of Columbia which grants equal attendance privileges to residents of the Commonwealth;

D. Is of school age and resides on a military or naval reservation located wholly or partly within the geographical boundaries of the school division, is not a domiciled resident of the Commonwealth of Virginia, and is a student for whom federal funds provided under Public Law 874 of 1950, commonly known as Impact Aid, fund less than 50 percent of the total per capita cost of education in BLANK public schools ~~Public Schools~~ exclusive of capital outlay and debt service; such students shall be eligible for interscholastic programs immediately upon enrollment, provided that such persons (i) satisfy all other requirements for eligibility and (ii) are dependents of a military service member required by the military to live on the military installation as evidenced by a statement on command letterhead signed by, or by direction of, the service member's commanding officer;

E. Is of school age and attending a school in the division pursuant to a foreign student exchange program approved by the School Board;

F. Is a resident of the Commonwealth but not of the school division, except as provided in Policy JEC School Admission;

G. Is of school age and was enrolled in a public school within the division as a domiciled resident of the Commonwealth, and has been required as a result of military or federal orders issued to their parents to relocate and reside on federal property in another state or the District of Columbia, where such state or the District of Columbia is contiguous to the school division; or

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] Policy JECA Admission of Homeless Children is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy/policies on admission, if different.

H. Is of school age and residing within the school division, and is enrolled in summer programs other than remediation required under Va. Code § 22.1-253:13.1, or is enrolled in local initiatives or programs not required by the Standards of Quality or the Standards of Accreditation.

The following category(ies) of students are eligible for consideration for admission: ~~-~~nonresidents **INSERT**. Eligibility for consideration does not signify acceptance of the admission application of a student. Each application for admission will be considered on an individual basis. The residency of persons in the above categories who reside in housing or temporary shelter, or on property located in multiple jurisdictions, shall be determined in the manner set forth in Policy JEC School Admission.

Foreign students in an F-1 immigration status or who obtain F-1 student visas are not admitted in the division's elementary schools or publicly funded adult education programs. Such students may be admitted, for a period up to twelve months, in the division's secondary schools only if they pre-pay the full, unsubsidized per capita cost of the education.

Procedure for Admission

The following procedure is followed for application and review of applications for admission of students who are not eligible for tuition-free enrollment.

A parent or guardian of a student shall apply for admission on behalf of the student by completing the division application. The application form contains information and agreements including, but not limited to:

- the current legal residence of the child and the school division in which the child is currently enrolled, if any;
- the child's unique student identification number, if any;
- the basis for requesting admission;
- the specific building and grade level (elementary) or course offerings (secondary) in which the student desires to be enrolled if accepted by the division; and,
- the agreement that the student is subject to all policies, regulations and guidelines of the school division, including the Code of Student Conduct.

Within 15 calendar days of receipt of the application, the BLANK Office of the school division shall provide the applicant with written notification of the approval or denial of the application. If the student is to be admitted, the superintendent or superintendent's designee shall notify the division which the student previously attended, if any, and make necessary arrangements for the transfer of student records. The notification of admission shall state the period for which the student is accepted and the subsequent conditions which could cause the acceptance to be terminated.

If the application is denied, the BLANK Office shall notify the parent or guardian of the right to have the transfer reviewed by sending a written request to the

superintendent or superintendent's designee within seven calendar days. Applications denied based upon the student's suspension, expulsion or withdrawal of admission shall be reviewed in as provided in Policy JEC School Admission. For all other denials of admission, the superintendent or superintendent's designee shall respond in writing to the request for review within 10 calendar days.

Tuition Rate

The tuition rate is set by the superintendent for each academic year.

Transportation

Transportation is not furnished to nonresident students except in those cases where:

- agreements between divisions specify transportation services;
- federal or state legislation mandates the provision of transportation services; or
- transportation services can be provided at no cost to the division.

Adopted:

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Legal Refs: 8 CFR 214.2.

Code of Virginia, 1950, as amended, §§ 22.1-3, 22.1-5 and 22.1-287.02.

~~1999 Va. Op. Atty. Gen. 105~~

Cross Refs.:	JEC	School Admission
	JECA	Admission of Homeless Children
	JECB	Admission of Nonpublic Students for Part-Time Enrollment
	JC	School Attendance Areas
	JGD/JGE	Student Suspension/Expulsion
	JHCA	Physical Examinations of Students
	JHCB	Student Immunizations
	JO	Student Records

SCHOOL ADMISSION

No person is charged tuition for admission or enrollment in the Tazewell County Public Schools, whether on a full-time or part-time basis, who is eligible for admission under Policies JEC School Admission or JECA Admission of Homeless Children. School officials do not inquire into the student's citizenship or B, C or D visa status in determining eligibility for tuition-free enrollment in the Tazewell County Public Schools.

However, the school division may admit and charge tuition to a student who:

A. Is a resident of the school division but not of school age;

B. Is of school age and not a resident of Virginia but is temporarily living with a non-parent who resides within the school division;

C. Is of school age and resides beyond the boundaries of Virginia but near thereto in a state or the District of Columbia which grants equal attendance privileges to residents of the Commonwealth;

D. Is of school age and resides on a military or naval reservation located wholly or partly within the geographical boundaries of the school division, is not a domiciled resident of the Commonwealth of Virginia, and is a student for whom federal funds provided under Public Law 874 of 1950, commonly known as Impact Aid, fund less than 50 percent of the total per capita cost of education in Tazewell County Public Schools exclusive of capital outlay and debt service; such students shall be eligible for interscholastic programs immediately upon enrollment, provided that such persons (i) satisfy all other requirements for eligibility and (ii) are dependents of a military service member required by the military to live on the military installation as evidenced by a statement on command letterhead signed by, or by direction of, the service member's commanding officer;

E. Is of school age and attending a school in the division pursuant to a foreign student exchange program approved by the School Board;

F. Is a resident of the Commonwealth but not of the school division, except as provided in Policy JEC School Admission;

G. Is of school age and was enrolled in a public school within the division as a domiciled resident of the Commonwealth, and has been required as a result of military or federal orders issued to their parents to relocate and reside on federal property in another state or the District of Columbia, where such state or the District of Columbia is contiguous to the school division; or

H. Is of school age and residing within the school division, and is enrolled in summer programs other than remediation required under Va. Code § 22.1-253:13.1, or is enrolled in local initiatives or programs not required by the Standards of Quality or the Standards of Accreditation.

The following category(ies) of students are eligible for consideration for admission: nonresidents. Eligibility for consideration does not signify acceptance of the admission application of a student. Each application for admission will be considered on an individual basis. The residency of persons in the above categories who reside in housing or temporary shelter, or on property located in multiple jurisdictions, shall be determined in the manner set forth in Policy JEC School Admission.

Foreign students in an F-1 immigration status or who obtain F-1 student visas are not admitted in the division's elementary schools or publicly funded adult education programs. Such students may be admitted, for a period up to twelve months, in the division's secondary schools only if they pre-pay the full, unsubsidized per capita cost of the education.

Procedure for Admission

The following procedure is followed for application and review of applications for admission of students who are not eligible for tuition-free enrollment.

A parent or guardian of a student shall apply for admission on behalf of the student by completing the division application. The application form contains information and agreements including, but not limited to:

- the current legal residence of the child and the school division in which the child is currently enrolled, if any;
- the child's unique student identification number, if any;
- the basis for requesting admission;
- the specific building and grade level (elementary) or course offerings (secondary) in which the student desires to be enrolled if accepted by the division; and,
- the agreement that the student is subject to all policies, regulations and guidelines of the school division, including the Code of Student Conduct.

Within 15 calendar days of receipt of the application, the Tazewell County School Division Office of the school division shall provide the applicant with written notification of the approval or denial of the application. If the student is to be admitted, the superintendent or superintendent's designee shall notify the division which the student previously attended, if any, and make necessary arrangements for the transfer of student records. The notification of admission shall state the period for which the student is accepted and the subsequent conditions which could cause the acceptance to be terminated.

If the application is denied, the Tazewell County School Division Office shall notify the parent or guardian of the right to have the transfer reviewed by sending a written request to the superintendent or superintendent's designee within seven calendar days. Applications denied based upon the student's suspension, expulsion or withdrawal of admission shall be reviewed in as provided in Policy JEC School

Admission. For all other denials of admission, the superintendent or superintendent's designee shall respond in writing to the request for review within 10 calendar days.

Tuition Rate

The tuition rate is set by the superintendent for each academic year.

Transportation

Transportation is not furnished to nonresident students except in those cases where:

- agreements between divisions specify transportation services;
- federal or state legislation mandates the provision of transportation services; or
- transportation services can be provided at no cost to the division.

Adopted: July 14, 2025

Legal Refs: 8 CFR 214.2.

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Cross Refs.:	JEC	School Admission
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	JHCB	Student Immunizations
	JO	Student Records

EXCLUSIONS AND EXEMPTIONS FROM SCHOOL ATTENDANCE

The School Board shall excuse the following from attendance at school:

1. Any student who, together with the student's parents, by reason of bona fide religious training or belief is conscientiously opposed to attendance at school.

2. On the recommendation of the juvenile and domestic relations court of the city or county in which the student resides, and for such period of time as the court determines appropriate, any student who, together with the student's parents, is opposed to attendance at a school by reason of concern for the student's health as verified by competent medical evidence, or by reason of such pupil's reasonable apprehension for personal safety when such concern or apprehension in that pupil's specific case is determined by the court, upon consideration of the recommendation of the principal and division superintendent, to be justified.

The School Board may excuse the following from attendance at school:

1. On recommendation of the principal and the superintendent and with the written consent of the parent or guardian, any student who the School Board determines, in accordance with regulations of the Board of Education, cannot benefit from education at school; or

2. On recommendation of the juvenile and domestic relations district court of the city or county in which the student resides, any student who, in the judgment of the court, cannot benefit from education at school.

Any request for exemption from attendance ~~shall~~ is to be provided or forwarded ~~presented~~ annually in writing to the superintendent or superintendent's designee.

The compulsory education requirements do not apply to

- children suffering from contagious or infectious diseases;
- children whose immunizations against communicable diseases have not been completed;
- children under 10 years of age who live more than two miles from a public school unless public transportation is provided within one mile of the place where such children live; and
- children between the ages of 10 and 17, inclusive, who live more than 2.5 miles from a public school unless public transportation is provided within 1.5 miles of the place where such children live.

In addition, a child's attendance from school may delayed for one year, when such ~~any~~ child ~~who~~ will not have reached the ~~child's sixth birthday~~ age of 6 years old on or before September 30 of ~~each~~such school year and whose parent or guardian notifies

the School Board that the parent does not wish the child to attend school until the following year because the child, in the opinion of the parent or guardian, is not mentally, physically, or emotionally prepared to attend school~~, may delay the child's attendance for one year~~.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-254.

Cross Refs.:

JEA	Compulsory Attendance
JHCB	Immunization of Students
JHCC	Communicable Diseases
LBD	Home Instruction

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In addition, a child's attendance from school may delayed for one year, when such child will not have reached the age of 6 years old on or before September 30 of such school year and whose parent or guardian notifies the School Board that the

parent does not wish the child to attend school until the following year because the child, in the opinion of the parent or guardian, is not mentally, physically, or emotionally prepared to attend school.

Adopted: July 14, 2025

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Cross Refs.:

JEA	Compulsory Attendance
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STUDENT CONDUCT

Generally

The BLANK School Board establishes expectations for student conduct so that public education is conducted in an atmosphere free of disruption and threat to persons or property and supportive of individual rights.

In addition to the types of conduct prohibited below, the superintendent issues Standards of Student Conduct and a list of possible actions for violations of those Standards.

This Policy and the Standards of Student Conduct apply to all BLANK school students. They are enforced when the student's conduct occurs when the student is:

- On school property.
- Traveling to school or from school.
- Traveling to, at, and from bus stops.
- In School Board vehicles.
- In attendance at any school-sponsored activity.
- Off school property if the conduct disrupts the learning environment.

The School Board and superintendent biennially review the model student conduct code developed by the Virginia Board of Education to incorporate into policy and the Standards of Student Conduct a range of discipline options and alternatives to preserve a safe and non-disruptive environment for effective learning and teaching.

Parental Involvement and Responsibility

Each parent of a student enrolled in BLANK schools has a duty to assist in enforcing this policy, the Standards of Student Conduct and compulsory school attendance in order that education may be conducted in an atmosphere free of disruption and threat to persons or property and supportive of individual rights. This policy, the Standards of Student Conduct, a notice of the requirements of Va. Code § 22.1-279.3, and a copy of the compulsory school attendance law is sent to all parents within one calendar month of the opening of schools simultaneously with any other materials customarily distributed at that time. A statement for the parent's signature acknowledging the receipt of this policy, the Standards of Student Conduct, the requirements of Va. Code § 22.1-279.3 and the compulsory school attendance law is also sent. Parents are notified that by signing the statement of receipt, they are not deemed to waive, but expressly reserve, their rights protected by the constitution or laws of the United States or Virginia. Each school maintains records of the signed statements.

The school principal may request the student's parent or parents, if both have legal and physical custody, to meet with the principal or principal's designee to review this policy, the Standards of Student Conduct and the parent's or parents' responsibility

to participate with the school in disciplining the student and maintaining order, to ensure the student's compliance with compulsory school attendance law and to discuss improvement of the child's behavior, school attendance and educational progress.

The school principal or principal's designee notifies the parents of any student who violates a School Board policy, the Standards of Student Conduct, or the compulsory school attendance requirements when such violation is likely to result in the student's suspension or the filing of a court petition, whether or not the school administration has imposed such disciplinary action or filed such a petition. The notice states (1) the date and particulars of the violation; (2) the obligation of the parent to take actions to assist the school in improving the student's behavior and ensuring compliance with compulsory school attendance; (3) that, if the student is suspended, the parent may be required to accompany the student to meet with school officials; and (4) that a petition with the juvenile and domestic relations district court may be filed under certain circumstances to declare the student a child in need of supervision.

The principal or principal's designee notifies the parent of any student involved in an incident required to be reported to the superintendent and Virginia Board of Education as described in Policy CLA Reporting Acts of Violence and Substance Abuse.[1]

If a parent fails to comply with the requirements of this Policy, the School Board may ask the Juvenile and Domestic Relations Court to proceed against the parent in accordance with the requirements of the Code of Virginia.

A parent, guardian or other person having control or charge of a student is notified in writing of any disciplinary action taken with regard to any incident upon which an adjudication of delinquency or conviction for an offense listed in Va. Code § 16.1-260.G was based and the reasons therefor. The parent or guardian is also notified of the parent or guardian's right to review, and to request an amendment of, the student's scholastic record, in accordance with regulations of the Board of Education governing the management of scholastic records.

Prevention, Intervention, and Treatment Activities and Programs

Any student involved in a reportable drug or violent incident, as described in Policy CLA Reporting Acts of Violence and Substance Abuse, participates in prevention and intervention activities deemed appropriate by the superintendent or superintendent's designee. Further, any student who has been found to be in possession of or under the influence of drugs or alcohol on school property or at a school sponsored activity may be required to (1) undergo evaluation for drug or alcohol

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] Policy CLE Reporting Acts of Violence and Substance Abuse is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on reporting such acts, if different.

abuse and (2) participate in a drug and/or alcohol treatment program if recommended by the evaluator and if the parent consents.

Prohibited Conduct

The following conduct is prohibited. Students engaging in such conduct are subject to disciplinary action.

Bullying and Use of Electronic Means for Bullying

Bullying is prohibited. "Bullying" means any aggressive and unwanted behavior that is intended to harm, intimidate, or humiliate the victim; involves a real or perceived power imbalance between the aggressor or aggressors and victim; and is repeated over time or causes severe emotional trauma. "Bullying" includes cyber bullying. "Bullying" does not include ordinary teasing, horseplay, argument or peer conflict.

The principal or principal's designee notifies the parent of any student involved in an alleged incident of bullying within 24 hours of learning of the allegation of bullying.

Gang Activity

Gang activity, as defined in Policy JFCE Gang Activity or Association, is prohibited.[2]

Harassment

As provided in Policy JFHA/GBA Prohibition Against Harassment and Retaliation, students are prohibited from harassing other students, school staff, volunteers, student teachers or any other person present in school facilities or at school functions.[3]

Hazing

Hazing is prohibited.

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[2] Policy JFCE Gang Activity or Association is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on gang activity, if different.

[3] Policy JFHA/GBA Prohibition Against Harassment and Retaliation is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on prohibiting harassment and retaliation, if different.

Hazing means to recklessly or intentionally endanger the health or safety of a student or students or to inflict bodily harm on a student or students in connection with or for the purpose of initiation, admission into or affiliation with or as a condition for continued membership in a club, organization, association, fraternity, sorority, or student body regardless of whether the student or students so endangered or injured participated voluntarily in the relevant activity.

Intentional Injury of Others

Students are prohibited from intentionally injuring others.

Self-defense

Whether a student acted in self-defense is considered when the student's conduct is evaluated for disciplinary action.

Threats: Intimidation

Students are prohibited from making any verbal, written or physical threat of bodily injury to another person.

Trespassing

Students, including students who have been suspended or expelled, are subject to disciplinary action for trespassing on school property.

Use and/or Possession of Alcohol, Tobacco Products, Nicotine Vapor Products, Anabolic Steroids, and Other Drugs

Students are prohibited from possessing, using, or distributing any of the restricted substances listed below on school property, on school buses or during school activities, on or off school property.

Students are prohibited from attempting to possess, use, consume, procure and/or purchase, any of the restricted substances listed below or what is represented by or to the student to be any of the restricted substances listed below or what the student believes is any of the restricted substances listed below.

Students are prohibited from being under the influence of any of the restricted substances listed below, regardless of whether the student's condition amounts to legal intoxication.

Restricted substances include but are not limited to alcohol, tobacco products as defined in Policy JFCH Tobacco Products and Nicotine Vapor

Products, nicotine vapor products as defined in Policy JFCH Tobacco Products and Nicotine Vapor Products, inhalant products, and other controlled substances defined in the Drug Control Act, Chapter 15.1 of Title 54 of the Code of Virginia, such as anabolic steroids, stimulants, depressants, hallucinogens, marijuana, imitation and look-alike drugs, drug paraphernalia and any prescription or non-prescription drug possessed in violation of School Board policy. [4]

In addition to any other consequences which may result, a student who is a member of a school athletic team will be ineligible for two school years to compete in interscholastic athletic competition if the school principal and the superintendent determine that the student used anabolic steroids during the training period immediately preceding or during the sport season of the athletic team, unless such steroid was prescribed by a licensed physician for a medical condition.

Use of Profane or Obscene Language and Conduct

Students are prohibited from using profane or obscene language or engaging in profane or obscene conduct.

Vandalism

Students are prohibited from vandalizing school property and the property of any School Board staff member or any other person.

The School Board may recover damages sustained because of the willful or malicious destruction or, or damage to, public property pursuant to Policy ECAB Vandalism.[5]

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 16.1-260, 18.2-56,18.2-308.1, 18.2-308.7, 22.1-23.3, 22.1-78, 22.1-200.1, 22.1-253.13:7; 22.1-254, 22.1-276.3, 22.1-277, 22.1-277.08, 22.1-277.2, 22.1-279.1, 22.1-279.3, 22.1-279.3:1, 22.1-279.6, 22.1-288.2.

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[4] Policy JFCH Tobacco Products and Nicotine Vapor Products is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on those products, if different.

[5] Policy ECAB Vandalism is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on those products, if different.

~~Model Guidance for Positive and Preventive Code of Student Conduct Policy and Alternatives to Suspension, Virginia Board of Education June 2021.~~

Cross Refs.:	CLA	Reporting Acts of Violence and Substance Abuse
	EB	School Crisis, Emergency Management and Medical Emergency Response Plan
	EBB	Threat Assessment Teams
	ECAB	Vandalism
	IIBEA/GAB	Acceptable Computer System Use
	JECB (Option 1)	Admission of Nonpublic Students for Part-Time Enrollment
	JFCC	Student Conduct on School Buses
	JFCE	Gang Activity or Association
	JFCF	Drugs in School
	JFCM	Student Cell Phone and Smart Device Possession and Use
	JFG	Search and Seizure
	JFHA/GBA	Prohibition Against Harassment and Retaliation
	JGA	Corporal Punishment
	JGD/JGE	Student Suspension/Expulsion
	JGDA	Disciplining Students with Disabilities
	JGDB	Discipline of Students with Disabilities for Infliction of Serious Bodily Injury
	JM	Restraint and Seclusion of Students
	JN	Student Fees, Fines and Charges
	JRCA	School Service Providers' Use of Student Personal Information
	LBD	Home Instruction

STUDENT CONDUCT

Generally

The Tazewell County School Board establishes expectations for student conduct so that public education is conducted in an atmosphere free of disruption and threat to persons or property and supportive of individual rights.

In addition to the types of conduct prohibited below, the superintendent issues Standards of Student Conduct and a list of possible actions for violations of those Standards.

This Policy and the Standards of Student Conduct apply to all Tazewell County school students. They are enforced when the student's conduct occurs when the student is:

- On school property.
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this policy, the Standards of Student Conduct and the parent's or parents' responsibility to participate with the school in disciplining the student and maintaining order, to ensure the student's compliance with compulsory school attendance law and to discuss improvement of the child's behavior, school attendance and educational progress.

The school principal or principal's designee notifies the parents of any student who violates a School Board policy, the Standards of Student Conduct, or the compulsory school attendance requirements when such violation is likely to result in the student's suspension or the filing of a court petition, whether or not the school administration has imposed such disciplinary action or filed such a petition. The notice states (1) the date and particulars of the violation; (2) the obligation of the parent to take actions to assist the school in improving the student's behavior and ensuring compliance with compulsory school attendance; (3) that, if the student is suspended, the parent may be required to accompany the student to meet with school officials; and (4) that a petition with the juvenile and domestic relations district court may be filed under certain circumstances to declare the student a child in need of supervision.

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Prohibited Conduct

The following conduct is prohibited. Students engaging in such conduct are subject to disciplinary action.

Bullying and Use of Electronic Means for Bullying

Bullying is prohibited. "Bullying" means any aggressive and unwanted behavior that is intended to harm, intimidate, or humiliate the victim; involves a real or perceived power imbalance between the aggressor or aggressors and victim; and is repeated over time or causes severe emotional trauma. "Bullying" includes cyber bullying. "Bullying" does not include ordinary teasing, horseplay, argument or peer conflict.

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Hazing is prohibited.

Hazing means to recklessly or intentionally endanger the health or safety of a student or students or to inflict bodily harm on a student or students in connection with or for the purpose of initiation, admission into or affiliation with or as a condition for continued membership in a club, organization, association, fraternity, sorority, or student body regardless of whether the student or students so endangered or injured participated voluntarily in the relevant activity.

Intentional Injury of Others

Students are prohibited from intentionally injuring others.

Self-defense

Whether a student acted in self-defense is considered when the student's conduct is evaluated for disciplinary action.

Threats: Intimidation

Students are prohibited from making any verbal, written or physical threat of bodily injury to another person.

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Students, including students who have been suspended or expelled, are subject to disciplinary action for trespassing on school property.

Use and/or Possession of Alcohol, Tobacco Products, Nicotine Vapor Products, Anabolic Steroids, and Other Drugs

Students are prohibited from possessing, using, or distributing any of the restricted substances listed below on school property, on school buses or during school activities, on or off school property.

Students are prohibited from attempting to possess, use, consume, procure and/or purchase, any of the restricted substances listed below or what is represented by or to the student to be any of the restricted substances listed below or what the student believes is any of the restricted substances listed below.

Students are prohibited from being under the influence of any of the restricted substances listed below, regardless of whether the student's condition amounts to legal intoxication.

Restricted substances include but are not limited to alcohol, tobacco products as defined in Policy JFCH Tobacco Products and Nicotine Vapor Products, nicotine vapor products as defined in Policy JFCH Tobacco Products and Nicotine Vapor Products, inhalant products, and other controlled substances defined in the Drug Control Act, Chapter 15.1 of Title 54 of the Code of Virginia, such as anabolic steroids, stimulants, depressants, hallucinogens, marijuana, imitation and look-alike drugs, drug paraphernalia and any prescription or non-prescription drug possessed in violation of School Board policy.

In addition to any other consequences which may result, a student who is a member of a school athletic team will be ineligible for two school years to compete in interscholastic athletic competition if the school principal and the superintendent determine that the student used anabolic steroids during the training period immediately preceding or during the sport season of the athletic team, unless such steroid was prescribed by a licensed physician for a

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Vandalism

Students are prohibited from vandalizing school property and the property of any School Board staff member or any other person.

The School Board may recover damages sustained because of the willful or malicious destruction or, or damage to, public property pursuant to Policy ECAB Vandalism.

Adopted: July 4, 2025

Legal Refs.: Code of Virginia, 1950, as amended, §§ 16.1-260, 18.2-56,18.2-308.1, 18.2-308.7, 22.1-23.3, 22.1-78, 22.1-200.1, 22.1-253.13:7; 22.1-254, 22.1-276.3, 22.1-277, 22.1-277.08, 22.1-277.2, 22.1-279.1, 22.1-279.3, 22.1-279.3:1, 22.1-279.6, 22.1-288.2.

Cross Refs.:

CLA	Reporting Acts of Violence and Substance Abuse
EB	School Crisis, Emergency Management and Medical Emergency Response Plan
EBB	Threat Assessment Teams
ECAB	Vandalism
IIBEA/GAB	Acceptable Computer System Use
JECB (Option 1)	Admission of Nonpublic Students for Part-Time Enrollment
JFCC	Student Conduct on School Buses
JFCE	Gang Activity or Association
JFCF	Drugs in School
JFCM	Student Cell Phone and Smart Device Possession and Use
JFG	Search and Seizure
JFHA/GBA	Prohibition Against Harassment and Retaliation
JGA	Corporal Punishment
JGD/JGE	Student Suspension/Expulsion
JGDA	Disciplining Students with Disabilities
JGDB	Discipline of Students with Disabilities for Infliction of Serious Bodily Injury
JM	Restraint and Seclusion of Students

JN	Student Fees, Fines and Charges
JRCA	School Service Providers' Use of Student Personal Information
LBD	Home Instruction

WEAPONS IN SCHOOL

I. Generally

Carrying, bringing, using or possessing any firearm, dangerous device, or dangerous or deadly weapon in any school building, on school grounds, in any school vehicle or at any school-sponsored activity without the authorization of the school principal or the superintendent or superintendent's designee is prohibited, and grounds for disciplinary action. The superintendent or superintendent's designee is permitted to give authority to possess a firearm on school property only to persons expressly authorized by statute to possess a firearm on school property.

Such weapons include, but are not limited to:

- any pistol, shotgun, stun weapon, revolver, or other firearm listed in Va. Code § 22.1-277.07, designed or intended to propel a projectile of any kind, including a rifle,
- unloaded firearms in closed containers,
- any air rifle or BB gun,
- toy guns and look-alike guns,
- any dirk, bowie knife, switchblade or stiletto knife, ballistic knife, machete, knife or razor,
- slingshots or slingbows,
- spring sticks,
- brass or metal knuckles, blackjacks,
- any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, which may be known as a nun chahka, nun chuck, nunchaku, shuriken, or fighting chain,
- any disc, of whatever configuration, having at least two points or pointed blades, and which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart,
- explosives, and
- destructive devices as defined in Va. Code § 22.1-277.07, and
- other dangerous articles.

II. Expulsion for Possession of Firearms

A student who has possessed a firearm on school property, school buses, or at a school-sponsored activity as prohibited by Va. Code § 18.2-308.1 or who has possessed a firearm or destructive device as defined in Va. Code § 22.1-277.07, or a firearm muffler or firearm silencer, or a pneumatic gun as defined in Va. Code § 15.2-915.4 on school property or at a school-sponsored activity may be expelled for at least one year in accordance with Policy JGD/JGE Student Suspension/Expulsion.[1] The

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FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] Policy JGD/JGE Student Suspension/Expulsion is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's policy on expulsion and suspension, if different.

School Board may determine, based on the facts of a particular situation, that special circumstances exist and no disciplinary action or another disciplinary action or another term of expulsion is appropriate. The School Board may promulgate guidelines for determining what constitutes special circumstances. The School Board authorizes[2] the superintendent or the superintendent's designee to conduct a preliminary review of such cases to determine whether a disciplinary action other than expulsion is appropriate. If it is determined by the superintendent or superintendent's designee that a disciplinary action other than expulsion is appropriate, such disciplinary action is taken in accordance with Article 3 of Chapter 14 of Title 22.1 of the Code of Virginia.

III. Students with Disabilities

A. Students with disabilities are subject to this policy and may be disciplined to the same extent as a nondisabled student provided the manifestation review committee determines that the violation was not a manifestation of the student's disability. The provisions of Policy JGDA Disciplining Students with Disabilities will be followed in addition to the regular disciplinary procedures.

B. Additional authority to remove a student with a disability from school for a weapons violation.

1. In addition to the authority granted in subsection A above, a student with a disability may also be removed without parent consent and assigned to an interim alternative education program by school personnel for not more than forty-five (45) school days when the student carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of a state or local educational agency. This option is available regardless of whether a manifestation exists. The removal should not be in excess of any removal imposed on a student without a disability for the same offense.

2. For purposes of this forty-five (45) school day removal, the weapon must meet the following definition:

> "a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 ½ inches in length."

FOOTNOTE IS FOR REFERENCE ONLY AND SHOULD BE DELETED FROM FINAL POLICY.

[2] School boards are permitted, but not required by law, to authorize the superintendent or superintendent's designee, to conduct a preliminary review as described in the policy. A board that does not authorize the superintendent or superintendent's designee to conduct such a review should not adopt this sentence and the following sentence.

Adopted:

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Legal Refs.: 18 U.S.C. § 930.

20 U.S.C. § 1415.

Code of Virginia, §§ 15.2-915.4,18.2-308, 18.2-308.1, 18.2-308.7, 22.1-277.07, 22.1-277.07:1, 22.1-280.2:4.

~~8 VAC 20-81-10.~~

Cross Refs.:

EB	School Crisis, Emergency Management, and Medical Emergency Response Plan
EBB	Threat Assessment Teams
GBEB	Staff Weapons in School
~~JGD/JGE~~	~~Student Suspension/Expulsion~~
JFC	Student Conduct
JFCC	Student Conduct on School Buses
JFG	Search and Seizure
JGA	Corporal Punishment
JGD/JGE	Student Suspension/Expulsion
JGDA	Disciplining Students with Disabilities
JGDB	Discipline of Students with Disabilities for Infliction of Serious Bodily Injury

WEAPONS IN SCHOOL

I. Generally

Carrying, bringing, using or possessing any firearm, dangerous device, or dangerous or deadly weapon in any school building, on school grounds, in any school vehicle or at any school-sponsored activity without the authorization of the school principal or the superintendent or superintendent's designee is prohibited, and grounds for disciplinary action. The superintendent or superintendent's designee is permitted to give authority to possess a firearm on school property only to persons expressly authorized by statute to possess a firearm on school property.

Such weapons include, but are not limited to:

- any pistol, shotgun, stun weapon, revolver, or other firearm listed in Va. Code § 22.1-277.07, designed or intended to propel a projectile of any kind, including a rifle,
- unloaded firearms in closed containers,
- any air rifle or BB gun,
- toy guns and look-alike guns,
- any dirk, bowie knife, switchblade or stiletto knife, ballistic knife, machete, knife or razor,
- slingshots or slingbows,
- spring sticks,
- brass or metal knuckles, blackjacks,
- any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, which may be known as a nun chahka, nun chuck, nunchaku, shuriken, or fighting chain,
- any disc, of whatever configuration, having at least two points or pointed blades, and which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart,
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superintendent or the superintendent's designee to conduct a preliminary review of such cases to determine whether a disciplinary action other than expulsion is appropriate. If it is determined by the superintendent or superintendent's designee that a disciplinary action other than expulsion is appropriate, such disciplinary action is taken in accordance with Article 3 of Chapter 14 of Title 22.1 of the Code of Virginia.

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Adopted: July 14, 2025

Legal Refs.: 18 U.S.C. § 930.

20 U.S.C. § 1415.

Code of Virginia, §§ 15.2-915.4,18.2-308, 18.2-308.1, 18.2-308.7, 22.1-277.07, 22.1-277.07:1, 22.1-280.2:4.

Cross Refs.:	EB	School Crisis, Emergency Management, and Medical Emergency Response Plan
	EBB	Threat Assessment Teams
	GBEB	Staff Weapons in School
	JFC	Student Conduct
	JFCC	Student Conduct on School Buses
	JFG	Search and Seizure
	JGA	Corporal Punishment
	JGD/JGE	Student Suspension/Expulsion
	JGDA	Disciplining Students with Disabilities
	JGDB	Discipline of Students with Disabilities for Infliction of Serious Bodily Injury

SUBSTANCE ABUSE - STUDENT ASSISTANCE PROGRAM

The primary responsibility for helping students who are involved with substance abuse lies with the students and their parents. ~~-~~Nevertheless, the BLANK School Board strives to provide a supportive school environment for students involved with substance use or abuse.

The School Board supports substance abuse programs which vary according to individual needs. Included among these are programs for persons who desire more information, and for those who need help with intervention activities and programs.

The School Board supports efforts to help students during the school day as well as to reinforce programs provided by other sources. To that end, individual school substance abuse programs may provide group experiences, individual counseling and other programs.

Students are prohibited from possessing, using, or distributing restricted substances in accordance with Policy JFC Student Conduct.[1]

Adopted:

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Legal Ref.: Code of Virginia, 1950 as amended, §§ 22.1-78, 16.1-305.1.

Cross Refs.:	CLA	Reporting Acts of Violence and Substance Abuse
	EA	Support Services
	EBBC	Opioid Antagonists
	GAE	Child Abuse and Neglect Reporting
	GBEC/JFCH/KGC	Tobacco Products and Nicotine Vapor Products
	IGAG	Teaching about Drugs, Alcohol and Tobacco
	JFC	Student Conduct
	JFCF	Drugs in School
	JFG	Search and Seizure
	JGD/JGE	Student Suspension/Expulsion
	~~GAE~~	~~Child Abuse and Neglect Reporting~~
	JO	Student Records
	KGD	Notification of School-Connected Student Overdose

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] Policy JFC Student Conduct is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on student conduct, if different.

SUBSTANCE ABUSE - STUDENT ASSISTANCE PROGRAM

The primary responsibility for helping students who are involved with substance abuse lies with the students and their parents. Nevertheless, the Tazewell County School Board strives to provide a supportive school environment for students involved with substance use or abuse.

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Adopted: July 14, 2025

Legal Ref.: Code of Virginia, 1950 as amended, §§ 22.1-78, 16.1-305.1.

Cross Refs.:	CLA	Reporting Acts of Violence and Substance Abuse
	EA	Support Services
	EBBC	Opioid Antagonists
	GAE	Child Abuse and Neglect Reporting
	GBEC/JFCH/KGC	Tobacco Products and Nicotine Vapor Products
	IGAG	Teaching about Drugs, Alcohol and Tobacco
	JFC	Student Conduct
	JFCF	Drugs in School
	JFG	Search and Seizure
	JGD/JGE	Student Suspension/Expulsion
	JO	Student Records
	KGD	Notification of School-Connected Student Overdose

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NEW POLICY

File: JFCM

STUDENT CELL PHONE AND SMART DEVICE POSSESSION AND USE

Definitions

As used in this policy and related regulations,

"Bell to bell" means after the first bell rings at the start of the school day to begin instructional time until the dismissal bell rings at the end of the school day. "Bell to bell" includes lunch and time in between class periods.

"Smart device" means any personal electronic device that can connect to the internet and wirelessly collect, process, and transmit data, including smart watches and tablets.

Generally

The BLANK School Board establishes age-appropriate and developmentally appropriate restrictions for student use and possession of cell phones and smart devices on school property from bell-to-bell.

The superintendent issues regulations setting forth the restrictions and procedures to be followed to effectuate this policy.[1] Any regulations issued in accordance with this policy may include additional exemptions, including procedures for emergency communications with students.

Student Cell Phones and Smart Devices on School Property

Students are permitted to use and possess cell phones and smart devices on school property before or after bell to bell, subject to additional regulations as may be issued. Such permitted use must not result in distractions or disruptions to the learning environment, disruptive behavior, bullying, harassment, crime, or any other behavior that violates other policies, regulations or laws.

From bell to bell, students are restricted from using or possessing cell phones on school property in accordance with this policy, issued regulations, and applicable laws.

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] The School Board is not required to authorize the superintendent to establish regulations on student cell phone and smart device use and possession. If the School Board does not authorize the superintendent to issue regulations, the School Board should establish detailed policies on student cell phone use and possession on school grounds and incorporate them into this policy.

Restrictions By Age Group[2]

Elementary Schools (Kindergarten through Grade 5):

Reference Policy Regulation JFC-R.1.
[INSERT DIVISION'S RESTRICTIONS FOR ELEMENTARY SCHOOLS HERE.]

Middle Schools (Grades 6 through 8):

Reference Policy Regulation JFC-R.1.
[INSERT THE DIVISION'S RESTRICTIONS FOR MIDDLE SCHOOLS HERE.]

High/Secondary Schools (Grade 9 through 12):

Reference Policy Regulation JFC-R.1.
[INSERT THE DIVISION'S RESTRICTIONS FOR HIGH/SECONDARY SCHOOLS HERE.]

Exemptions

Any student who, pursuant to an Individualized Education Plan, Section 504 Plan, individualized health care plan, or Limited English Proficiency plan, is permitted to possess and use a cell phone or smart device on school property, including in the classroom, from bell to bell to monitor or address a health concern or as an accommodation or assistive technology support. **[Insert any additional exemptions]**.

Implementation and Enforcement

The superintendent and the school administration of each elementary and secondary school in the division are responsible for implementing and enforcing this policy. Any implementation and enforcement of this policy minimizes, to the extent possible, any conflict with the instructional responsibilities of teachers or any disturbance to instructional time and does not involve any school resource officer employed in any school in the division.

Discipline of Students

No student will be suspended or expelled solely for a violation of this policy. Any violation of this policy that involves, coincides with, or results in an instance of disruptive behavior, bullying, harassment, crime, or any other behavior that violates other policies, regulations or laws, is subject to discipline, addressed in accordance with the Standards of Student Conduct and applicable policies and regulations.

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[2] The School Board may determine restrictions for each school age to be included in this policy and to set parameters for any adopted regulations by replacing the bolded language and inserting those restrictions and exemptions here. If the School Board authorizes the superintendent to establish such regulations and exemptions, the bolded language can be removed and replaced with a statement that the Superintendent establishes the related regulations and exemptions.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-79.3:1, 22.1-276.01, 22.1-277, 22.1-279.6.

Cross Refs.:	GAB/IIBEA	Acceptable Computer System Use
	JFC	Student Conduct
	JFCA	Teacher Removal of Students from Class
	JFG	Search and Seizure
	JFHA/GBA	Prohibition Against Harassment and Retaliation
	JGD/JGE	Student Suspension/Expulsion
	JGDA	Disciplining Students with Disabilities
	JRCA	School Service Providers' Use of Student Personal Information

STUDENT CELL PHONE AND SMART DEVICE POSSESSION AND USE

Definitions

As used in this policy and related regulations,

"Bell to bell" means after the first bell rings at the start of the school day to begin instructional time until the dismissal bell rings at the end of the school day. "Bell to bell" includes lunch and time in between class periods.

"Smart device" means any personal electronic device that can connect to the internet and wirelessly collect, process, and transmit data, including smart watches and tablets.

Generally

The Tazewell County School Board establishes age-appropriate and developmentally appropriate restrictions for student use and possession of cell phones and smart devices on school property from bell-to-bell.

The superintendent issues regulations setting forth the restrictions and procedures to be followed to effectuate this policy. Any regulations issued in accordance with this policy may include additional exemptions, including procedures for emergency communications with students.

Student Cell Phones and Smart Devices on School Property

Students are permitted to use and possess cell phones and smart devices on school property before or after bell to bell, subject to additional regulations as may be issued. Such permitted use must not result in distractions or disruptions to the learning environment, disruptive behavior, bullying, harassment, crime, or any other behavior that violates other policies, regulations or laws.

From bell to bell, students are restricted from using or possessing cell phones on school property in accordance with this policy, issued regulations, and applicable laws.

Restrictions By Age Group

Elementary Schools (Kindergarten through Grade 5): Reference Policy Regulation JFC-R.1.

Middle Schools (Grades 6 through 8): Reference Policy Regulation JFC-R.1.

High/Secondary Schools (Grade 9 through 12): Reference Policy Regulation JFC-R.1.

Exemptions

Any student who, pursuant to an Individualized Education Plan, Section 504 Plan, individualized health care plan, or Limited English Proficiency plan, is permitted to possess and use a cell phone or smart device on school property, including in the classroom, from bell to bell to monitor or address a health concern or as an accommodation or assistive technology support.

Implementation and Enforcement

The superintendent and the school administration of each elementary and secondary school in the division are responsible for implementing and enforcing this policy. Any implementation and enforcement of this policy minimizes, to the extent possible, any conflict with the instructional responsibilities of teachers or any disturbance to instructional time and does not involve any school resource officer employed in any school in the division.

Discipline of Students

No student will be suspended or expelled solely for a violation of this policy. Any violation of this policy that involves, coincides with, or results in an instance of disruptive behavior, bullying, harassment, crime, or any other behavior that violates other policies, regulations or laws, is subject to discipline, addressed in accordance with the Standards of Student Conduct and applicable policies and regulations.

Adopted: July 14, 2025

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-79.3:1, 22.1-276.01, 22.1-277, 22.1-279.6.

Cross Refs.:	GAB/IIBEA	Acceptable Computer System Use
	JFC	Student Conduct
	JFCA	Teacher Removal of Students from Class
	JFG	Search and Seizure
	JFHA/GBA	Prohibition Against Harassment and Retaliation
	JGD/JGE	Student Suspension/Expulsion
	JGDA	Disciplining Students with Disabilities
	JRCA	School Service Providers' Use of Student Personal Information

STUDENT HEALTH SERVICES

The BLANK School Board may employ school nurses, physicians, physical therapists, occupational therapists and speech therapists who meet such standards as may be determined by the Board of Education. Subject to the approval of the local appropriating body, a local health department may provide personnel for health services for the school division.

[OPTIONAL] Telehealth Services and Mental Health Teletherapy Services[1]

The School Board may provide school-based mental health teletherapy services and permit any student to schedule and participate in telehealth services and mental health teletherapy services on school property during regular school hours on the same basis as such students are permitted to schedule and participate in school counseling services.

When telehealth services are offered, the School Board enters into a memorandum of understanding with a nationally recognized school-based telehealth provider in accordance with the model memorandum of understanding developed by the Department of Education and provides guidance relating to the implementation of this telehealth services policy for administrative and instructional personnel and posts such guidance on its website at the beginning of each school year.

When school-based telehealth services and mental health teletherapy services are made available, each school where telehealth services are provided shall:

- Designate a location with internet access within the school for students to use for telehealth appointments that ensures the privacy and safety of the student
- Implement measures to ensure the privacy and safety of each student participating in a telehealth appointment
- **INSERT ADDITIONAL REQUIREMENTS**[2]

Any student who participates in a telehealth appointment during regular school hours will not be subject to any disciplinary measure or consequences for participating in such an appointment if the student would otherwise be considered absent or excused for the purposes of receiving health care services.

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] The School Board may but it not required to adopt policies on telehealth services. If the SB does not want to adopt these provisions, they should remove this section from the policy. If they SB wants to adopt this policy and language, the SB will also need to provide guidance for implementing the policy to administrative and instructional personnel and post the guidance on its website before each school year in accordance with Va. Code § 2.2-272.3.

[2] The School Board may but is not required to include other requirements it deems necessary and appropriate for student participation in telehealth services and mental health teletherapy services.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-272.2, 22.1-272.3, 22.1-274.

Cross Refs.:	EBBA	Emergency First Aid, CPR and AED Certified Personnel
	GCPD	Professional Staff Discipline
	GCPF	Suspension of Staff Members
	IJ	Guidance and Counseling Program
	JED	Student Absences/Excuses/Dismissals
	JHCA	Physical Examinations of Students
	JHCB	Student Immunizations
	JHCC	Communicable Diseases
	JHCCA	Blood Borne Contagious or Infectious Diseases
	JHCD	Administering Medicines to Students
	JHH	Suicide Prevention

STUDENT HEALTH SERVICES

The Tazewell County School Board may employ school nurses, physicians, physical therapists, occupational therapists and speech therapists who meet such standards as may be determined by the Board of Education. Subject to the approval of the local appropriating body, a local health department may provide personnel for health services for the school division.

Adopted: July 14, 2025

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-272.2, 22.1-272.3, 22.1-274.

Cross Refs.:

EBBA	Emergency First Aid, CPR and AED Certified Personnel
GCPD	Professional Staff Discipline
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IJ	Guidance and Counseling Program
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JHCA	Physical Examinations of Students
JHCB	Student Immunizations
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JHCCA	Blood Borne Contagious or Infectious Diseases
JHCD	Administering Medicines to Students
JHH	Suicide Prevention

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ADMINISTERING MEDICINES TO STUDENTS

Self-Care and Self-Administration of Diabetes Medication

Each enrolled student who is diagnosed with diabetes, with parental consent and written approval from the prescriber, is permitted to

- carry with him and use supplies, including a reasonable and appropriate short-term supply of carbohydrates, an insulin pump, and equipment for immediate treatment of high and low blood glucose levels, and
- self-check his own blood glucose levels on school buses, on school property, and at school-sponsored activities.

A School Board employee, as defined in Va. Code § 22.1-274.E, who is a registered nurse, licensed practical nurse, or certified nurse aide and who has been trained in the administration of insulin, including the use and insertion of insulin pumps, and the administration of glucagon may assist a student who is diagnosed with diabetes and who carries an insulin pump with the insertion or reinsertion of the pump or any of its parts. Prescriber authorization and parental consent shall be obtained for any such employee to assist with the insertion or reinsertion of the pump or any of its parts. Nothing in this policy requires any employee to assist with the insertion or reinsertion of the pump or any of its parts.

Self-Administration of Asthma Medications and Auto-Injectable Epinephrine

Students with a diagnosis of asthma or anaphylaxis, or both, are permitted to possess and self-administer inhaled asthma medications or auto-injectable epinephrine, or both, as the case may be, in accordance with this policy during the school day, at school-sponsored activities, or while on a school bus or other school property. A student may possess and self-administer asthma medication, or auto-injectable epinephrine, or both, when the following conditions are met:

- Written parental consent that the student may self-administer inhaled asthma medications or auto-injectable epinephrine, or both, is on file with the school.
- Written notice from the student's health care provider is on file with the school, indicating the identity of the student, stating the diagnosis of asthma or anaphylaxis, or both, and approving self-administration of inhaled asthma medications or auto-injectable epinephrine, or both, that have been prescribed for the student; specifying the name and dosage of the medication, the frequency in which it is to be administered and the circumstances which may warrant its use; and attesting to the student's demonstrated ability to safely and effectively self-administer the medication.
- An individualized health care plan is prepared, including emergency procedures for any life-threatening conditions.
- There is a consultation with the student's parent before any limitations or restrictions are imposed on a student's possession and self-administration of inhaled asthma medications and auto-injectable epinephrine, and before the permission to possess and self-administer inhaled asthma medications and auto-injectable epinephrine at any point during the school year is revoked.

- Self-administration of inhaled asthma medications and auto-injectable epinephrine is consistent with the purposes of the Virginia School Health Guidelines and the Guidelines for Specialized Health Care Procedure Manual, which are jointly issued by the Virginia Department of Education and the Virginia Department of Health.
- Information regarding the health condition of the student may be disclosed to school board employees in accordance with state and federal law governing the disclosure of information contained in student scholastic records.

Permission granted to a student to possess and self-administer asthma medications or auto-injectable epinephrine, or both, will be effective for a period of 365 calendar days, and must be renewed annually. However, a student's right to possess and self-administer inhaled asthma medication or auto-injectable epinephrine, or both, may be limited or revoked after appropriate school personnel consult with the student's parents.

Seizure Rescue Medications (Optional)[1]

Secondary school students with a diagnosis of a condition causing seizures are permitted to possess seizure rescue medications during the school day, at school-sponsored activities, or while on a school bus or other school property if (i) the student's parent has submitted a seizure management plan and action plan in accordance with Va. Code § 22.1-274.6 that includes written consent of the parent and written approval of the student's primary care provider for such self-possession and (ii) the school nurse has been notified of such self-possession.

Pursuant to a written order or standing protocol by the prescriber within the course of his professional practice and with the consent of the student's parent as defined in Va. Code § 22.1-1, an employee of the School Board, local governing body, or local health department who is trained in the administration of seizure rescue medications may be authorized to administer seizure rescue medications to a student with a diagnosis of a condition causing seizures, when the student is believed to be experiencing or about to experience a seizure, and a licensed nurse, an advanced practice registered nurse, a physician, or a physician assistant is not capable of reaching the student within the amount of time necessary to effectively perform the administration of the medication.

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] Pursuant to Va. Code § 22.1-274.2(H) the School Board may, but is not required to, adopt and implement policies for either or both of the paragraphs in this Seizure Rescue Medications section.

- If the SB wishes to adopt one or both of these paragraphs, the word "(Optional)" should be removed from the final policy.
- If the SB chooses not to adopt a policy on seizure rescue medications, then it should remove these paragraphs from its final policy.

Epinephrine

Pursuant to an order or standing protocol issued by the prescriber within the course of his professional practice, any school nurse, School Board employee, employee of a local appropriating body or employee of a local health department who is authorized by a prescriber and trained in the administration of epinephrine may possess epinephrine and administer it to any student believed to be having an anaphylactic reaction.

Albuterol Inhalers

Albuterol inhalers and valved holding chambers are stocked in each school in the division to be administered by any school nurse, licensed athletic trainer under contract with the school division, employee of the School Board, employee of a local appropriating body, or employee of a local health department who is authorized by the local health director and trained in the administration of albuterol inhalers and valved holding chambers for any student believed in good faith to be in need of such medication.

Opioid Antagonists

A dosage of opioid antagonist may be administered by a school nurse or trained and certified employee to any student who is believed to be experiencing or about to experience a life-threatening opioid overdose in accordance with Policy EBBC Opioid Antagonists[2] and any related regulations and applicable laws.

Regulations

The superintendent shall develop a regulation for administration of medicines to students. -The regulation shall include provisions for the handling, storage, monitoring, documentation and disposal of medication.

Adopted:

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Legal Refs.: Code of Virginia, as amended, §§ 8.01-225, 22.1-78, 22.1-274, 22.1-274.01:1, 22.1-274.2, 22.1-274.6, 54.1-2952.2, 54.1-2957.02, 54.1-3408.

Cross Refs.: EB School Crisis, Emergency Management and Medical Emergency Response Plan

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[2] Policy EBBC Opioid Antagonists is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on opioid antagonists, if different.

EBBA	Emergency First Aid, CPR and AED Certified Personnel
EBBC	Opioid Antagonists
GCPD	Professional Staff Discipline
JHCE	Recommendation of Medication by School Personnel
JO	Student Records
KGD	Notification of School-Connected Student Overdose

ADMINISTERING MEDICINES TO STUDENTS

Self-Care and Self-Administration of Diabetes Medication

Each enrolled student who is diagnosed with diabetes, with parental consent and written approval from the prescriber, is permitted to

- carry with him and use supplies, including a reasonable and appropriate short-term supply of carbohydrates, an insulin pump, and equipment for immediate treatment of high and low blood glucose levels, and
- self-check his own blood glucose levels on school buses, on school property, and at school-sponsored activities.

A School Board employee, as defined in Va. Code § 22.1-274.E, who is a registered nurse, licensed practical nurse, or certified nurse aide and who has been trained in the administration of insulin, including the use and insertion of insulin pumps, and the administration of glucagon may assist a student who is diagnosed with diabetes and who carries an insulin pump with the insertion or reinsertion of the pump or any of its parts. Prescriber authorization and parental consent shall be obtained for any such employee to assist with the insertion or reinsertion of the pump or any of its parts. Nothing in this policy requires any employee to assist with the insertion or reinsertion of the pump or any of its parts.

Self-Administration of Asthma Medications and Auto-Injectable Epinephrine

Students with a diagnosis of asthma or anaphylaxis, or both, are permitted to possess and self-administer inhaled asthma medications or auto-injectable epinephrine, or both, as the case may be, in accordance with this policy during the school day, at school-sponsored activities, or while on a school bus or other school property. A student may possess and self-administer asthma medication, or auto-injectable epinephrine, or both, when the following conditions are met:

- Written parental consent that the student may self-administer inhaled asthma medications or auto-injectable epinephrine, or both, is on file with the school.
- Written notice from the student's health care provider is on file with the school, indicating the identity of the student, stating the diagnosis of asthma or anaphylaxis, or both, and approving self-administration of inhaled asthma medications or auto-injectable epinephrine, or both, that have been prescribed for the student; specifying the name and dosage of the medication, the frequency in which it is to be administered and the circumstances which may warrant its use; and attesting to the student's demonstrated ability to safely and effectively self-administer the medication.
- An individualized health care plan is prepared, including emergency procedures for any life-threatening conditions.
- There is a consultation with the student's parent before any limitations or restrictions are imposed on a student's possession and self-administration of inhaled asthma medications and auto-injectable epinephrine, and before the permission to possess and self-administer inhaled asthma medications and auto-injectable epinephrine at any point during the school year is revoked.

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- Self-administration of inhaled asthma medications and auto-injectable epinephrine is consistent with the purposes of the Virginia School Health Guidelines and the Guidelines for Specialized Health Care Procedure Manual, which are jointly issued by the Virginia Department of Education and the Virginia Department of Health.
- Information regarding the health condition of the student may be disclosed to school board employees in accordance with state and federal law governing the disclosure of information contained in student scholastic records.

Permission granted to a student to possess and self-administer asthma medications or auto-injectable epinephrine, or both, will be effective for a period of 365 calendar days, and must be renewed annually. However, a student's right to possess and self-administer inhaled asthma medication or auto-injectable epinephrine, or both, may be limited or revoked after appropriate school personnel consult with the student's parents.

Epinephrine

Pursuant to an order or standing protocol issued by the prescriber within the course of his professional practice, any school nurse, School Board employee, employee of a local appropriating body or employee of a local health department who is authorized by a prescriber and trained in the administration of epinephrine may possess epinephrine and administer it to any student believed to be having an anaphylactic reaction.

Albuterol Inhalers

Albuterol inhalers and valved holding chambers are stocked in each school in the division to be administered by any school nurse, licensed athletic trainer under contract with the school division, employee of the School Board, employee of a local appropriating body, or employee of a local health department who is authorized by the local health director and trained in the administration of albuterol inhalers and valved holding chambers for any student believed in good faith to be in need of such medication.

Opioid Antagonists

A dosage of opioid antagonist may be administered by a school nurse or trained and certified employee to any student who is believed to be experiencing or about to

experience a life-threatening opioid overdose in accordance with Policy EBBC Opioid Antagonists and any related regulations and applicable laws.

Regulations

The superintendent shall develop a regulation for administration of medicines to students. The regulation shall include provisions for the handling, storage, monitoring, documentation and disposal of medication.

Adopted: July 14, 2025

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Legal Refs.: Code of Virginia, as amended, §§ 8.01-225, 22.1-78, 22.1-274, 22.1-274.01:1, 22.1-274.2, 22.1-274.6, 54.1-2952.2, 54.1-2957.02, 54.1-3408.

Cross Refs.:	EB	School Crisis, Emergency Management and Medical Emergency Response Plan
	EBBA	Emergency First Aid, CPR and AED Certified Personnel
	EBBC	Opioid Antagonists
	GCPD	Professional Staff Discipline
	JHCE	Recommendation of Medication by School Personnel
	JO	Student Records
	KGD	Notification of School-Connected Student Overdose

NEW POLICY

STUDENT-ATHLETE EXTREME HEAT SAFETY AND PROTECTION

For purposes of this policy, heat guidelines are based on Wet Bulb Globe Temperature (WBGT) levels developed by an organization or entity whose purpose is to regulate or govern interscholastic athletics programs in the Commonwealth.

Heat-Acclimation and Modification Procedure

The scheduling or cancellation of outdoor athletics practices or games are determined in relation to parameters established in connection with the different WBGT levels and tiers of the heat-acclimation and modification procedures.

The BLANK School Board establishes the following procedures for outdoor athletics practices or games with at least five tiers of procedures based on heat or humidity levels, beginning with the first tier for the lowest heat or humidity level requiring special student-athlete safety and protection precautions and the final tier for the most severe heat or humidity level before the level at which all outdoor athletics practices or games will be cancelled.

Each tier identifies:

- required equipment modifications, if applicable for the sport,
- work-to-rest ratios,
- modification of water break requirements, and
- use of shaded areas for rest breaks

Procedures

[INSERT TIERED PROCEDURES]

Inserts for this section can be found in the almost final version of this policy under procedures.

Cancellation of Athletics Practice or Games

Any athletics practice or game that is scheduled to take place during a time when the WBGT is above the highest tier addressed in the Heat-Acclimation and Modification Procedure, such event will be cancelled.

Hydration and Cooling Space

Each student-athlete is given unhindered access at all times to hydration and a cooling space. The cooling space may be a shaded or air-conditioned area. Ice is made available and provided to each student-athlete and coach at any time there is a WBGT level of 80 degrees Fahrenheit or higher.

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Additional Procedures

The superintendent establishes:[1]

- parameters for scheduling and cancelling outdoor athletics practices or games in accordance with the heat-acclimation and modification procedure;
- procedures relating to preventing, recognizing, and addressing heat-related illnesses, including dehydration, heat syncope, heat exhaustion, and heat stroke; and
- a process for reporting and investigating any instance in which a student-athlete experiences a severe heat-related illness requiring emergency medical treatment or resulting in death.

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-271.9. [2]

Cross Refs.:

EB	School Crisis, Emergency Management and Medical Emergency Response Plan
EBBA	Emergency First Aid, CPR and AED Certified Personnel
JJAF	Student-Athlete Sudden Cardiac Arrest
KG	Community Use of School Facilities
KGB	Public Conduct on School Property

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] School boards are permitted, but not required, to authorize the superintendent to establish any or all of the procedures outlined here. If the School Board chooses to establish any of the procedures instead, it should revise this section of the policy accordingly.

[2] Va. Code § 22.1-271.9 requires Virginia Board of Education (VBOE) to biennially review and update as necessary, guidelines on this policy and distribute the guidelines to local school divisions. This policy is required to be updated in accordance with those VBOE Guidelines.

STUDENT-ATHLETE EXTREME HEAT SAFETY AND PROTECTION

For purposes of this policy, heat guidelines are based on Wet Bulb Globe Temperature (WBGT) levels developed by an organization or entity whose purpose is to regulate or govern interscholastic athletics programs in the Commonwealth.

Heat-Acclimation and Modification Procedure

The scheduling or cancellation of outdoor athletics practices or games are determined in relation to parameters established in connection with the different WBGT levels and tiers of the heat-acclimation and modification procedures.

The Tazewell County School Board establishes the following procedures for outdoor athletics practices or games with at least five tiers of procedures based on heat or humidity levels, beginning with the first tier for the lowest heat or humidity level requiring special student-athlete safety and protection precautions and the final tier for the most severe heat or humidity level before the level at which all outdoor athletics practices or games will be cancelled.

Each tier identifies:

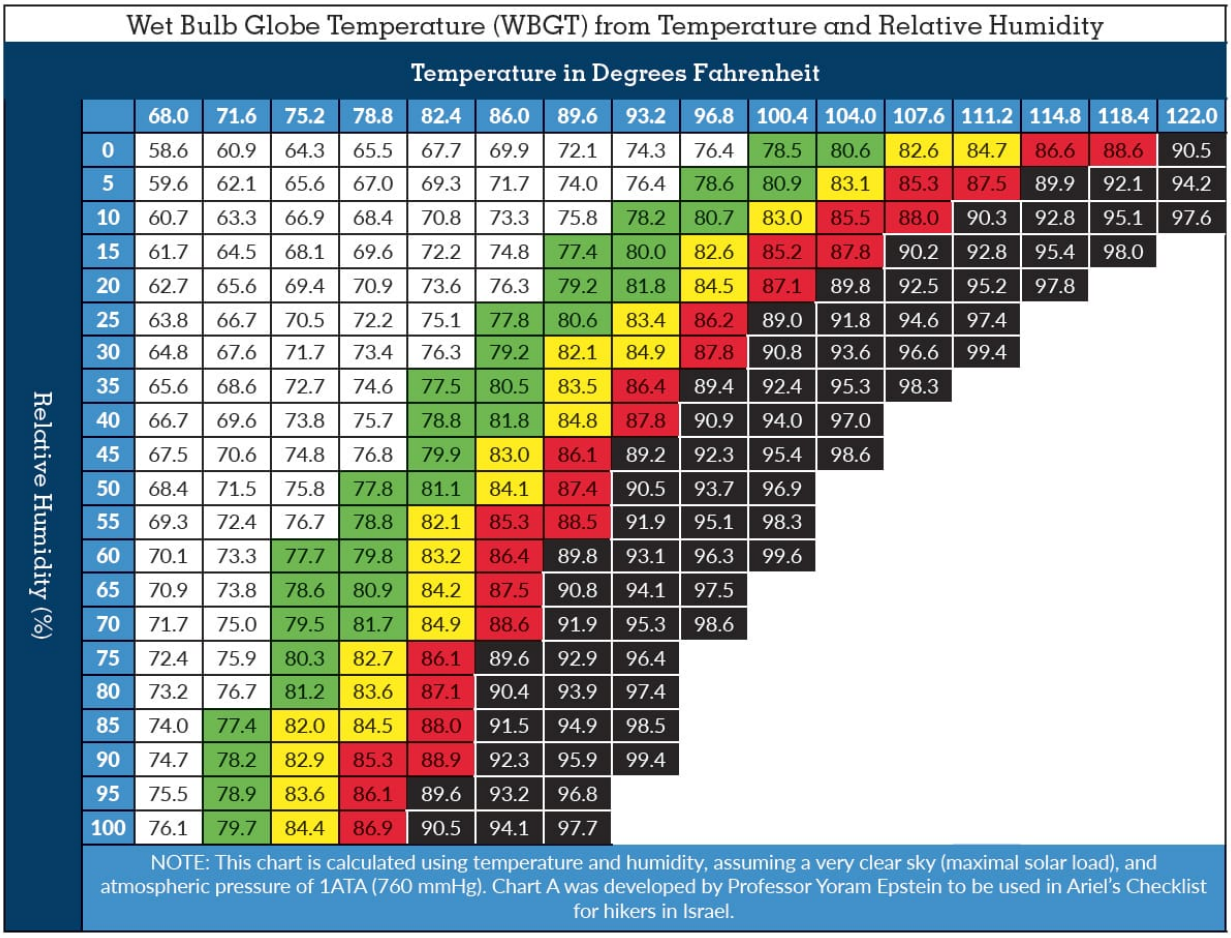
- required equipment modifications, if applicable for the sport,
- work-to-rest ratios,
- modification of water break requirements, and
- use of shaded areas for rest breaks

Procedures:

When high temperature and humidity have the potential to impact athletic practices or competitions, modifications to outdoor athletic activities will be based on current environmental conditions according to the thresholds presented in the following table (WBGT). The administration's decisions regarding outdoor activities in these conditions are binding and ALL athletic teams and/or school-based groups engaged in outdoor activities are expected to follow them.

Level	WBT (Not air temp)	WBGT (Not air temp)	Duration	Fluid Consumption	Practices	Scrimmages and Contests
1	**<66°**	**<80°**	3 hours maximum	Insist that adequate fluid be ingested.	Full gear; minimum of 2 water breaks per hour.	No modifications.

2	**66.0°-74.9°**	**80.0°-82.4°**	3 hours maximum	Insist that 4 – 6 oz. fluid be ingested every 20 minutes.	Full gear; minimum of 3 water breaks per hour.	No modifications.
3	**75.0°-76.9°**	**82.5°-84.9°**	3 hours maximum	Insist that 6 – 8 oz. fluid be ingested every 20 minutes.	Remove helmets unless active in drill.	Monitor athletes, rest as needed.
4	**77.0°-78.9°**	**85.0°-87.4°**	3 hours maximum. Includes max of 45 minutes of work and ≥ 15 minutes of rest each hour.	Insist that 8 – 10 oz. fluid be ingested every 15 minutes.	No equipment during non-contact drills; remove helmet unless active in contact drill; remove equipment when instructional periods exceed 10 minutes.	Monitor athletes, rest as needed.
5	**79.0°-80.9°**	**87.5°-89.9°**	3 hours maximum. Includes max of 40 minutes of work and ≥ 20 minutes of rest each hour.	Insist that 8 – 10 oz. fluid be ingested every 15 minutes.	No equipment-shirts and shorts only; reduce intensity of activity.	Monitor athletes, rest as needed. Remove helmets if not actively participating.
6	**81.0° +**	**90.0° +**	NO OUTDOOR PRACTICES, SCRIMMAGES, or COMPETITIONS.	Re-hydrate 24 oz. for every pound of body weight loss per day.	Practices conducted indoors must follow the Heat Policy.	Delay/postpone scrimmage or game until conditions improve.



Wet Bulb Globe Temperature (WBGT) from Temperature and Relative Humidity

Temperature in Degrees Fahrenheit

Relative Humidity (%)	68.0	71.6	75.2	78.8	82.4	86.0	89.6	93.2	96.8	100.4	104.0	107.6	111.2	114.8	118.4	122.0
0	58.6	60.9	64.3	65.5	67.7	69.9	72.1	74.3	76.4	78.5	80.6	82.6	84.7	86.6	88.6	90.5
5	59.6	62.1	65.6	67.0	69.3	71.7	74.0	76.4	78.6	80.9	83.1	85.3	87.5	89.9	92.1	94.2
10	60.7	63.3	66.9	68.4	70.8	73.3	75.8	78.2	80.7	83.0	85.5	88.0	90.3	92.8	95.1	97.6
15	61.7	64.5	68.1	69.6	72.2	74.8	77.4	80.0	82.6	85.2	87.8	90.2	92.8	95.4	98.0	
20	62.7	65.6	69.4	70.9	73.6	76.3	79.2	81.8	84.5	87.1	89.8	92.5	95.2	97.8		
25	63.8	66.7	70.5	72.2	75.1	77.8	80.6	83.4	86.2	89.0	91.8	94.6	97.4			
30	64.8	67.6	71.7	73.4	76.3	79.2	82.1	84.9	87.8	90.8	93.6	96.6	99.4			
35	65.6	68.6	72.7	74.6	77.5	80.5	83.5	86.4	89.4	92.4	95.3	98.3				
40	66.7	69.6	73.8	75.7	78.8	81.8	84.8	87.8	90.9	94.0	97.0					
45	67.5	70.6	74.8	76.8	79.9	83.0	86.1	89.2	92.3	95.4	98.6					
50	68.4	71.5	75.8	77.8	81.1	84.1	87.4	90.5	93.7	96.9						
55	69.3	72.4	76.7	78.8	82.1	85.3	88.5	91.9	95.1	98.3						
60	70.1	73.3	77.7	79.8	83.2	86.4	89.8	93.1	96.3	99.6						
65	70.9	73.8	78.6	80.9	84.2	87.5	90.8	94.1	97.5							
70	71.7	75.0	79.5	81.7	84.9	88.6	91.9	95.3	98.6							
75	72.4	75.9	80.3	82.7	86.1	89.6	92.9	96.4								
80	73.2	76.7	81.2	83.6	87.1	90.4	93.9	97.4								
85	74.0	77.4	82.0	84.5	88.0	91.5	94.9	98.5								
90	74.7	78.2	82.9	85.3	88.9	92.3	95.9	99.4								
95	75.5	78.9	83.6	86.1	89.6	93.2	96.8									
100	76.1	79.7	84.4	86.9	90.5	94.1	97.7									

NOTE: This chart is calculated using temperature and humidity, assuming a very clear sky (maximal solar load), and atmospheric pressure of 1ATA (760 mmHg). Chart A was developed by Professor Yoram Epstein to be used in Ariel's Checklist for hikers in Israel.

HEAT ADVISORY/EXCESSIVE HEAT WARNING: When the National Weather Service issues a Heat Advisory or an Excessive Heat Warning, school staff ***MUST BE DILIGENT*** in monitoring both the environmental conditions and participants engaged in outdoor activities.

Recommendations:

- Replace fluids at a rate of 24 fluid ounces for every pound of body weight lost after exercise.
- Encourage athletes to wear light colored, loose clothing during activity in hot weather.
- Encourage athletes to wear sunscreen on exposed skin during hot, sunny conditions.
- Ensure adequate water is readily available to student-athletes at all times during activity in hot weather.
- Recommend replacement of sodium (sports drinks, salty foods) if dehydrated, or when activity continues over multiple days in hot and humid weather.

- Discourage athletes from taking caffeine, energy, ergogenic, and/or dietary supplements as these products may cause an increase in dehydration and heat related illness and/or injury.
- The following athletes are at increased risk for heat related illness/injury and should be monitored closely or placed on a modified participation schedule:
    - Individuals poorly acclimatized, overweight, or poorly conditioned.
    - Athletes having a pre-existing dehydrated state (recent fever or gastro-intestinal illness) or pre-existing heat injury.
    - Athletes taking certain medications including diuretics, antihistamines, beta blockers and anticholinergics.
    - Overweight athletes.

Cancellation of Athletics Practice or Games

Any athletics practice or game that is scheduled to take place during a time when the WBGT is above the highest tier addressed in the Heat-Acclimation and Modification Procedure, such event will be cancelled.

Hydration and Cooling Space

Each student-athlete is given unhindered access at all times to hydration and a cooling space. The cooling space may be a shaded or air-conditioned area. Ice is made available and provided to each student-athlete and coach at any time there is a WBGT level of 80 degrees Fahrenheit or higher.

Additional Procedures

The superintendent establishes:

- parameters for scheduling and cancelling outdoor athletics practices or games in accordance with the heat-acclimation and modification procedure;
- procedures relating to preventing, recognizing, and addressing heat-related illnesses, including dehydration, heat syncope, heat exhaustion, and heat stroke; and
- a process for reporting and investigating any instance in which a student-athlete experiences a severe heat-related illness requiring emergency medical treatment or resulting in death.

Adopted: July 14, 2025

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-271.9.

Cross Refs.:	EB	School Crisis, Emergency Management and Medical Emergency Response Plan
	EBBA	Emergency First Aid, CPR and AED Certified Personnel
	JJAF	Student-Athlete Sudden Cardiac Arrest
	KG	Community Use of School Facilities
	KGB	Public Conduct on School Property

STUDENT RECORDS

Generally

The BLANK School Board maintains accurate and complete records for every student enrolled in the public schools in accordance with all federal and state laws.

The superintendent or superintendent's designee is responsible for the collection of data, record maintenance and security, access to, and use of records, confidentiality of personally identifiable information, dissemination of information from records, and destruction of records, including the destruction of personally identifiable information regarding a student with a disability at the request of the parents. The superintendent or superintendent's designee also provides for notification of all school division personnel of policy and procedures for management of education records and notification of parents and students of their rights regarding student records, including the right to obtain, upon request, a copy of this policy.

Definitions

For the purposes of this policy, the BLANK Public Schools uses the following definitions.

Authorized representative – any entity or individual designated by a state or local educational authority or an agency headed by an official listed in 34 CFR § 99.31(a)(3) to conduct, with respect to federal- or state-supported education programs, any audit or evaluation, or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

Directory information - information contained in a student's education record that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information may include information such as the student's name, address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors, and awards received, and the most recent educational institution attended. Directory information may not include the student's social security number. Directory information may include a student identification number or other unique personal identifier used by a student for accessing or communicating in electronic systems if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number, password, or other factor known or possessed only by the authorized user or a student ID number or other unique personal identifier that is displayed on a student ID badge, if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity such as a PIN or password or other factor known or possessed only by the authorized user.

Early childhood education program – a Head Start program or an Early Head Start program, a state licensed or regulated child care program, or a program that serves children from birth through age six that addresses the children's cognitive, social, emotional, and physical development and is a state prekindergarten program, a program under section 619 or Part C of the Individuals with Disabilities Education Act, or a program operated by a local educational agency.

Education program - any program that is principally engaged in the provision of education, including, but not limited to, early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is administered by an educational agency or institution.

Education records - any information recorded in any way including handwriting, print, computer media, video or audiotape, film, microfilm, and microfiche maintained by the BLANK School Board or an agent of the school division which contains information directly related to a student, except

- records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to another person except a temporary substitute for the maker of the record;
- records created and maintained for law enforcement purposes by the BLANK School Board's law enforcement unit, if any. A law enforcement unit is any individual, office, department, or division of the school division that is authorized to enforce any local, state, or federal law, refer enforcement matters to appropriate authorities or maintain the physical security and safety of the school division;
- in the case of persons who are employed by the BLANK School Board but who are not in attendance at a school in the division, records made and maintained in the normal course of business which relate exclusively to the person in the person's capacity as an employee;
- records created or received after an individual is no longer in attendance and that are not directly related to the individual's attendance as a student;
- grades on peer-graded papers before they are collected and recorded by a teacher; ~~and~~
- any electronic information, such as email, even if it contains personally identifiable information regarding a student, unless a printed copy of the electronic information is placed in the student's file or is stored electronically under an individual student's name on a permanent and secure basis for the purpose of being maintained as an educational record. For purposes of this policy, electronic information that exists on a back-up server, a temporary archiving system, or on a temporary basis on a computer is not an education record and is not considered as being maintained; and
- if the student or student's parent participates in the Address Confidentiality Program pursuant to Va. Code § 2.2-515.2, the student's street address or route number is not part of the student's educational records..

Electronic communications via emails or facsimiles regarding any matter associated with a child with disabilities, including matters related to Individualized Education Plan (IEP) meetings, disciplinary actions, or service delivery, are part of the child's educational record.

Eligible student - a student who has reached age 18.

Parent - a parent of a student, including a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or guardian.

Student - any person who is or has been in attendance at BLANK Public Schools regarding whom the school division maintains education records or personally identifiable information.

Dissemination and Maintenance of Records About Court Proceedings

Adjudications of Delinquency and Notifications of Other Dispositions

The superintendent or superintendent's designee shall disseminate the notice or information regarding an adjudication of delinquency or conviction for an offense listed in Va. Code § 16.1-260.G. contained in a notice received pursuant to Va. Code § 16.1-305.1 to school personnel responsible for the management of student records and to other relevant school personnel, including, but not limited to, the principal of the school in which the student is enrolled. The principal shall further disseminate such information to licensed instructional personnel and other school personnel who (1) provide direct educational and support services to the student and (2) have a legitimate educational interest in such information.

A parent, guardian, or other person having control or charge of a student, and, with consent of a parent or in compliance with a court order, the court in which the disposition was rendered, shall be notified in writing of any disciplinary action taken with regard to any incident upon which the adjudication of delinquency or conviction for an offense listed in subsection G of Va. Code § 16.1-260 was based and the reasons therefor. The parent or guardian shall also be notified of the parent's right to review, and to request an amendment of, the student's scholastic record.

Every notice of adjudication of delinquency or conviction for an offense listed in subsection G of Va. Code § 16.1-260 received by the superintendent, and information contained in the notice, which is not a disciplinary record as defined in Board of Education regulations, shall be maintained by the superintendent and by any others to whom the superintendent disseminates it, separately from all other records concerning the student. However, if the school administrators or the School Board takes disciplinary action against a student based upon an incident which formed the basis for the

adjudication of delinquency or conviction for an offense listed in subsection G of Va. Code § 16.1-260, the notice shall become a part of the student's disciplinary record.

If the child is not enrolled in the division when notification is received pursuant to Va. Code § 16.1-305.1, the superintendent forwards to notification to the superintendent of the school division where the child is enrolled or where the child intends to enroll, as evidenced by the division's receipt of a request from another division for the child's scholastic record.

Any notice of disposition received pursuant to Va. Code § 16.1-305.1 shall not be retained after the student has been awarded a diploma or a certificate as provided in Va. Code § 22.1-253.13:4.

Petitions and Reports

The superintendent shall not disclose information contained in or derived from a notice of petition received pursuant to Va. Code § 16.1-260 or report received pursuant to Va. Code § 66-25.2:1 except as follows:

- If the juvenile is not enrolled as a student in a public school in the division to which the notice or report was given, the superintendent shall promptly so notify the intake officer of the juvenile court in which the petition was filed or the Director of the Department which sent the report and may forward the notice of petition or report to the superintendent of the division in which the juvenile is enrolled, if known.
- Prior to receipt of the notice of disposition in accordance with Va. Code § 16.1-305.1 the superintendent may disclose the fact of the filing of the petition and the nature of the offense to the principal of the school in which the student is enrolled if the superintendent believes that disclosure to school personnel is necessary to ensure the physical safety of the student, other students, or school personnel within the division. The principal may further disseminate the information regarding a petition, after the student has been taken into custody, whether or not the child has been released, only to those students and school personnel having direct contact with the student and need of the information to ensure physical safety or the appropriate educational placement or other educational services.
- If the superintendent believes that disclosure of information regarding a report received pursuant to Va. Code § 66-25.2:1 to school personnel is necessary to ensure the physical safety of the student, other students, or school personnel, the superintendent may disclose the information to the principal of the school in which the student is enrolled. The principal may further disseminate the information regarding such report only to school personnel as necessary to protect the student, the subject or subjects of the danger, other students, or school personnel.

Protective Orders and Orders Prohibiting Contact with a Child

Any school principal who receives notice that a circuit court, general district court, juvenile and domestic relations district court, or magistrate has issued a protective order for the protection of any child who is enrolled at the school, or any other order prohibiting contact with such a child, notifies licensed instructional personnel and other school personnel who (i) provide direct educational or support services to the protected child or the child subject to the order, (ii) have a legitimate educational interest in such information, and (iii) are responsible for the direct supervision of the protected child or the child subject to the order that such order has been issued.

Notifications

Annual FERPA Notification

The school division annually notifies parents and eligible students of their rights under the Family Educational Rights and Privacy Act (FERPA) including

- the right to inspect and review the student's education records and the procedure for exercising this right;
- the right to request amendment of the student's education records that the parent believes to be inaccurate, misleading or in violation of the student's privacy rights and the procedure for exercising this right;
- the right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent;
- the type of information designated as directory information, if any, and the right to opt out of release of directory information;
- that the school division releases records to other institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer;
- the right to opt out of the release of the student's name, address, and phone number to military recruiters or institutions of higher education that request such information;
- a specification of the criteria for determining who constitutes a school official and what constitutes a legitimate educational interest; and
- the right to file complaints with the Office of the Chief Privacy Officer in the United States Department of Education concerning the school division's alleged failure to comply with FERPA.

Notification Regarding Special Education Records

After a child with a disability graduates, ages out of, or otherwise leaves any public school, the school retains the special education records of the child for at least seven years. The school notifies the parents of each such child of the opportunity to obtain such records during the retention period.

Procedure to Inspect Education Records

Parents of students or eligible students may inspect and review the student's education records within a reasonable period of time, which shall not exceed 45 days, and before any meeting regarding an IEP or hearing involving a student with a disability. Further, parents have the right to a response from the school division to reasonable requests for explanations and interpretations of the education record.

Parents or eligible students should submit to the student's school principal a written request which identifies as precisely as possible the record or records the parent wishes to inspect.

The principal (or appropriate school official) will make the needed arrangements for access as promptly as possible and notify the parent or eligible student of the time and place where the records may be inspected.

When a record contains information about students other than a parent's child or the eligible student, the parent or eligible student may not inspect and review the portion of the record which pertains to other students.

Copies of Education Records

The BLANK Public Schools will not provide a parent or eligible student a copy of the student's education record unless failure to do so would effectively prevent the parent or eligible student from exercising the right to inspect and review the records.

Fees for Copies of Records

Fees for copies are charged in accordance with state and federal law and regulations, including the Virginia Freedom of Information Act and FERPA.

Types, Locations, and Custodians of Education Records

The BLANK Public Schools shall provide parents on request a list of the types and locations of education records collected, maintained, or used by the school division.

The following is a list of the types of records that the BLANK Public Schools maintain, their locations, and their custodians.

Types	Location	Custodian	Information

THE SCHOOL DIVISION WILL COMPLETE THIS SECTION AS APPROPRIATE.

See next two pages for information TCPS inserts

Insert for JO under: Types, Locations, and Custodians of Education Records:

A. Information required to be collected for all students:

1. Name and address of students
2. Birth date and birth certificate serial number
3. Name and address of parent
4. Scholastic work completed
5. Grades and Grade Point Average
6. Class rank
7. Standardized achievement/aptitude test scores; literacy results; required by state or county
8. Attendance record
9. Certificate of Immunizations
10. Record data disclosure form
11. Program of studies plan (class schedule)
12. Type of diploma earned
13. Disciplinary Record
14. Parental Notification Form (re: Literacy Testing Program)
15. Student I.D. or Social Security Number (or waiver form)
16. Driver's Education certificate
17. Citizenship status, if other than U.S.
18. Cumulative health record, including pre-school physical examination report and school entrance examination report
19. Notice of School Status
20. Signed "Statement of Acknowledgment of the Code of Student Conduct"

B. Information shall be collected for certain students requiring differentiated programs and /or special services such as special education and Section 504 and shall be maintained in the student's education record. The following information shall be collected for these students:

1. Social histories
2. Legal, psychological, and medical reports
3. Records of sensitive physical problems
4. Verified reports of serious or recurrent atypical behavior patterns
5. Reports from institutions and agencies such as juvenile court, social welfare, etc.
6. Counselor or teacher case studies
7. Confidential interview and/or recommendations
8. Vocational assessment data
9. Disciplinary records (see policy 6-18-2004)
10. Notice of student's school status (expulsion statement required upon enrollment)
11. Reports of assessment – both initial and periodic, including:
    a. Educational assessment
    b. Physiological assessment, to include medical examination and assessment of speech, hearing, and vision

c. Psychological assessment
d. Sociocultural assessment, including the adaptive behavior checklist
e. Other assessments
f. Forms referring pupils to the Division of Instruction

12. Other pertinent report, including:
    a. Permission for testing
    b. Summary of eligibility committee findings
    c. Permission for placement
    d. Record of parent conference to discuss special education placement
    e. Record of placement committee recommendations for placement
    f. Permission for release of information, if appropriate
    g. Reports of annual review of placement
    h. Reports of appeals, if appropriate
13. Individualized Education Program (IEP)
14. Student Education Plan

Redaction of Foster Parent Address

Notwithstanding any other provision of law to the contrary, upon written request of a foster parent of an enrolled student, a school board employee shall redact the address of the foster parent prior to providing to the student's parent any record containing such address.

Disclosure of Education Records

The BLANK Public Schools discloses education records or personally identifiable information contained therein only with the written consent of the parent or eligible student except as authorized by law. Exceptions which permit the school division to disclose education record information without consent include the following.

1. To school officials who have a legitimate educational interest in the records.
   A school official is:
   - a person employed by the School Board
   - a person appointed or elected to the School Board
   - a person employed by or under contract to the School Board to perform a special task, such as an attorney, auditor, medical consultant, or therapist
   - a contractor, consultant, volunteer, or other party to whom the school division has outsourced services or functions for which the school division would otherwise use employees and who is under the direct control of the school division with respect to the use and maintenance of education records

   A school official has a legitimate educational interest if the official is:
   - performing a task that is specified in the official's position description or by a contract agreement
   - performing a task related to a student's education
   - performing a task related to the discipline of a student
   - providing a service or benefit relating to the student or student's family, such as health care, counseling, job placement, or financial aid
2. To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer. When a pupil transfers from one school division to another, the scholastic record or a copy of the scholastic record and a copy of the complete student disciplinary record, including copies of any relevant correspondence sent to the pupil or pupil's parent and copies of any correspondence and documentation relating to the pupil's placement in an alternative education program pursuant to Va. Code § 22.1-209.1:2 or Va. Code § 22.1-277.2:1, is transferred to the school division to which the pupil transfers if requested by such school division.

3. To certain officials of the U.S. Department of Education, the United States Attorney General, the Comptroller General, and state educational authorities, in connection with certain state or federally supported education programs and in accordance with applicable federal regulations.
4. In connection with a student's request for or receipt of financial aid as necessary to determine the eligibility, amount, or conditions of the financial aid, or to enforce the terms and conditions of the aid.
5. For the purpose of furthering the ability of the juvenile justice system to effectively serve the pupil prior to adjudication. The principal or principal's designee may disclose identifying information from a pupil's scholastic record to state or local law-enforcement or correctional personnel, including a law-enforcement officer, probation officer, parole officer or administrator, or a member of a parole board, seeking information in the course of the law-enforcement or correctional personnel's duties; an officer or employee of a county or city agency responsible for protective services to children, as to a pupil referred to that agency as a minor requiring investigation or supervision by that agency; attorneys for the Commonwealth, court services units, juvenile detention centers or group homes, mental and medical health agencies, state and local children and family service agencies, and the Department of Juvenile Justice and to the staff of such agencies. Prior to disclosure of any such scholastic records, the persons to whom the records are to be disclosed shall certify in writing to the principal or principal's designee that the information will not be disclosed to any other party, except as provided under state law, without the prior written consent of the parent of the pupil or by such pupil if the pupil is eighteen years of age or older.
6. To organizations conducting studies for, or on behalf of, educational agencies or institutions to develop, validate or administer predictive tests; administer student aid programs; or improve instruction. The studies must be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the organization that have legitimate interests in the information. The information must be destroyed when it is no longer needed for the purposes for which the study was conducted. The School Board must enter into a written agreement with the organization conducting the study which
   - specifies the purpose, scope, and duration of the study or studies and the information to be disclosed;
   - requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study stated in the written agreement;
   - requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and

- requires the organization to destroy all personally identifiable information when the information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed.

7. To accrediting organizations to carry out their functions.
8. To parents of an eligible student who claim the student as a dependent for income tax purposes.
9. To the entities or persons designated in judicial orders or subpoenas as specified in FERPA.
10. To appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. If the school division releases information in connection with an emergency, it will record the following information:
    - the articulable and significant threat to the health or safety of a student or other individuals that formed the basis for the disclosure; and
    - the parties to whom the division disclosed the information.
11. To an agency caseworker or other representative of a state or local child welfare agency or tribal organization who has the right to access a student's case plan when such agency or organization is legally responsible for the care and protection of the student.
12. Directory information so designated by the school division, if any.
13. When the disclosure concerns sex offenders and other individuals required to register under section 170101 of the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14071, and the information was provided to the division under 42 U.S.C. § 14071 and applicable federal guidelines.

The school division discloses or makes available to a guardian ad litem, on request, any information, records, or reports concerning a student for whom a petition for guardianship or conservatorship has been filed that the guardian ad litem determines are necessary to perform the guardian ad litem's duties under Va. Code § 64.2-2003.

The school division will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other parties to whom it discloses personally identifiable information from education records.

Unauthorized Disclosure of Electronic Records

In cases in which electronic records containing personally identifiable information are reasonably believed to have been disclosed in violation federal or state law applicable to such information, the school division shall notify, as soon as practicable, the parent of any student affected by such disclosure, except as otherwise provided in Va. Code §§ 32.1-127.1:05 or 18.2-186.6. Such notification shall include the (i) date, estimated date, or date range of the disclosure; (ii) type of information that was or is reasonably believed to have been disclosed; and (iii) remedial measures taken or planned in response to the disclosure.

Disclosure to Federal Agencies

Notwithstanding any other provision of law or policy, no member or employee of the BLANK School Board will transmit personally identifiable information, as that term is defined in FERPA and related regulations, from a student's record to a federal government agency or an authorized representative of such agency except as required by federal law or regulation.

Disclosure of Information Relating to Home Instructed Students

Neither the superintendent nor the School Board shall disclose to the Department of Education or any other person or entity outside of the local school division information that is provided by a parent or student to satisfy the requirements of Policy LBD Home Instruction or subdivision B 1 of Va. Code § 22.1-254. However, the superintendent or School Board may disclose, with the written consent of a student's parent, such information to the extent provided by the parent's consent. Nothing in this policy prohibits the superintendent from notifying the Superintendent of Public Instruction of the number of students in the school division receiving home instruction.

Audit or Evaluation of Education Programs

Authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the federal Secretary of Education, and state and local educational authorities may have access to education records in connection with an audit or evaluation of federal- or state- supported education programs, or for the enforcement of or compliance with federal legal requirements that relate to those programs.

Any authorized representative other than an employee must be designated by a written agreement which

- designates the individual or entity as an authorized representative;
- specifies the personally identifiable information to be disclosed, specifies that the purposes for which the personally identifiable information is disclosed to the authorized representative is to carry out an audit or evaluation of federal- or state-supported education programs, or to enforce or comply with federal legal requirements that relate to those programs; and specifies a description of the activity with sufficient specificity to make clear that the work falls within the exception of 34 CFR § 99.31(a)(3) including a description of how the personally identifiable information will be used;
- requires the authorized representative to destroy personally identifiable information when the information is no longer needed for the purpose specified;
- specifies the time period in which the information must be destroyed; and
- establishes policies and procedures, consistent with FERPA and other federal and state confidentiality and privacy provisions, to protect

personally identifiable information from further disclosure and unauthorized use, including limiting use of personally identifiable information to only authorized representatives with legitimate interests in the audit or evaluation of a federal- or state-supported education program or for compliance or enforcement of federal legal requirements related to such programs.

Military Recruiters and Institutions of Higher Learning

The BLANK Public Schools provides, on request made by military recruiters or an institution of higher education, access to secondary school students' names, addresses and telephone listings unless a parent or eligible student has submitted a written request that the student's name, address and telephone listing not be released without the prior written consent of the parent or eligible student. The school division notifies parents of the option to make a request and complies with any request.

The school division provides military recruiters the same access to secondary school students as is provided generally to post-secondary educational institutions or to prospective employers of those students.

Record of Disclosure

The BLANK Public Schools maintains a record, kept with the education records of each student, indicating all individuals (except school officials who have a legitimate educational interest in the records), agencies or organizations which request or obtain access to a student's education records. The record will indicate specifically the legitimate interest the party had in obtaining the information. The record of access will be available only to parents, to the school official and the official's assistants who are responsible for the custody of such records and to persons or organizations which audit the operation of the system.

The requirements related to records of disclosure stated above do not apply to disclosures made pursuant to an ex parte order issued by a court at the request of the United States Attorney General (or any federal officer or employee, in a position not lower than an Assistant Attorney General, designated by the Attorney General) seeking to collect education records relevant to an authorized investigation or prosecution of international terrorism as defined in 18 U.S.C. § 2331 or other acts listed in 18 U.S.C. § 2332b(g)(5)(B).

Personal information will only be transferred to a third party on the condition that such party will not permit any other party to have access to such information without the written consent of the parents of the student. If a third party permits access to information, or fails to destroy information, the division will not permit access to information from education records to that third party for a period of at least five years.

Directory Information

The BLANK School Board notifies parents and eligible students at the beginning of each school year what information, if any, it has designated as directory information, the right to refuse to let the division designate any or all of such information as directory information, and the period of time to notify the division, in writing, that the parent or eligible student does not want any or all of those types of information designated as directory information. The notice may specify that disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the School Board specifies that disclosure of directory information will be so limited, the disclosures of directory information will be limited to those specified in the public notice.

No school discloses the address, telephone number, or email address of a student pursuant to the Virginia Freedom of Information Act unless the parent or eligible student affirmatively consents in writing to such disclosure. Except as required by state or federal law, no school discloses the address, telephone number, or email address of a student pursuant to 34 C.F.R. § 99.31(a)(11) unless (a) the disclosure is to students enrolled in the school or to school board employees for educational purposes or school business and the parent or eligible student has not opted out of such disclosure in accordance with Virginia law and this policy or (b) the parent or eligible student has affirmatively consented in writing to such disclosure.

Parents and eligible students may not use the right to opt out of directory information disclosures to 1) prevent disclosure of the student's name, identifier or institutional email address in a class in which the student is enrolled; or 2) prevent an educational agency or institution from requiring the student to wear, to display publicly or to disclose a student ID card or badge that exhibits information designated as directory information and that has been properly designated as directory information.

BLANK School Board designates the following as directory information:[1]

SCHOOL BOARD SHALL INSERT
LIST OF DIRECTORY INFORMATION
See next page for information to be inserted here

Correction of Education Records

The procedures for the amendment of records that a parent or eligible student believes to be inaccurate are as follows.

1. Parents or the eligible student must request in writing that the BLANK Public Schools amend a record. In so doing, they should identify the part of the record they want changed and specify why they believe it is inaccurate, misleading or in violation of the student's privacy or other rights.

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] If the school board does not designate any information as directory information, it should not include this sentence in its policy.

Insert for JO under: The Tazewell County School Board designates the following as directory information:

Directory information is information that is generally not considered harmful or an invasion of privacy if released. It can be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA) to provide military recruiters, upon request, with three (3) directory information categories - - names, addresses and telephone listing - - unless the parent has advised the LEA that they do not want their child's information disclosed without their prior consent.

TAZEWELL COUNTY Public Schools will release directory information without prior written consent unless the parent or guardian or eligible student informs the principal in writing that any or all of the information designated below should not be released without prior consent.

- **Student's name, address, date of birth, dates of enrollment, photograph**
- **Parent or guardian's name and address;**
- **Student's grade level classification;**
- **Student's participation in recognized school activities and sports;**
- **Student's diplomas, certificates, awards and honors received.**

2. BLANK Public Schools shall decide whether to amend the record in accordance with the request within a reasonable period of time. If it decides not to comply, the school division shall notify the parents or eligible student of the decision and advise them of their right to a hearing to challenge the information believed to be inaccurate, misleading or in violation of the student's rights.
3. Upon request, BLANK Public Schools shall arrange for a hearing, and notify the parents or eligible student, reasonably in advance, of the date, place and time of the hearing. The hearing shall be held within a reasonable period of time after the request.
4. The parent or eligible student may, at the parent's or student's own expense, be assisted or represented by one or more individuals of the parent's or student's own choice, including an attorney.
5. The hearing shall be conducted by a hearing officer who is a disinterested party; however, the hearing officer may be an official of the school division. The parents or eligible student shall be afforded a full and fair opportunity to present evidence relevant to the issues raised in the original request to amend the student's education records in accordance with FERPA.
6. BLANK Public Schools shall prepare a written decision which will include a summary of the evidence presented and the reasons for the decision within a reasonable period of time after the hearing. The decision will be based solely on the evidence presented at the hearing.
7. If BLANK Public Schools decides that the information is inaccurate, misleading or in violation of the student's right of privacy, it shall amend (including expungement) the record and notify the parents or eligible student, in writing, that the record has been amended.
8. If BLANK Public Schools decides that the challenged information is not inaccurate, misleading or in violation of the student's right of privacy, it will notify the parents or eligible student that they have a right to place in the record a statement commenting on the challenged information and/or a statement setting forth reasons for disagreeing with the decision. The statement will be maintained as part of the student's education records as long as the contested portion is maintained and disclosed whenever the school division discloses the portion of the record to which the statement relates.

Confidentiality of HIV and Drug and Alcohol Treatment Records

The BLANK Public Schools complies with the confidentiality requirements of Va. Code § 32.1-36.1 providing for the confidentiality of records related to any test for Human Immunodeficiency Virus (HIV). In addition, the school division maintains confidentiality of drug and alcohol treatment records as required by federal and state law.

Adopted:

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Legal Refs.: 18 U.S.C. §§ 2331, 2332b.
20 U.S.C. §§ 1232g, 7908.
42 U.S.C. § 290dd-2.

34 C.F.R. 99.3, 99.7, 99.10, 99.11, 99.20, 99.21, 99.22, 99.31, 99.32, 99.33, 99.34, 99.35, 99.36, 99.37, 300.617.

Code of Virginia, 1950, as amended, §§ 2.2-3704, 2.2-3705.4, 2.2-3804, 2.2-515.2, 16.1-260, 16.1-305.1, 16.1-305.2, 22.1-4.1, 22.1-23.3, 22.1-254.1, 22.1-279.3:2, 22.1-287, 22.1-287.01, 22.1-287.02, 22.1-287.1, 22.1-288, 22.1-288.1, 22.1-288.2, 22.1-288.3, 22.1-289, 23.1-405, 32.1-36.1, 64.2-2003.

8 VAC 20-81-170.

Cross Refs.:

IGBA	Programs for Students with Disabilities
IJ	Guidance and Counseling Program
JC	School Attendance Areas
JEC	School Admission
JEC-R	School Admission
JECA	Admission of Homeless Children
JFC	Student Conduct
JGDA	Disciplining Students with Disabilities
JGD/JGE	Student Suspension/Expulsion
JHCB	Student Immunizations
JHCD	Administering Medicines to Students
JOA	Student Transcripts
JOD (Optional)	Release of Student Data/Records
JRCA	School Service Providers' Use of Student Personal Information
KBA	Requests for Public Records
KBA-R	Requests for Public Records
KBA-E	Rights & Responsibilities
KBC	Media Relations
KGD	Notification of School-Connected Student Overdose
KNB	Reports of Missing Children
KP	Parental Rights and Responsibilities
LBD	Home Instruction
LEB	Advanced/Alternative Courses for Credit

STUDENT RECORDS

Generally

The Tazewell County School Board maintains accurate and complete records for every student enrolled in the public schools in accordance with all federal and state laws.

The superintendent or superintendent's designee is responsible for the collection of data, record maintenance and security, access to, and use of records, confidentiality of personally identifiable information, dissemination of information from records, and destruction of records, including the destruction of personally identifiable information regarding a student with a disability at the request of the parents. The superintendent or superintendent's designee also provides for notification of all school division personnel of policy and procedures for management of education records and notification of parents and students of their rights regarding student records, including the right to obtain, upon request, a copy of this policy.

Definitions

For the purposes of this policy, the Tazewell County Public Schools uses the following definitions.

Authorized representative – any entity or individual designated by a state or local educational authority or an agency headed by an official listed in 34 CFR § 99.31(a)(3) to conduct, with respect to federal- or state-supported education programs, any audit or evaluation, or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

Directory information - information contained in a student's education record that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information may include information such as the student's name, address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors, and awards received, and the most recent educational institution attended. Directory information may not include the student's social security number. Directory information may include a student identification number or other unique personal identifier used by a student for accessing or communicating in electronic systems if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number, password, or other factor known or possessed only by the authorized user or a student ID number or other unique personal identifier that is displayed on a student ID badge, if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors

that authenticate the user's identity such as a PIN or password or other factor known or possessed only by the authorized user.

Early childhood education program – a Head Start program or an Early Head Start program, a state licensed or regulated child care program, or a program that serves children from birth through age six that addresses the children's cognitive, social, emotional, and physical development and is a state prekindergarten program, a program under section 619 or Part C of the Individuals with Disabilities Education Act, or a program operated by a local educational agency.

Education program - any program that is principally engaged in the provision of education, including, but not limited to, early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is administered by an educational agency or institution.

Education records - any information recorded in any way including handwriting, print, computer media, video or audiotape, film, microfilm, and microfiche maintained by the Tazewell County School Board or an agent of the school division which contains information directly related to a student, except

- records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to another person except a temporary substitute for the maker of the record;
- records created and maintained for law enforcement purposes by the Tazewell County School Board's law enforcement unit, if any. A law enforcement unit is any individual, office, department, or division of the school division that is authorized to enforce any local, state, or federal law, refer enforcement matters to appropriate authorities or maintain the physical security and safety of the school division;
- in the case of persons who are employed by the Tazewell School Board but who are not in attendance at a school in the division, records made and maintained in the normal course of business which relate exclusively to the person in the person's capacity as an employee;
- records created or received after an individual is no longer in attendance and that are not directly related to the individual's attendance as a student;
- grades on peer-graded papers before they are collected and recorded by a teacher;
- any electronic information, such as email, even if it contains personally identifiable information regarding a student, unless a printed copy of the electronic information is placed in the student's file or is stored electronically under an individual student's name on a permanent and secure basis for the purpose of being maintained as an educational record. For purposes of this policy, electronic information that exists on a back-up server, a temporary archiving system, or on a temporary basis on a computer is not an education record and is not considered as being maintained; and

- if the student or student's parent participates in the Address Confidentiality Program pursuant to Va. Code § 2.2-515.2, the student's street address or route number is not part of the student's educational records.

  Electronic communications via emails or facsimiles regarding any matter associated with a child with disabilities, including matters related to Individualized Education Plan (IEP) meetings, disciplinary actions, or service delivery, are part of the child's educational record.

Eligible student - a student who has reached age 18.

Parent - a parent of a student, including a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or guardian.

Student - any person who is or has been in attendance at Tazewell County Public Schools regarding whom the school division maintains education records or personally identifiable information.

Dissemination and Maintenance of Records About Court Proceedings

Adjudications of Delinquency and Notifications of Other Dispositions

The superintendent or superintendent's designee shall disseminate the notice or information regarding an adjudication of delinquency or conviction for an offense listed in Va. Code § 16.1-260.G. contained in a notice received pursuant to Va. Code § 16.1-305.1 to school personnel responsible for the management of student records and to other relevant school personnel, including, but not limited to, the principal of the school in which the student is enrolled. The principal shall further disseminate such information to licensed instructional personnel and other school personnel who (1) provide direct educational and support services to the student and (2) have a legitimate educational interest in such information.

A parent, guardian, or other person having control or charge of a student, and, with consent of a parent or in compliance with a court order, the court in which the disposition was rendered, shall be notified in writing of any disciplinary action taken with regard to any incident upon which the adjudication of delinquency or conviction for an offense listed in subsection G of Va. Code § 16.1-260 was based and the reasons therefor. The parent or guardian shall also be notified of the parent's right to review, and to request an amendment of, the student's scholastic record.

Every notice of adjudication of delinquency or conviction for an offense listed in subsection G of Va. Code § 16.1-260 received by the superintendent, and information contained in the notice, which is not a disciplinary record as defined in Board of Education regulations, shall be maintained by the superintendent and by any others to whom the superintendent disseminates it, separately from all other records concerning the student. However, if the school administrators or the School Board takes disciplinary

action against a student based upon an incident which formed the basis for the adjudication of delinquency or conviction for an offense listed in subsection G of Va. Code § 16.1-260, the notice shall become a part of the student's disciplinary record.

If the child is not enrolled in the division when notification is received pursuant to Va. Code § 16.1-305.1, the superintendent forwards to notification to the superintendent of the school division where the child is enrolled or where the child intends to enroll, as evidenced by the division's receipt of a request from another division for the child's scholastic record.

Any notice of disposition received pursuant to Va. Code § 16.1-305.1 shall not be retained after the student has been awarded a diploma or a certificate as provided in Va. Code § 22.1-253.13:4.

Petitions and Reports

The superintendent shall not disclose information contained in or derived from a notice of petition received pursuant to Va. Code § 16.1-260 or report received pursuant to Va. Code § 66-25.2:1 except as follows:

- If the juvenile is not enrolled as a student in a public school in the division to which the notice or report was given, the superintendent shall promptly so notify the intake officer of the juvenile court in which the petition was filed or the Director of the Department which sent the report and may forward the notice of petition or report to the superintendent of the division in which the juvenile is enrolled, if known.
- Prior to receipt of the notice of disposition in accordance with Va. Code § 16.1-305.1 the superintendent may disclose the fact of the filing of the petition and the nature of the offense to the principal of the school in which the student is enrolled if the superintendent believes that disclosure to school personnel is necessary to ensure the physical safety of the student, other students, or school personnel within the division. The principal may further disseminate the information regarding a petition, after the student has been taken into custody, whether or not the child has been released, only to those students and school personnel having direct contact with the student and need of the information to ensure physical safety or the appropriate educational placement or other educational services.
- If the superintendent believes that disclosure of information regarding a report received pursuant to Va. Code § 66-25.2:1 to school personnel is necessary to ensure the physical safety of the student, other students, or school personnel, the superintendent may disclose the information to the principal of the school in which the student is enrolled. The principal may further disseminate the information regarding such report only to school personnel as necessary to protect the student, the subject or subjects of the danger, other students, or school personnel.

Protective Orders and Orders Prohibiting Contact with a Child

Any school principal who receives notice that a circuit court, general district court, juvenile and domestic relations district court, or magistrate has issued a protective order for the protection of any child who is enrolled at the school, or any other order prohibiting contact with such a child, notifies licensed instructional personnel and other school personnel who (i) provide direct educational or support services to the protected child or the child subject to the order, (ii) have a legitimate educational interest in such information, and (iii) are responsible for the direct supervision of the protected child or the child subject to the order that such order has been issued.

Notifications

Annual FERPA Notification

The school division annually notifies parents and eligible students of their rights under the Family Educational Rights and Privacy Act (FERPA) including

- the right to inspect and review the student's education records and the procedure for exercising this right;
- the right to request amendment of the student's education records that the parent believes to be inaccurate, misleading or in violation of the student's privacy rights and the procedure for exercising this right;
- the right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent;
- the type of information designated as directory information, if any, and the right to opt out of release of directory information;
- that the school division releases records to other institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer;
- the right to opt out of the release of the student's name, address, and phone number to military recruiters or institutions of higher education that request such information;
- a specification of the criteria for determining who constitutes a school official and what constitutes a legitimate educational interest; and
- the right to file complaints with the Office of the Chief Privacy Officer in the United States Department of Education concerning the school division's alleged failure to comply with FERPA.

Notification Regarding Special Education Records

After a child with a disability graduates, ages out of, or otherwise leaves any public school, the school retains the special education records of the child for at least seven years. The school notifies the parents of each such child of the opportunity to obtain such records during the retention period.

Procedure to Inspect Education Records

Parents of students or eligible students may inspect and review the student's education records within a reasonable period of time, which shall not exceed 45 days, and before any meeting regarding an IEP or hearing involving a student with a disability. Further, parents have the right to a response from the school division to reasonable requests for explanations and interpretations of the education record.

Parents or eligible students should submit to the student's school principal a written request which identifies as precisely as possible the record or records the parent wishes to inspect.

The principal (or appropriate school official) will make the needed arrangements for access as promptly as possible and notify the parent or eligible student of the time and place where the records may be inspected.

When a record contains information about students other than a parent's child or the eligible student, the parent or eligible student may not inspect and review the portion of the record which pertains to other students.

Copies of Education Records

The Tazewell County Public Schools will not provide a parent or eligible student a copy of the student's education record unless failure to do so would effectively prevent the parent or eligible student from exercising the right to inspect and review the records.

Fees for Copies of Records

Fees for copies are charged in accordance with state and federal law and regulations, including the Virginia Freedom of Information Act and FERPA.

Types, Locations, and Custodians of Education Records

The Tazewell County Public Schools shall provide parents on request a list of the types and locations of education records collected, maintained, or used by the school division.

The following is a list of the types of records that the Tazewell County Public Schools maintain, their locations, and their custodians.

A. Information required to be collected for all students:
   1. Name and address of students
   2. Birth date and birth certificate serial number
   3. Name and address of parent
   4. Scholastic work completed
   5. Grades and Grade Point Average

6. Class rank
7. Standardized achievement/aptitude test scores; literacy results; required by state or county
8. Attendance record
9. Certificate of Immunizations
10. Record data disclosure form
11. Program of studies plan (class schedule)
12. Type of diploma earned
13. Disciplinary Record
14. Parental Notification Form (re: Literacy Testing Program)
15. Student I.D. or Social Security Number (or waiver form)
16. Driver's Education certificate
17. Citizenship status, if other than U.S.
18. Cumulative health record, including pre-school physical examination report and school entrance examination report
19. Notice of School Status
20. Signed "Statement of Acknowledgment of the Code of Student Conduct"

B. Information shall be collected for certain students requiring differentiated programs and /or special services such as special education and Section 504 and shall be maintained in the student's education record. The following information shall be collected for these students:

1. Social histories
2. Legal, psychological, and medical reports
3. Records of sensitive physical problems
4. Verified reports of serious or recurrent atypical behavior patterns
5. Reports from institutions and agencies such as juvenile court, social welfare, etc.
6. Counselor or teacher case studies
7. Confidential interview and/or recommendations
8. Vocational assessment data
9. Disciplinary records (see policy 6-18-2004)
10. Notice of student's school status (expulsion statement required upon enrollment)
11. Reports of assessment – both initial and periodic, including:
    a. Educational assessment
    b. Physiological assessment, to include medical examination and assessment of speech, hearing, and vision
    c. Psychological assessment
    d. Sociocultural assessment, including the adaptive behavior checklist
    e. Other assessments
    f. Forms referring pupils to the Division of Instruction
12. Other pertinent report, including:
    a. Permission for testing
    b. Summary of eligibility committee findings
    c. Permission for placement

d. Record of parent conference to discuss special education placement
e. Record of placement committee recommendations for placement
f. Permission for release of information, if appropriate
g. Reports of annual review of placement
h. Reports of appeals, if appropriate

13. Individualized Education Program (IEP)
14. Student Education Plan

Redaction of Foster Parent Address

Notwithstanding any other provision of law to the contrary, upon written request of a foster parent of an enrolled student, a school board employee shall redact the address of the foster parent prior to providing to the student's parent any record containing such address.

Disclosure of Education Records

The Tazewell County Public Schools discloses education records or personally identifiable information contained therein only with the written consent of the parent or eligible student except as authorized by law. Exceptions which permit the school division to disclose education record information without consent include the following.

1. To school officials who have a legitimate educational interest in the records.

   A school official is:
   - a person employed by the School Board
   - a person appointed or elected to the School Board
   - a person employed by or under contract to the School Board to perform a special task, such as an attorney, auditor, medical consultant, or therapist
   - a contractor, consultant, volunteer, or other party to whom the school division has outsourced services or functions for which the school division would otherwise use employees and who is under the direct control of the school division with respect to the use and maintenance of education records

   A school official has a legitimate educational interest if the official is:
   - performing a task that is specified in the official’s position description or by a contract agreement
   - performing a task related to a student's education
   - performing a task related to the discipline of a student
   - providing a service or benefit relating to the student or student's family, such as health care, counseling, job placement, or financial aid
2. To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll or where the student is already enrolled so long as the disclosure is for purposes related to the student’s enrollment or transfer. When a pupil

transfers from one school division to another, the scholastic record or a copy of the scholastic record and a copy of the complete student disciplinary record, including copies of any relevant correspondence sent to the pupil or pupil's parent and copies of any correspondence and documentation relating to the pupil's placement in an alternative education program pursuant to Va. Code § 22.1-209.1:2 or Va. Code § 22.1-277.2:1, is transferred to the school division to which the pupil transfers if requested by such school division.

3. To certain officials of the U.S. Department of Education, the United States Attorney General, the Comptroller General, and state educational authorities, in connection with certain state or federally supported education programs and in accordance with applicable federal regulations.
4. In connection with a student's request for or receipt of financial aid as necessary to determine the eligibility, amount, or conditions of the financial aid, or to enforce the terms and conditions of the aid.
5. For the purpose of furthering the ability of the juvenile justice system to effectively serve the pupil prior to adjudication. The principal or principal's designee may disclose identifying information from a pupil's scholastic record to state or local law-enforcement or correctional personnel, including a law-enforcement officer, probation officer, parole officer or administrator, or a member of a parole board, seeking information in the course of the law-enforcement or correctional personnel's duties; an officer or employee of a county or city agency responsible for protective services to children, as to a pupil referred to that agency as a minor requiring investigation or supervision by that agency; attorneys for the Commonwealth, court services units, juvenile detention centers or group homes, mental and medical health agencies, state and local children and family service agencies, and the Department of Juvenile Justice and to the staff of such agencies. Prior to disclosure of any such scholastic records, the persons to whom the records are to be disclosed shall certify in writing to the principal or principal's designee that the information will not be disclosed to any other party, except as provided under state law, without the prior written consent of the parent of the pupil or by such pupil if the pupil is eighteen years of age or older.
6. To organizations conducting studies for, or on behalf of, educational agencies or institutions to develop, validate or administer predictive tests; administer student aid programs; or improve instruction. The studies must be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the organization that have legitimate interests in the information. The information must be destroyed when it is no longer needed for the purposes for which the study was conducted. The School Board must enter into a written agreement with the organization conducting the study which
   - specifies the purpose, scope, and duration of the study or studies and the information to be disclosed;

- requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study stated in the written agreement;
- requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and
- requires the organization to destroy all personally identifiable information when the information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed.

7. To accrediting organizations to carry out their functions.
8. To parents of an eligible student who claim the student as a dependent for income tax purposes.
9. To the entities or persons designated in judicial orders or subpoenas as specified in FERPA.
10. To appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. If the school division releases information in connection with an emergency, it will record the following information:
    - the articulable and significant threat to the health or safety of a student or other individuals that formed the basis for the disclosure; and
    - the parties to whom the division disclosed the information.
11. To an agency caseworker or other representative of a state or local child welfare agency or tribal organization who has the right to access a student's case plan when such agency or organization is legally responsible for the care and protection of the student.
12. Directory information so designated by the school division, if any.
13. When the disclosure concerns sex offenders and other individuals required to register under section 170101 of the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14071, and the information was provided to the division under 42 U.S.C. § 14071 and applicable federal guidelines.

The school division discloses or makes available to a guardian ad litem, on request, any information, records, or reports concerning a student for whom a petition for guardianship or conservatorship has been filed that the guardian ad litem determines are necessary to perform the guardian ad litem’s duties under Va. Code § 64.2-2003.

The school division will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other parties to whom it discloses personally identifiable information from education records.

Unauthorized Disclosure of Electronic Records

In cases in which electronic records containing personally identifiable information are reasonably believed to have been disclosed in violation federal or state law applicable to such information, the school division shall notify, as soon as practicable, the parent of any student affected by such disclosure, except as otherwise provided in Va. Code §§ 32.1-127.1:05 or 18.2-186.6. Such notification shall include the (i) date, estimated date, or date range of the disclosure; (ii) type of information that was or is reasonably believed to have been disclosed; and (iii) remedial measures taken or planned in response to the disclosure.

Disclosure to Federal Agencies

Notwithstanding any other provision of law or policy, no member or employee of the Tazewell County School Board will transmit personally identifiable information, as that term is defined in FERPA and related regulations, from a student's record to a federal government agency or an authorized representative of such agency except as required by federal law or regulation.

Disclosure of Information Relating to Home Instructed Students

Neither the superintendent nor the School Board shall disclose to the Department of Education or any other person or entity outside of the local school division information that is provided by a parent or student to satisfy the requirements of Policy LBD Home Instruction or subdivision B 1 of Va. Code § 22.1-254. However, the superintendent or School Board may disclose, with the written consent of a student’s parent, such information to the extent provided by the parent’s consent. Nothing in this policy prohibits the superintendent from notifying the Superintendent of Public Instruction of the number of students in the school division receiving home instruction.

Audit or Evaluation of Education Programs

Authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the federal Secretary of Education, and state and local educational authorities may have access to education records in connection with an audit or evaluation of federal- or state- supported education programs, or for the enforcement of or compliance with federal legal requirements that relate to those programs.

Any authorized representative other than an employee must be designated by a written agreement which

- designates the individual or entity as an authorized representative;
- specifies the personally identifiable information to be disclosed, specifies that the purposes for which the personally identifiable information is disclosed to the authorized representative is to carry out an audit or evaluation of federal- or state-supported education programs, or to enforce or comply with federal legal requirements that relate to those programs; and specifies a description of the activity with sufficient

specificity to make clear that the work falls within the exception of 34 CFR § 99.31(a)(3) including a description of how the personally identifiable information will be used;
- requires the authorized representative to destroy personally identifiable information when the information is no longer needed for the purpose specified;
- specifies the time period in which the information must be destroyed; and
- establishes policies and procedures, consistent with FERPA and other federal and state confidentiality and privacy provisions, to protect personally identifiable information from further disclosure and unauthorized use, including limiting use of personally identifiable information to only authorized representatives with legitimate interests in the audit or evaluation of a federal- or state-supported education program or for compliance or enforcement of federal legal requirements related to such programs.

Military Recruiters and Institutions of Higher Learning

The Tazewell County Public Schools provides, on request made by military recruiters or an institution of higher education, access to secondary school students' names, addresses and telephone listings unless a parent or eligible student has submitted a written request that the student's name, address and telephone listing not be released without the prior written consent of the parent or eligible student. The school division notifies parents of the option to make a request and complies with any request.

The school division provides military recruiters the same access to secondary school students as is provided generally to post-secondary educational institutions or to prospective employers of those students.

Record of Disclosure

The Tazewell County Public Schools maintains a record, kept with the education records of each student, indicating all individuals (except school officials who have a legitimate educational interest in the records), agencies or organizations which request or obtain access to a student's education records. The record will indicate specifically the legitimate interest the party had in obtaining the information. The record of access will be available only to parents, to the school official and the official's assistants who are responsible for the custody of such records and to persons or organizations which audit the operation of the system.

The requirements related to records of disclosure stated above do not apply to disclosures made pursuant to an ex parte order issued by a court at the request of the United States Attorney General (or any federal officer or employee, in a position not lower than an Assistant Attorney General, designated by the Attorney General) seeking to collect education records relevant to an authorized investigation or prosecution of

international terrorism as defined in 18 U.S.C. § 2331 or other acts listed in 18 U.S.C. § 2332b(g)(5)(B).

Personal information will only be transferred to a third party on the condition that such party will not permit any other party to have access to such information without the written consent of the parents of the student. If a third party permits access to information, or fails to destroy information, the division will not permit access to information from education records to that third party for a period of at least five years.

Directory Information

The Tazewell County School Board notifies parents and eligible students at the beginning of each school year what information, if any, it has designated as directory information, the right to refuse to let the division designate any or all of such information as directory information, and the period of time to notify the division, in writing, that the parent or eligible student does not want any or all of those types of information designated as directory information. The notice may specify that disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the School Board specifies that disclosure of directory information will be so limited, the disclosures of directory information will be limited to those specified in the public notice.

No school discloses the address, telephone number, or email address of a student pursuant to the Virginia Freedom of Information Act unless the parent or eligible student affirmatively consents in writing to such disclosure. Except as required by state or federal law, no school discloses the address, telephone number, or email address of a student pursuant to 34 C.F.R. § 99.31(a)(11) unless (a) the disclosure is to students enrolled in the school or to school board employees for educational purposes or school business and the parent or eligible student has not opted out of such disclosure in accordance with Virginia law and this policy or (b) the parent or eligible student has affirmatively consented in writing to such disclosure.

Parents and eligible students may not use the right to opt out of directory information disclosures to 1) prevent disclosure of the student's name, identifier or institutional email address in a class in which the student is enrolled; or 2) prevent an educational agency or institution from requiring the student to wear, to display publicly or to disclose a student ID card or badge that exhibits information designated as directory information and that has been properly designated as directory information.

Tazewell County School Board designates the following as directory information:

Directory information is information that is generally not considered harmful or an invasion of privacy if released. It can be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA) to provide military recruiters,

upon request, with three (3) directory information categories - - names, addresses and telephone listing - - unless the parent has advised the LEA that they do not want their child's information disclosed without their prior consent.

TAZEWELL COUNTY Public Schools will release directory information without prior written consent unless the parent or guardian or eligible student informs the principal in writing that any or all of the information designated below should not be released without prior consent.

- Student's name, address, date of birth, dates of enrollment, photograph
- Parent or guardian's name and address;
- Student's grade level classification;
- Student's participation in recognized school activities and sports;
- Student's diplomas, certificates, awards and honors received.

Correction of Education Records

The procedures for the amendment of records that a parent or eligible student believes to be inaccurate are as follows.

1. Parents or the eligible student must request in writing that the Tazewell County Public Schools amend a record. In so doing, they should identify the part of the record they want changed and specify why they believe it is inaccurate, misleading or in violation of the student's privacy or other rights.
2. Tazewell County Public Schools shall decide whether to amend the record in accordance with the request within a reasonable period of time. If it decides not to comply, the school division shall notify the parents or eligible student of the decision and advise them of their right to a hearing to challenge the information believed to be inaccurate, misleading or in violation of the student's rights.
3. Upon request, Tazewell County Public Schools shall arrange for a hearing, and notify the parents or eligible student, reasonably in advance, of the date, place and time of the hearing. The hearing shall be held within a reasonable period of time after the request.
4. The parent or eligible student may, at the parent's or student's own expense, be assisted or represented by one or more individuals of the parent's or student's own choice, including an attorney.
5. The hearing shall be conducted by a hearing officer who is a disinterested party; however, the hearing officer may be an official of the school division. The parents or eligible student shall be afforded a full and fair opportunity to present evidence relevant to the issues raised in the original request to amend the student's education records in accordance with FERPA.
6. Tazewell County Public Schools shall prepare a written decision which will include a summary of the evidence presented and the reasons for the decision within a reasonable period of time after the

hearing. The decision will be based solely on the evidence presented at the hearing.

7. If Tazewell County Public Schools decides that the information is inaccurate, misleading or in violation of the student's right of privacy, it shall amend (including expungement) the record and notify the parents or eligible student, in writing, that the record has been amended.
8. If Tazewell County Public Schools decides that the challenged information is not inaccurate, misleading or in violation of the student's right of privacy, it will notify the parents or eligible student that they have a right to place in the record a statement commenting on the challenged information and/or a statement setting forth reasons for disagreeing with the decision. The statement will be maintained as part of the student's education records as long as the contested portion is maintained and disclosed whenever the school division discloses the portion of the record to which the statement relates.

Confidentiality of HIV and Drug and Alcohol Treatment Records

The Tazewell County Public Schools complies with the confidentiality requirements of Va. Code § 32.1-36.1 providing for the confidentiality of records related to any test for Human Immunodeficiency Virus (HIV). In addition, the school division maintains confidentiality of drug and alcohol treatment records as required by federal and state law.

Adopted: July 14, 2025

Legal Refs.: 18 U.S.C. §§ 2331, 2332b.
20 U.S.C. §§ 1232g, 7908.
42 U.S.C. § 290dd-2.

34 C.F.R. 99.3, 99.7, 99.10, 99.11, 99.20, 99.21, 99.22, 99.31, 99.32, 99.33, 99.34, 99.35, 99.36, 99.37, 300.617.

Code of Virginia, 1950, as amended, §§ 2.2-3704, 2.2-3705.4, 2.2-3804, 2.2-515.2, 16.1-260, 16.1-305.1, 16.1-305.2, 22.1-4.1, 22.1-23.3, 22.1-254.1, 22.1-279.3:2, 22.1-287, 22.1-287.01, 22.1-287.02, 22.1-287.1, 22.1-288, 22.1-288.1, 22.1-288.2, 22.1-288.3, 22.1-289, 23.1-405, 32.1-36.1, 64.2-2003.

8 VAC 20-81-170.

Cross Refs.: IGBA Programs for Students with Disabilities

IJ	Guidance and Counseling Program
JC	School Attendance Areas
JEC	School Admission
JEC-R	School Admission
JECA	Admission of Homeless Children
JFC	Student Conduct
JGDA	Disciplining Students with Disabilities
JGD/JGE	Student Suspension/Expulsion
JHCB	Student Immunizations
JHCD	Administering Medicines to Students
JOA	Student Transcripts
JOD (Optional)	Release of Student Data/Records
JRCA	School Service Providers' Use of Student Personal Information
KBA	Requests for Public Records
KBA-R	Requests for Public Records
KBA-E	Rights & Responsibilities
KBC	Media Relations
KGD	Notification of School-Connected Student Overdose
KNB	Reports of Missing Children
KP	Parental Rights and Responsibilities
LBD	Home Instruction
LEB	Advanced/Alternative Courses for Credit

SCHOOL SERVICE PROVIDERS' USE OF STUDENT PERSONAL INFORMATION

Definitions

For the purposes of this policy:

"Elementary and secondary school purposes" means purposes that (i) customarily take place at the direction of an elementary or secondary school, elementary or secondary school teacher, or school division; (ii) aid in the administration of school activities, including instruction in the classroom or at home; administrative activities; and collaboration between students, school personnel or parents; or (iii) are otherwise for the use and benefit of an elementary or secondary school.

"Machine-readable format" means a structured format that can automatically be read and processed by a computer such as comma-separated values (CSV), JavaScript Object Notation (JSON) or Extensible Markup Language (XML). "Machine-readable format" does not include portable document format (PDF).

"Personal profile" does not include account information that is collected and retained by a school service provider and remains under control of a student, parent or elementary or secondary school.

"School-affiliated entity" means any private entity that provides support to the school division or a public elementary or secondary school. "School-affiliated entity" includes alumni associations, booster clubs, parent-teacher associations, parent-teacher-student associations, parent-teacher organizations, public education foundations, public education funds and scholarship organizations.

"School-issued device" means any technological hardware or devices that a school board, acting independently or pursuant to a contract with a school technology provider, provides to individual students for their personal use on school property, at home, or both. "School-issued device" includes any laptop, tablet, or other technological device.

"School service" means a website, mobile application or online service that (i) is designed and marketed primarily for use in elementary or secondary schools; (ii) is used (a) at the direction of teachers or other employees at elementary or secondary schools or (b) by any school-affiliated entity; and (iii) collects and maintains, uses or shares student personal information. "School service" does not include a website, mobile application or online service that is (a) used for the purposes of college and career readiness assessment or (b) designed and marketed for use by individuals or entities generally, even if it is also marketed for use in elementary or secondary schools.

"School service provider" means an entity that operates a school service pursuant to a contract with the school division.

"School technology provider" means an entity that provides, pursuant to a contract with a school board in the Commonwealth, any technological hardware or devices intended for student use as school-issued devices.

"Student personal information" means information collected through a school service that identifies a currently or formerly enrolled individual student or is linked to information that identifies a currently or formerly enrolled individual student.

"Targeted advertising" means advertising that is presented to a student and selected on the basis of information obtained or inferred over time from such student's online behavior, use of applications, or sharing of student personal information. "Targeted advertising" does not include advertising (i) that is presented to a student at an online location (a) on the basis of such student's online behavior, use of applications or sharing of student personal information during ~~his~~the student's current visit to that online location or (b) in response to that student's request for information or feedback and (ii) for which a student's online activities or requests are not retained over time for the purpose of subsequent advertising.

Required ~~Contract~~ Terms

The contract between a school service provider and the School Board ~~shall~~ requires that the school service provider or school technology provider shall or, in the case of any school or the School Board providing any school-issued devices independently, ~~the~~ the school or School Board shall:

- ~~to~~ provide clear and easy-to-understand information about the types of student personal information it collects through any school service or through providing any school-issued devices and how it maintains, uses or shares such student personal information;
- ~~to~~ maintain a policy for the privacy of student personal information for each school service or each school-issued device and provide prominent notice before making material changes to its policy for the privacy of student personal information for the relevant school service or school-issued devices;
- ~~to~~ maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality and integrity of student personal information and makes use of appropriate administrative, technological and physical safeguards;
- ~~to~~ facilitate access to and correction of student personal information by each student whose student personal information has been collected, maintained, used or shared by the school service provider or school technology provider, or by such student's parent, either directly or through the student's school or teacher;
- ~~to~~ collect, maintain, use and share student personal information only with the consent of the student or, if the student is less than 18 years of age, ~~his~~ the student's parent or for the purposes authorized in the contract between the School Board and the school service provider or school technology provider;

- when it collects student personal information directly from the student, to obtain the consent of the student or, if the student is less than 18 years of age, ~~his~~ the student's parent before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service or school-issued device, and when it collects student personal information from an individual or entity other than the student, to obtain the consent of the school division before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service or school-issued device;
- ~~to~~ require any successor entity or third party with whom it contracts to abide by its policy for the privacy of student personal information and comprehensive information security program before accessing student personal information;
- to require that, upon the request of the school or School Board, ~~the school service provider will~~ to delete student personal information within a reasonable period of time after such request unless the student or, if the student is less than 18 years of age, ~~his~~ the student's parent consents to the maintenance of the student personal information by the school service provider; ~~and~~
- for any school-issued device that a student returns at the end of the school year or upon request of the school or school division and that shall subsequently be provided to another student, disposed of, donated, or otherwise transferred in ownership to any individual or entity other than the specific student to whom it was issued, delete any student personal information stored in the school-issued device within a reasonable time after such school-issued device is returned and prior to the subsequent provision of such school-issued device to any other student or other transfer in ownership of such school-issued device; and
- ~~to~~ require that, upon request, providing~~provide~~, either directly to the student or ~~his~~ the student's parent or through the school, access to an electronic copy of such student's personal information in a manner consistent with the functionality of the school service or school-issued device. Contracts ~~between local school boards~~the School Board and school service providers or school technology providers may require that such electronic copy be in a machine-readable format.

The contract will also prohibit the school service provider or school technology provider, or, in the case of a school or the School Board providing any school-issued devices independently, the school or School Board, from knowingly

- using or sharing any student personal information for the purpose of targeted advertising to students;
- using or sharing any student personal information to create a personal profile of a student other than for elementary and secondary school purposes authorized by the school division, with the consent of the student or, if the student is less than 18 years of age, ~~his~~ the student's parent, or as otherwise authorized in the contract between the school division and the school service provider or school technology provider; ~~or~~
- selling student personal information except to the extent that such student personal information is sold to or acquired by a successor entity that purchases,

merges with or otherwise acquires the school service provider or school technology provider; or

- except as provided in Va. Code § 22.1-289.01(E)(4), using any school-issued device provided pursuant to any such contract, or granting the School Board or other entity with the ability to use any school-issued device, to access or monitor (i) location-tracking features; (ii) audio or visual receiving, transmitting, or recording features; or (iii) student interactions, unless such use (a) is limited to a noncommercial, educational, or instructional purpose, to the provision of technical support, or to exam proctoring by a school board employee or a third party pursuant to a contract with the school board and notice of such use is provided in advance or (b) is permitted under a judicial warrant or is necessary to comply with state or federal law..

Nothing in this policy shall be construed to prohibit school service providers or school technology providers or, in the case of any school or the School Board providing any school-issued devices independently, the School Board or school from:~~from~~

- using student personal information for purposes of adaptive learning, personalized learning or customized education;
- using student personal information for maintaining, developing, supporting, improving or diagnosing ~~the~~ any school service;
- providing recommendations for employment, school, educational or other learning purposes within a school service when such recommendation is not determined in whole or in part by payment or other consideration from a third party;
- disclosing student personal information to (i) ensure legal or regulatory compliance, (ii) protect against liability or (iii) protect the security or integrity of its school service; or
- disclosing student personal information pursuant to a contract with a service provider, provided that the school service provider, school technology provider, School Board, or school (i) contractually prohibits the service provider from using any student personal information for any purpose other than providing the contracted service to or on behalf of the school service provider, school technology provider, school board or school, (ii) contractually prohibits the service provider from disclosing any student personal information provided by the school service provider, or school technology provider, school board, or school to any third party unless such disclosure is permitted by Va. Code § 22.1-289.01(B)(7) and (iii) requires the service provider to comply with the requirements set forth Va. Code § 22.1-289.01(B) and the prohibitions set forth in Va. Code § 22.1-289.01(C).

Nothing in this policy shall be construed to:

- impose a duty upon a provider of an electronic store, gateway, marketplace, forum or means for purchasing or downloading software or applications to review or enforce compliance with this policy with regard to any school service provider

whose school service is available for purchase or download on such electronic store, gateway, marketplace, forum or means;

- impose liability on an interactive computer service, as that term is defined in 47 U.S.C. § 230(f), for content provided by another individual; ~~or~~
- prohibit any student from downloading, exporting, transferring, saving or maintaining ~~his~~ the student's personal information, data or documents; ~~or~~
- Prohibit the School Board from requesting or prohibit any provider from granting the School Board access to or the ability to monitor school-issued devices to ensure compliance with a school code of conduct or otherwise limit the ability of the School Board to use software filters to monitor school-issued devices for certain safety threats, self-harm prevention, or other risk indicators.

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-289.01.

Cross Refs.:		
	ET	Educational Technology Foundation and Public School Foundations
	GAB/IIBEA	Acceptable Computer System Use
	JFC	Student Conduct
	JFCM	Student Cell Phone and Smart Device Possession and Use
	JO	Student Records
	KMA	Relations with Parent Organizations

SCHOOL SERVICE PROVIDERS' USE OF STUDENT PERSONAL INFORMATION

Definitions

For the purposes of this policy:

"Elementary and secondary school purposes" means purposes that (i) customarily take place at the direction of an elementary or secondary school, elementary or secondary school teacher, or school division; (ii) aid in the administration of school activities, including instruction in the classroom or at home; administrative activities; and collaboration between students, school personnel or parents; or (iii) are otherwise for the use and benefit of an elementary or secondary school.

"Machine-readable format" means a structured format that can automatically be read and processed by a computer such as comma-separated values (CSV), JavaScript Object Notation (JSON) or Extensible Markup Language (XML). "Machine-readable format" does not include portable document format (PDF).

"Personal profile" does not include account information that is collected and retained by a school service provider and remains under control of a student, parent or elementary or secondary school.

"School-affiliated entity" means any private entity that provides support to the school division or a public elementary or secondary school. "School-affiliated entity" includes alumni associations, booster clubs, parent-teacher associations, parent-teacher-student associations, parent-teacher organizations, public education foundations, public education funds and scholarship organizations.

"School-issued device" means any technological hardware or devices that a school board, acting independently or pursuant to a contract with a school technology provider, provides to individual students for their personal use on school property, at home, or both. "School-issued device" includes any laptop, tablet, or other technological device.

"School service" means a website, mobile application or online service that (i) is designed and marketed primarily for use in elementary or secondary schools; (ii) is used (a) at the direction of teachers or other employees at elementary or secondary schools or (b) by any school-affiliated entity; and (iii) collects and maintains, uses or shares student personal information. "School service" does not include a website, mobile application or online service that is (a) used for the purposes of college and career readiness assessment or (b) designed and marketed for use by individuals or entities generally, even if it is also marketed for use in elementary or secondary schools.

"School service provider" means an entity that operates a school service pursuant to a contract with the school division.

"School technology provider" means an entity that provides, pursuant to a contract with a school board in the Commonwealth, any technological hardware or devices intended for student use as school-issued devices.

"Student personal information" means information collected through a school service that identifies a currently or formerly enrolled individual student or is linked to information that identifies a currently or formerly enrolled individual student.

"Targeted advertising" means advertising that is presented to a student and selected on the basis of information obtained or inferred over time from such student's online behavior, use of applications, or sharing of student personal information. "Targeted advertising" does not include advertising (i) that is presented to a student at an online location (a) on the basis of such student's online behavior, use of applications or sharing of student personal information during the student's current visit to that online location or (b) in response to that student's request for information or feedback and (ii) for which a student's online activities or requests are not retained over time for the purpose of subsequent advertising.

Required Terms

The contract between a school service provider and the School Board requires that the school service provider or school technology provider shall or, in the case of any school or the School Board providing any school-issued devices independently, the school or School Board shall:

- provide clear and easy-to-understand information about the types of student personal information it collects through any school service or through providing any school-issued devices and how it maintains, uses or shares such student personal information;
- maintain a policy for the privacy of student personal information for each school service or each school-issued device and provide prominent notice before making material changes to its policy for the privacy of student personal information for the relevant school service or school-issued devices;
- maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality and integrity of student personal information and makes use of appropriate administrative, technological and physical safeguards;
- facilitate access to and correction of student personal information by each student whose student personal information has been collected, maintained, used or shared by the school service provider or school technology provider, or by such student's parent, either directly or through the student's school or teacher;
- collect, maintain, use and share student personal information only with the consent of the student or, if the student is less than 18 years of age, the student's parent or for the purposes authorized in the contract between the School Board and the school service provider or school technology provider;

- when it collects student personal information directly from the student, to obtain the consent of the student or, if the student is less than 18 years of age, the student's parent before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service or school-issued device, and when it collects student personal information from an individual or entity other than the student, to obtain the consent of the school division before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service or school-issued device;
- require any successor entity or third party with whom it contracts to abide by its policy for the privacy of student personal information and comprehensive information security program before accessing student personal information;
- require that, upon the request of the school or School Board, to delete student personal information within a reasonable period of time after such request unless the student or, if the student is less than 18 years of age, the student's parent consents to the maintenance of the student personal information by the school service provider;
- for any school-issued device that a student returns at the end of the school year or upon request of the school or school division and that shall subsequently be provided to another student, disposed of, donated, or otherwise transferred in ownership to any individual or entity other than the specific student to whom it was issued, delete any student personal information stored in the school-issued device within a reasonable time after such school-issued device is returned and prior to the subsequent provision of such school-issued device to any other student or other transfer in ownership of such school-issued device; and
- require that, upon request, providing, either directly to the student or the student's parent or through the school, access to an electronic copy of such student's personal information in a manner consistent with the functionality of the school service or school-issued device. Contracts the School Board and school service providers or school technology providers may require that such electronic copy be in a machine-readable format.

The contract will also prohibit the school service provider or school technology provider, or, in the case of a school or the School Board providing any school-issued devices independently, the school or School Board, from knowingly

- using or sharing any student personal information for the purpose of targeted advertising to students;
- using or sharing any student personal information to create a personal profile of a student other than for elementary and secondary school purposes authorized by the school division, with the consent of the student or, if the student is less than 18 years of age, the student's parent, or as otherwise authorized in the contract between the school division and the school service provider or school technology provider;
- selling student personal information except to the extent that such student personal information is sold to or acquired by a successor entity that purchases,

merges with or otherwise acquires the school service provider or school technology provider; or

- except as provided in Va. Code § 22.1-289.01(E)(4), using any school-issued device provided pursuant to any such contract, or granting the School Board or other entity with the ability to use any school-issued device, to access or monitor (i) location-tracking features; (ii) audio or visual receiving, transmitting, or recording features; or (iii) student interactions, unless such use (a) is limited to a noncommercial, educational, or instructional purpose, to the provision of technical support, or to exam proctoring by a school board employee or a third party pursuant to a contract with the school board and notice of such use is provided in advance or (b) is permitted under a judicial warrant or is necessary to comply with state or federal law..

Nothing in this policy shall be construed to prohibit school service providers or school technology providers or, in the case of any school or the School Board providing any school-issued devices independently, the School Board or school from:

- using student personal information for purposes of adaptive learning, personalized learning or customized education;
- using student personal information for maintaining, developing, supporting, improving or diagnosing any school service;
- providing recommendations for employment, school, educational or other learning purposes within a school service when such recommendation is not determined in whole or in part by payment or other consideration from a third party;
- disclosing student personal information to (i) ensure legal or regulatory compliance, (ii) protect against liability or (iii) protect the security or integrity of its school service; or
- disclosing student personal information pursuant to a contract with a service provider, provided that the school service provider, school technology provider, School Board, or school (i) contractually prohibits the service provider from using any student personal information for any purpose other than providing the contracted service to or on behalf of the school service provider, school technology provider, school board or school, (ii) contractually prohibits the service provider from disclosing any student personal information provided by the school service provider, or school technology provider, school board, or school to any third party unless such disclosure is permitted by Va. Code § 22.1-289.01(B)(7) and (iii) requires the service provider to comply with the requirements set forth Va. Code § 22.1-289.01(B) and the prohibitions set forth in Va. Code § 22.1-289.01(C).

Nothing in this policy shall be construed to:

- impose a duty upon a provider of an electronic store, gateway, marketplace, forum or means for purchasing or downloading software or applications to review or enforce compliance with this policy with regard to any school service provider whose school service is available for purchase or download on such electronic store, gateway, marketplace, forum or means;

- impose liability on an interactive computer service, as that term is defined in 47 U.S.C. § 230(f), for content provided by another individual;
- prohibit any student from downloading, exporting, transferring, saving or maintaining the student's personal information, data or documents; or
- Prohibit the School Board from requesting or prohibit any provider from granting the School Board access to or the ability to monitor school-issued devices to ensure compliance with a school code of conduct or otherwise limit the ability of the School Board to use software filters to monitor school-issued devices for certain safety threats, self-harm prevention, or other risk indicators.

Adopted: July 14, 2025

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-289.01.

Cross Refs.:	ET	Educational Technology Foundation and Public School Foundations
	GAB/IIBEA	Acceptable Computer System Use
	JFC	Student Conduct
	JFCM	Student Cell Phone and Smart Device Possession and Use
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REQUESTS FOR PUBLIC RECORDS

BLANK School Board complies with the Virginia Freedom of Information Act (FOIA). Except as otherwise specifically provided by law, all public records are open to citizens of the Commonwealth, representatives of newspapers and magazines with circulation in the Commonwealth and representatives of radio and television stations broadcasting in or into the Commonwealth during the regular office hours of the custodian of such records. All requests for information are processed in accordance with KBA-R Requests for Public Records.

FOIA Officer

The name(s) and contact information for the person(s) BLANK School Board has designated as its ~~Freedom of Information Act (FOIA)~~ FOIA Officer(s)[1] is listed in regulation KBA-R Requests for Public Records and posted at the School Board office and on the division's website. The FOIA Officer(s) serve(s) as a point of contact for members of the public in requesting public records and coordinate(s) the School Board's compliance with FOIA.

FOIA Officer Training

The FOIA officer(s) receive(s) training ~~at least annually~~ from the School Board's legal counsel or the Virginia Freedom of Information Advisory Council (FOIA Council) or through an online course offered or approved by the FOIA Council. The FOIA Officer completes such training within a reasonable time period when first designated as the FOIA Officer and at least once during each consecutive period of two calendar years calculated from the date they last completed a training a session. Any School Board legal counsel who is also designated as the School Board's FOIA officer must complete a training session or online course offered or approved by the FOIA Council.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-3704, 2.2-3704.2.

Cross Ref.: KBA-E Rights and Responsibilities
KBA-R Requests for Public Records

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY

[1] Each school board may name one or more FOIA Officers. The name and contact information of the FOIA Officer(s) must be made available in a way reasonably calculated to provide notice to the public, including posting at the school board office, posting on the school board's website or including the information in school board publications.

REQUESTS FOR PUBLIC RECORDS

Tazewell County School Board complies with the Virginia Freedom of Information Act (FOIA). Except as otherwise specifically provided by law, all public records are open to citizens of the Commonwealth, representatives of newspapers and magazines with circulation in the Commonwealth and representatives of radio and television stations broadcasting in or into the Commonwealth during the regular office hours of the custodian of such records. All requests for information are processed in accordance with KBA-R Requests for Public Records.

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Adopted: July 14, 2025

Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-3704, 2.2-3704.2.

Cross Ref.:
- KBA-E Rights and Responsibilities
- KBA-R Requests for Public Records

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NEW POLICY

File: KGD

NOTIFICATION OF SCHOOL-CONNECTED STUDENT OVERDOSE

Definitions

As used in this policy,

"Overdose" means a life-threatening condition resulting from the consumption or use of a controlled substance.

"School-connected student overdose" means any overdose of a student enrolled in a school in the division that occurs (i) on the premises of such school during regular school hours or (ii) during school-sanctioned activities whether on or off the premises of such school.

"Suspected school-connected student overdose" means a school-connected student overdose that is believed to have occurred and for which the response is the administration of naloxone, another opioid antagonist, or another similar medication with the intent to counter or temporarily reverse the effects of such overdose.

Parent Notification

Through the regular method of communication used for schoolwide notifications and within 24 hours of the earlier of (i) law enforcement or medical personnel confirming a school-connected student overdose or (ii) the school principal having knowledge of a suspected school-connected student overdose, the school principal or principal's designee notifies the parent of each student enrolled in the relevant school of such school-connected student overdose or suspected school-connected overdose.

The notification includes information, to the extent it is known at the time of the notification, about the name or any identifiable features of the controlled substance and whether the confirmed or suspected overdose occurred on school premises during regular school hours or during school-sanctioned activities whether on or off school premises.

If any inaccuracies of the initial notification are subsequently discovered, the principal or principal's designee provides an updated notification to the parent of each student in the relevant school to correct any such inaccuracies.

Privacy

The BLANK School Board, Superintendent, principals, school administrators, and employees will take reasonable steps to protect the privacy and dignity of individuals involved in any confirmed or suspected school-connected student overdose.

Any notification provided in accordance with this policy will ensure sensitivity to the privacy interests of affected individuals and compliance with any applicable law, rules, or regulations relating to the disclosure and protection of a student's personal, confidential, or otherwise sensitive information, including compliance with the federal Family Educational Rights and Privacy Act (FERPA) and related regulations.

Adopted:

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Legal Ref: 20 U.S.C. § 1232g.

Code of Virginia, § 22.1-272.1:1.

Cross Refs:	EB	School Crisis, Emergency Management, and Medical Emergency Response Plan
	EBBA	Emergency First Aid, CPR and AED Certified Personnel
	EBBC	Opioid Antagonists
	GBEA	Unlawful Manufacture, Distribution, Dispensing, Possession or Use of a Controlled Substance
	IGAG	Teaching About Drugs, Alcohol and Tobacco
	JHCD	Administering Medicines to Students
	JO	Student Records
	KP	Parental Rights and Responsibilities

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COMMERCIAL, PROMOTIONAL AND CORPORATE SPONSORSHIPS AND PARTNERSHIPS

Generally

The BLANK School Board recognizes that corporate and other private sponsorship of programs and activities related to education can provide valuable enhancement of the educational program offered by the Board. For that reason, the BLANK School Board may enter into commercial, promotional and corporate sponsorship and partnership arrangements under certain conditions.

Definitions

An “educational partnership” is a mutually beneficial, co-operative relationship in which partners share values, objectives and/or human or financial resources to enhance learning for students.

An “educational sponsorship” is an arrangement pursuant to which the sponsor provides money, price reductions, equipment, materials, services or other benefits in exchange for recognition of its products or entity for a specified period of time.

Authority to Enter into Agreements

On behalf of the School Board, principals may enter into sponsorships and partnerships for their schools when the sponsorship or partnership does not extend beyond a single school year or exceed $5,000 in value to the school.

On behalf of the School Board, the superintendent may enter into sponsorships and partnerships which will benefit more than one school or the division as a whole. The superintendent may also enter into sponsorships and partnerships when the sponsorship or partnership extends beyond a single school year or exceeds $5,000 in value.

The School Board may create a Sponsorship Review Committee to approve any sponsorship or partnership which the Board determines should be considered by the Committee. The School Board shall establish criteria identifying proposed sponsorships and partnerships which must be approved by the Committee rather than by a principal or the superintendent. If the Committee’s decision regarding the proposed sponsorship or partnership is not unanimous, the decision may be appealed to the School Board by either the potential sponsor or partner or by a member of the Sponsorship Review Committee.

Requirements

Any agreement to enter into an educational sponsorship or educational partnership will be in writing.

The written agreement shall include:

- A statement of the educational purpose for the relationship.

- A statement that the School Board has the right to terminate the agreement without penalty if it determines that the agreement is having an adverse impact on the educational experience of students.
- A statement that if an agreement is terminated because of an adverse impact on the educational experience of students, no other agreement for an educational partnership or sponsorship will be entered into between the School Board and the partner or sponsor whose agreement has been terminated for a specified period of time.
- A statement detailing the specific benefits to the school or school division from the agreement.
- A statement clearly defining the roles, expectations, rights, and responsibilities of all parties to the agreement. This statement shall include a statement of whether the agreement permits the sponsor or partner to advertise in connection with the agreement and, if so, the extent of such advertising.
- A statement clearly defining whether the agreement creates any exclusive rights for the sponsor or partner and, if such rights are created, clearly defining those rights. If no exclusive rights are created, the agreement shall include a statement that the existence of the sponsorship or partnership will not limit the discretion of the School Board or its personnel in the use of sponsored or nonsponsored materials.
- The duration of the agreement.
- A statement that the school or School Board retains the exclusive right to authorize the use of its name, logo, or other similar information.
- A statement that the school or School Board must approve its identification as a partner or co-sponsor in all publicity materials.
- A statement of the monetary value to be received by the school or school division pursuant to the agreement.
- A statement defining how the benefits arising from agreement will be distributed.
- A statement of the basis on which students will be permitted to participate in the program or otherwise benefit from the agreement.
- A statement that the sponsor or partner assumes the responsibility for obtaining the consent of any student or School Board employee whose likeness may appear in any materials disseminated by the partner or sponsor.
- A statement disclosing any relationship between the sponsor or partner, or any of its employees or major stockholders, and any student, School Board employee, School Board member, or the superintendent.
- A statement that all partnerships and sponsorships will be consistent with all federal and state laws, local ordinances, school division policies and regulations, and all preexisting School Board contracts. If the terms of the partnership or sponsorship agreement establish that the employees, contractors or others acting on behalf of the partner or sponsor will have direct contact with students on school property during regular school hours or during school-sponsored activities, the sponsor or partner must certify

that all such persons have not been convicted of ~~any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02;~~ any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense~~, or any crime of moral turpitude~~.

- A statement that all partnerships and sponsorships will be consistent with all federal and state laws, local ordinances, school division policies and regulations, and all preexisting School Board contracts. If the terms of the partnership or sponsorship agreement establish that the employees, contractors or others acting on behalf of the partner or sponsor will have direct contact with students on school property during regular school hours or during school-sponsored activities, the sponsor or partner must certify that all such persons have not been convicted of any violent felony or crime of moral turpitude set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; or, if applicable, states that such an individual was convicted of a violent felony or crime of moral turpitude; however, (i) such conviction did not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; (ii) such an individual (a) has had their civil rights restored by the Governor; (b) has completed all terms of supervision and has been released from supervision for more than 20 years; (c) is, in the opinion of the school board, of upstanding character; and (d) has demonstrated commitment to public or community service and rehabilitation after completing all terms of supervision; and (iii) the school board certifies in writing that such an individual meets the requirements set forth herein and in accordance with Va. Code § 22.1-296.1(F)(2) and Policy DJF Purchasing Procedures.[1]
- A statement that if the terms of the partnership or sponsorship agreement establish that the employees, contractors, or others acting on behalf of the partner or sponsor will have direct contact with students on school property during regular school hours or during school-sponsored activities, the individuals acting on behalf of the partner or sponsor may have been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, the individual's civil rights have been restored by the Governor.
- A statement that no partnership or sponsorship shall exploit any student or School Board employee.
- A statement that no sponsor or partner shall be permitted to collect personal information, including names, addresses or telephone numbers

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] Policy DJF Purchasing Procedures is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy on purchasing procedures, if different.

of students or School Board employees because of the partnership or sponsorship.

- A statement that any curriculum materials provided pursuant to the agreement will be held to the same standards as other curriculum materials.
- A statement that any participation by any student or School Board employee in any activity established pursuant to the agreement will be purely voluntary. If a student or School Board employee wants to participate in any sponsored or partnered activity but objects to using the materials provided by the sponsor or partner, the sponsor or partner must supply substantially similar materials to which the student does not object for that student to use in the activity. If a student objects to using materials provided by the sponsor or partner, the School Board employee in charge of the activity shall provide for a means by which the student's objections are made known to other students involved in the activity and by which those objections are discussed in an educational manner.

Prohibitions

No agreement shall be entered into if the sponsorship or partnership involves or gives the appearance of involving any activity which could result in the following:

- promotion of hostility or violence;
- an attack on ethnic, racial, or religious groups;
- discrimination prohibited by any law or School Board policy;
- promotion of the use of drugs, alcohol, tobacco products, nicotine vapor products, or firearms;
- promotion of sexual, obscene or pornographic activities; or
- promotion of any image that is not in keeping with the established goals and purposes of the School Board.

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-79.5, 22.1-89.4, 22.1-296.1.

Cross Refs.:

DJF	Purchasing Procedures
DJG	Vendor Relations
DO	Non-Locally Funded Programs
IIAA	Textbook Selection, Adoption, and Purchase
IIAB	Supplementary Materials Selection and Adoption
IICB/IICC	Community Resource Persons/School Volunteers
JFCB	Sportsmanship, Ethics and Integrity
JHCF	Student Wellness
JL	Fund Raising and Solicitation
KA	Goals for School-Community Relations
KH	Public Gifts to the School

KLB Public Complaints about Learning Resources

COMMERCIAL, PROMOTIONAL AND CORPORATE SPONSORSHIPS AND PARTNERSHIPS

Generally

The Tazewell County School Board recognizes that corporate and other private sponsorship of programs and activities related to education can provide valuable enhancement of the educational program offered by the Board. For that reason, the Tazewell County School Board may enter into commercial, promotional and corporate sponsorship and partnership arrangements under certain conditions.

Definitions

An “educational partnership” is a mutually beneficial, co-operative relationship in which partners share values, objectives and/or human or financial resources to enhance learning for students.

An “educational sponsorship” is an arrangement pursuant to which the sponsor provides money, price reductions, equipment, materials, services or other benefits in exchange for recognition of its products or entity for a specified period of time.

Authority to Enter into Agreements

On behalf of the School Board, principals may enter into sponsorships and partnerships for their schools when the sponsorship or partnership does not extend beyond a single school year or exceed $5,000 in value to the school.

On behalf of the School Board, the superintendent may enter into sponsorships and partnerships which will benefit more than one school or the division as a whole. The superintendent may also enter into sponsorships and partnerships when the sponsorship or partnership extends beyond a single school year or exceeds $5,000 in value.

The School Board may create a Sponsorship Review Committee to approve any sponsorship or partnership which the Board determines should be considered by the Committee. The School Board shall establish criteria identifying proposed sponsorships and partnerships which must be approved by the Committee rather than by a principal or the superintendent. If the Committee’s decision regarding the proposed sponsorship or partnership is not unanimous, the decision may be appealed to the School Board by either the potential sponsor or partner or by a member of the Sponsorship Review Committee.

Requirements

Any agreement to enter into an educational sponsorship or educational partnership will be in writing.

The written agreement shall include:

- A statement of the educational purpose for the relationship.

- A statement that the School Board has the right to terminate the agreement without penalty if it determines that the agreement is having an adverse impact on the educational experience of students.
- A statement that if an agreement is terminated because of an adverse impact on the educational experience of students, no other agreement for an educational partnership or sponsorship will be entered into between the School Board and the partner or sponsor whose agreement has been terminated for a specified period of time.
- A statement detailing the specific benefits to the school or school division from the agreement.
- A statement clearly defining the roles, expectations, rights, and responsibilities of all parties to the agreement. This statement shall include a statement of whether the agreement permits the sponsor or partner to advertise in connection with the agreement and, if so, the extent of such advertising.
- A statement clearly defining whether the agreement creates any exclusive rights for the sponsor or partner and, if such rights are created, clearly defining those rights. If no exclusive rights are created, the agreement shall include a statement that the existence of the sponsorship or partnership will not limit the discretion of the School Board or its personnel in the use of sponsored or nonsponsored materials.
- The duration of the agreement.
- A statement that the school or School Board retains the exclusive right to authorize the use of its name, logo, or other similar information.
- A statement that the school or School Board must approve its identification as a partner or co-sponsor in all publicity materials.
- A statement of the monetary value to be received by the school or school division pursuant to the agreement.
- A statement defining how the benefits arising from agreement will be distributed.
- A statement of the basis on which students will be permitted to participate in the program or otherwise benefit from the agreement.
- A statement that the sponsor or partner assumes the responsibility for obtaining the consent of any student or School Board employee whose likeness may appear in any materials disseminated by the partner or sponsor.
- A statement disclosing any relationship between the sponsor or partner, or any of its employees or major stockholders, and any student, School Board employee, School Board member, or the superintendent.
- A statement that all partnerships and sponsorships will be consistent with all federal and state laws, local ordinances, school division policies and regulations, and all preexisting School Board contracts. If the terms of the partnership or sponsorship agreement establish that the employees, contractors or others acting on behalf of the partner or sponsor will have direct contact with students on school property during regular school hours or during school-sponsored activities, the sponsor or partner must certify

that all such persons have not been convicted of any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense.

- A statement that all partnerships and sponsorships will be consistent with all federal and state laws, local ordinances, school division policies and regulations, and all preexisting School Board contracts. If the terms of the partnership or sponsorship agreement establish that the employees, contractors or others acting on behalf of the partner or sponsor will have direct contact with students on school property during regular school hours or during school-sponsored activities, the sponsor or partner must certify that all such persons have not been convicted of any violent felony or crime of moral turpitude set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; or, if applicable, states that such an individual was convicted of a violent felony or crime of moral turpitude; however, (i) such conviction did not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; (ii) such an individual (a) has had their civil rights restored by the Governor; (b) has completed all terms of supervision and has been released from supervision for more than 20 years; (c) is, in the opinion of the school board, of upstanding character; and (d) has demonstrated commitment to public or community service and rehabilitation after completing all terms of supervision; and (iii) the school board certifies in writing that such an individual meets the requirements set forth herein and in accordance with Va. Code § 22.1-296.1(F)(2) and Policy DJF Purchasing Procedures.
- A statement that if the terms of the partnership or sponsorship agreement establish that the employees, contractors, or others acting on behalf of the partner or sponsor will have direct contact with students on school property during regular school hours or during school-sponsored activities, the individuals acting on behalf of the partner or sponsor may have been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, the individual's civil rights have been restored by the Governor.
- A statement that no partnership or sponsorship shall exploit any student or School Board employee.
- A statement that no sponsor or partner shall be permitted to collect personal information, including names, addresses or telephone numbers of students or School Board employees because of the partnership or sponsorship.
- A statement that any curriculum materials provided pursuant to the agreement will be held to the same standards as other curriculum materials.

- A statement that any participation by any student or School Board employee in any activity established pursuant to the agreement will be purely voluntary. If a student or School Board employee wants to participate in any sponsored or partnered activity but objects to using the materials provided by the sponsor or partner, the sponsor or partner must supply substantially similar materials to which the student does not object for that student to use in the activity. If a student objects to using materials provided by the sponsor or partner, the School Board employee in charge of the activity shall provide for a means by which the student's objections are made known to other students involved in the activity and by which those objections are discussed in an educational manner.

Prohibitions

No agreement shall be entered into if the sponsorship or partnership involves or gives the appearance of involving any activity which could result in the following:

- promotion of hostility or violence;
- an attack on ethnic, racial, or religious groups;
- discrimination prohibited by any law or School Board policy;
- promotion of the use of drugs, alcohol, tobacco products, nicotine vapor products, or firearms;
- promotion of sexual, obscene or pornographic activities; or
- promotion of any image that is not in keeping with the established goals and purposes of the School Board.

Adopted: July 14, 2025

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-79.5, 22.1-89.4, 22.1-296.1.

Cross Refs.:

DJF	Purchasing Procedures
DJG	Vendor Relations
DO	Non-Locally Funded Programs
IIAA	Textbook Selection, Adoption, and Purchase
IIAB	Supplementary Materials Selection and Adoption
IICB/IICC	Community Resource Persons/School Volunteers
JFCB	Sportsmanship, Ethics and Integrity
JHCF	Student Wellness
JL	Fund Raising and Solicitation
KA	Goals for School-Community Relations
KH	Public Gifts to the School
KLB	Public Complaints about Learning Resources

HOME INSTRUCTION

~~GENERALLY~~Generally

The BLANK School Board recognizes that when the requirements of Va. Code § 22.1-254.1 are complied with instruction of children by their parents is an acceptable alternative form of education under the policy of the Commonwealth of Virginia. Any parent of any child who is five years or older on or before September 30 of any school year and which child is not yet eighteen years old may elect to provide home instruction in lieu of school attendance if the parent:

- holds a high school diploma;
- is a teacher of qualifications prescribed by the Board of Education;
- provides the child with a program of study or curriculum which may be delivered through a correspondence course or distance learning program or in any other manner; or
- provides evidence that the parent is able to provide an adequate education for the child.

~~DEFINITION~~Definition

For purposes of this policy, "parent" means any parent, guardian, legal custodian or other person having control or charge of a child.

~~NOTIFICATION BY PARENTS~~Notification by Parents

Any parent who elects to provide home instruction in lieu of school attendance shall annually notify the superintendent no later than August 15 of the parent's intention to so instruct the child and provide a description of the curriculum, limited to a list of subjects to be studied during the coming year and evidence of having met one of the criteria for providing home instruction. Any parent who moves into a school division or begins home instruction after the school year has begun shall notify the superintendent of the parent's intention to provide home instruction as soon as practicable and shall comply with the requirements of this policy within thirty days of such notice. The superintendent shall notify the Superintendent of Public Instruction of the number of students in the school division receiving home instruction.

~~EVIDENCE OF PROGRESS~~Evidence of Progress

A parent who elects to provide home instruction to a child who is over the age of six as of September 30 of the school year shall provide the superintendent by August 1 following the school year in which the child has received home instruction with either (i) evidence that the child has attained a composite score in or above the fourth stanine any nationally normed standardized achievement test or an equivalent score on the ACT, SAT or PSAT test or (ii) an evaluation or assessment that the superintendent determines to indicate that the child is achieving an adequate level of educational growth and progress, including: (a) an evaluation letter from a person licensed to teach

in any state, or a person with a master's degree or higher in an academic discipline, having knowledge of the child's academic progress, stating that the child is achieving an adequate level of educational growth and progress; or (b) a report card or transcript from a community college or college, college distance learning program or home-education correspondence school.

In the event that evidence of progress as required in this subsection is not provided by the parent, the home instruction program for that child may be placed on probation for one year. Parents shall file with the superintendent evidence of their ability to provide an adequate education for their child and a remediation plan for the probationary year which indicates their program is designed to address any educational deficiency. Upon acceptance of such evidence and plan by the superintendent, the home instruction may continue for one probationary year. If the remediation plan and evidence are not accepted or the required evidence of progress is not provided by August 1 following the probationary year, home instruction shall cease and the parent shall make other arrangements for the education of the child which comply with Va. Code § 22.1-254.

~~IMMUNIZATIONS~~Immunizations

Any parent, guardian or other person having control or charge of a child being home instructed, exempted or excused from school attendance shall comply with the immunization requirements provided in Va. Code § 32.1-46 in the same manner and to the same extent as if the child has been enrolled in and is attending school.

Upon request by the superintendent, the parent shall submit to the superintendent documentary proof of immunization in compliance with Va. Code § 32.1-46.

No proof of immunization shall be required of any child upon submission of (i) an affidavit to the superintendent stating that the administration of immunizing agents conflicts with the parent's or guardian's religious tenets or practices or (ii) a written certification from a licensed physician, physician assistant, licensed advanced practice registered nurse, or local health department that one or more of the required immunizations may be detrimental to the child's health, indicating the specific nature of the medical condition or circumstance that contraindicates immunization.

~~NOTIFICATION TO PARENTS~~Notification to Parents

Advanced Placement (AP), Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT) and PreACT examinations are available to students receiving home instruction pursuant to Va. Code § 22.1-254.1. The superintendent establishes a schedule identifying the dates by which students receiving home instruction must register to participate in such examinations. The superintendent notifies students receiving home instruction and their parents of the registration deadlines and

the availability of financial assistance to low-income and needy students to take such examinations.

~~DISCLOSURE OF INFORMATION~~Disclosure of Information provided under Va. Code § 22.1-254(B)(1)

Notwithstanding any other applicable federal and state laws regarding disclosure of information, ~~Neither~~ neither the superintendent nor the School Board shall disclose to the Department of Education or any other person or entity outside of the local school division information that is provided by a parent or student to satisfy the requirements of this policy or subdivision B 1 of Va. Code § 22.1-254. However, the superintendent or School Board may disclose, with the written consent of a student's parent, such information that was provided to satisfy the requirements of subdivision B 1 of Va. Code § 22.1-254, to the extent provided by the parent's consent. ~~without express consent from the parent or legal guardian of the child receiving home instruction~~. Nothing in this policy prohibits the superintendent from notifying the Superintendent of Public Instruction of the number of students in the school division receiving home instruction.

JROTC MEMBERSHIP FOR HOMESCHOOLED STUDENTS

Homeschooled students who reside in the division and who are otherwise eligible for membership in a Junior Reserve Officers' Training Corp (JROTC) unit maintained by a secondary school but for their lack of enrollment in the division are permitted to be members of the unit.

Homeschooled students who are members in a division JROTC unit is required to conduct themselves in a manner consistent with established standards for student behavior and must comply with behavioral, disciplinary, attendance and other policies and rules applicable to all students, including rules governing the use of the division's computer systems. If a student fails to comply, the school may withhold credit and/or terminate the student's participation in addition to taking any disciplinary action that would be taken against a full-time student for similar conduct.

Adopted:

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Legal Refs.: 10 U.S.C. § 2031.

Code of Virginia, 1950, as amended, §§ 22.1-1, 22.1-254, 22.1-254.1, 22.1-271.4, 32.1-46, 54.1-2952.2.

Cross Ref.:	IIBEA	Acceptable Computer System Use
	JEA	Compulsory Attendance
	JECB	Admission of Nonpublic Students for Part-Time Enrollment
	JEG	Exclusions for Exemptions from School Attendance
	JHCB	Student Immunizations

JFC	Student Conduct
JO	Student Records

HOME INSTRUCTION

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The Tazewell County School Board recognizes that when the requirements of Va. Code § 22.1-254.1 are complied with instruction of children by their parents is an acceptable alternative form of education under the policy of the Commonwealth of Virginia. Any parent of any child who is five years or older on or before September 30 of any school year and which child is not yet eighteen years old may elect to provide home instruction in lieu of school attendance if the parent:

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- provides the child with a program of study or curriculum which may be delivered through a correspondence course or distance learning program or in any other manner; or
- provides evidence that the parent is able to provide an adequate education for the child.

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For purposes of this policy, "parent" means any parent, guardian, legal custodian or other person having control or charge of a child.

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Any parent who elects to provide home instruction in lieu of school attendance shall annually notify the superintendent no later than August 15 of the parent's intention to so instruct the child and provide a description of the curriculum, limited to a list of subjects to be studied during the coming year and evidence of having met one of the criteria for providing home instruction. Any parent who moves into a school division or begins home instruction after the school year has begun shall notify the superintendent of the parent's intention to provide home instruction as soon as practicable and shall comply with the requirements of this policy within thirty days of such notice. The superintendent shall notify the Superintendent of Public Instruction of the number of students in the school division receiving home instruction.

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A parent who elects to provide home instruction to a child who is over the age of six as of September 30 of the school year shall provide the superintendent by August 1 following the school year in which the child has received home instruction with either (i) evidence that the child has attained a composite score in or above the fourth stanine any nationally normed standardized achievement test or an equivalent score on the ACT, SAT or PSAT test or (ii) an evaluation or assessment that the superintendent determines to indicate that the child is achieving an adequate level of educational growth and progress, including: (a) an evaluation letter from a person licensed to teach

in any state, or a person with a master's degree or higher in an academic discipline, having knowledge of the child's academic progress, stating that the child is achieving an adequate level of educational growth and progress; or (b) a report card or transcript from a community college or college, college distance learning program or home-education correspondence school.

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No proof of immunization shall be required of any child upon submission of (i) an affidavit to the superintendent stating that the administration of immunizing agents conflicts with the parent's or guardian's religious tenets or practices or (ii) a written certification from a licensed physician, physician assistant, licensed advanced practice registered nurse, or local health department that one or more of the required immunizations may be detrimental to the child's health, indicating the specific nature of the medical condition or circumstance that contraindicates immunization.

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Disclosure of Information provided under Va. Code § 22.1-254(B)(1)

Notwithstanding any other applicable federal and state laws regarding disclosure of information, neither the superintendent nor the School Board shall disclose to the Department of Education or any other person or entity outside of the local school division information that is provided by a parent or student to satisfy the requirements of this policy or subdivision B 1 of Va. Code § 22.1-254. However, the superintendent or School Board may disclose, with the written consent of a student's parent, such information that was provided to satisfy the requirements of subdivision B 1 of Va. Code § 22.1-254, to the extent provided by the parent's consent.. Nothing in this policy prohibits the superintendent from notifying the Superintendent of Public Instruction of the number of students in the school division receiving home instruction.

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Adopted: July 14, 2025

Legal Refs.: 10 U.S.C. § 2031.

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	JFC	Student Conduct
	JO	Student Records

CHARTER SCHOOLS

Purpose

~~In order to (1) encourage the development of innovative programs; (2) provide opportunities for innovative instruction and student assessment; (3) provide parents and students more choices; (4) provide innovative scheduling, structure and management; (5) encourage the use of performance-based educational programs; (6) establish high standards for teachers and administrators; and (7) develop models for replication in other public schools, the BLANK School Board receives and considers applications for the establishment of charter schools.~~

In order to:

1. stimulate the development of innovative programs within public education;
2. provide opportunities for innovative instruction and assessment;
3. provide parents and students with more options within their school divisions;
4. provide teachers with a vehicle for establishing schools with alternative innovative instruction and school scheduling, management and structure;
5. encourage the use of performance-based educational programs;
6. establish high standards for both teachers and administrators; and
7. develop models for replication in other public schools,

the BLANK School Board receives and considers applications for the establishment of charter schools.

Definition of Charter School

A charter school is a public, nonreligious or non-home-based alternative school located within the BLANK School Division or operated jointly by multiple school divisions. A charter school may be created as a new school or by converting all or part of an existing public school. Conversions of private schools or home-based programs are not permitted. A charter school for at-risk pupils may be established as a residential school.

In establishing public charter schools within the division, the School Board gives priority to public charter school applications designed to increase the educational opportunities of at-risk students. At least one half of the public charter schools in the division must be designed for at-risk students. However, conversions of existing public schools into public charter schools that serve the same community as the existing public school do not count in the determination of school division compliance with the one-half requirement.

Enrollment in a charter school is open to any child who resides within the school division or, in the case of a regional public charter school, within any of the relevant school divisions, through a lottery process on a space-available basis, except that in the case of the conversion of an existing public school, students who attend the school and the siblings of such students are given the opportunity to enroll in advance of the lottery

process. Students eligible to enroll in the school division pursuant to Va. Code § 22.1-3.B because they are the children of military personnel on active military duty who will reside in the division may participate in the lottery process for charter schools in the division at the same time and in the same manner as students who reside in the division.

Public charter schools are subject to all federal laws and authorities as set forth in law and the charter contract. Public charter schools are subject to the same civil rights, health and safety requirements applicable to other public schools in the Commonwealth, except as otherwise provided by law.

Public charter schools are subject to the student assessment and accountability requirements applicable to other public schools. Nothing precludes a public charter school from establishing additional student assessment measures that go beyond state requirements if the School Board approves such measures.

Management committees of public charter schools are subject to and shall comply with the Virginia Freedom of Information Act (§ 2.2-3700 et seq.).

No public charter school shall discriminate against any individual on the basis of disability, race, creed, color, sex, sexual orientation, ~~gender,~~ gender identity, national origin, religion, ancestry, or need for special education services or any other unlawful basis, and each public charter school shall be subject to any court-ordered desegregation plan in effect for the school division.

No public charter school shall discriminate against any student on the basis of limited proficiency in English and each public charter school shall provide students who have limited proficiency in English with appropriate services designed to teach such students English and the general curriculum, consistent with federal civil rights laws.

No public charter school shall engage in any sectarian practices in its educational program, admissions or employment policies or operations.

Application Process

Any person, group or organization, including any institution of higher education, may submit an application for the formation of a public charter school to the BLANK School Board. A complete application includes the applicant's Virginia Public Charter School Application package submitted to the Board of Education, the result of the Board of Education's review of the application and the Charter School Application Addendum (LC-E [School Division] Charter School Application Addendum).[1] Prior to submitting a

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] This Policy Coding and Title is reference to VSBA sample policy coding. Boards should modify this sentence to identify their division's adopted policy title on the Charter School Application Addendum, if different.

charter school application to the School Board, a public charter school applicant shall submit its proposed charter application to the Board of Education for review and comment and a determination as to whether the application meets the approval criteria developed by the Board of Education. Charter School applications initiated by the BLANK School Board must conform to the Virginia Public Charter School Application. However, such applications are not required to receive Board of Education review and comment prior to action by the School Board.

The Board of Education examines all applications, other than those initiated by the School Board, for feasibility, curriculum, financial soundness and other objective criteria it may establish, consistent with existing state law. The Board of Education's review and comment is for the purpose of ensuring that the application conforms with such criteria. The school division may work with a charter school applicant before the application is submitted to the Board of Education for review and recommendation.

All public charter school applicants, other than those initiated by the School Board, must also complete the application addendum in the format provided in Exhibit LC-E [School Division] Charter School Application Addendum. The School Board ~~shall establish a "review team" consisting of appropriate school personnel, a local business representative and a resident charter school proponent to evaluate charter school applications. The School Board shall designate the chairman of the review team as the contact person for answering questions about the application process and receiving applications.~~ will establish a review team to evaluate new charter school applications and application renewals of charter school contracts. The review team will also advise the School Board in any situation when revocation of a charter school contract is under consideration.[2] The review team shall work cooperatively with applicants for charter schools. When an application is incomplete, the review team shall request the necessary information; an incomplete application is not grounds for denying a charter. However, if the applicant does not provide the necessary information within ~~a reasonable timeframe (established by the review team)~~[3] the timeframe established below then the application may be denied.

~~The review team shall (1) recommend to the School Board appropriate criteria for reviewing charter school applications; (2) evaluate all charter school applications based~~

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[2] ~~The School Board must ensure a fair and objective process for receiving and evaluating applications. Fairness and objectivity can be accomplished by establishing a review team.~~Virginia law states that school boards must establish procedures for receiving, reviewing, and ruling on charter school applications but does not mandate any details for those procedures. Thus, the details of the procedures are left to the discretion of each school board. The rest of this section of the policy provides one option for meeting this statutory requirement. Each school board should decide whether to adopt this option or create its own procedures for reviewing charter school applications.

[3] ~~The law does not address applicants who fail to provide the requested information. However, it seems logical to set some limit on the time for supplying incomplete information. Certainly, if the applicant does not provide the information within the timeframe for approval of applications, as established by the review team, then the application could not be recommended for approval for the next school year.~~

~~on the review criteria adopted by the School Board; (3) recommend one of the following options to the School Board for each application: approve, reject, place on a waiting list or return with suggestions for improvement; (4) monitor charter school progress; and (5) make recommendations for revocation, renewal or non-renewal of charter contracts.~~

The review team shall:

- recommend to the School Board appropriate criteria for reviewing charter school applications;
- evaluate all charter school applications based on the review criteria adopted by the School Board;
- recommend one of the following options to the School Board for each application: approve, reject, place on a waiting list or return with suggestions for improvement;
- monitor charter school progress; and
- make recommendations for revocation, renewal or non-renewal of charter contracts.

The BLANK School Board ~~shall establish procedures for receiving, reviewing and ruling on applications for the establishment of charter schools. Such procedures must include a timeline for the application and review process and the means for reviewing and evaluating each application, including the criteria on which the decision to grant or deny a charter will be based~~ establishes the following procedures for receiving, reviewing, and ruling on new charter school applications and applications for renewal of charter school applications: ~~.~~

[INSERT PROCEDURES][4]

See next two pages for inserts

~~-~~To provide appropriate opportunity for input from parents, teachers, citizens, and other interested parties and to obtain information to assist the School Board in its decision to grant or deny a public charter school application, the ~~procedures will provide for public notice and the receipt of comment on public charter school applications. The~~ School Board ~~shall give~~ gives public notice and receives comment on charter school applications. The School Board gives at least 14 days' notice of its intent to receive public comment on an application. A copy of the ~~procedures including the review criteria, shall be~~ this policy, including the new criteria, is posted on the division's website and a copy shall be made available to any interested party upon request.

School Board Decision

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[4] Virginia law leaves the entire application timeline and review process to the discretion of the School Board. Procedures may include timelines for the review team and school board, timelines for recommendation, and criteria for recommendations.

A. Establishment of a Staff Review Committee

Prior to consideration by the Tazewell County School Board, a staff review committee shall examine all charter school applications. The review committee will be chaired by the Deputy Superintendent and will include all directors. The applicant may request technical assistance from the staff review committee and/or the Virginia Department of Education during development, review, and/or reconsideration of its application.

B. Review of Charter Application

1. The staff review committee will evaluate the charter school application according to the criteria attached as an appendix to this regulation.

2. The staff review committee will make copies of the application available as needed for review and written comment by employee organizations, parent-teacher associations, and any other interested persons.

3. After reviewing an application, the staff review committee may schedule an interview with the applicant. To the extent practicable, any such interview shall be held at least 30 days prior to the final application deadline.

4. The staff review committee will provide its written recommendation to the School Board.

C. School Board Review and Notice of Action

After giving at least a 14 day notice of its intent to receive public comment, the School Board shall hold a public hearing on each proposed charter school application. The School Board shall determine, in its discretion: whether the application before it is complete and responsive; whether the proposal is sound in all aspects; and whether the proposed charter school is in the public interest and serves the welfare of the students within the Tazewell County Public Schools. The Board may take any one or more of the following actions with respect to each application:

1. Accept without conditions.

2. Accept with conditions.

3. Reject.

4. Place on a waiting list.

5. Return with suggested modifications.

6. Defer action.

7. Return with request for additional information.

Written notice of the Tazewell County School Board's decision shall be sent to the applicant. If an application is denied, the Tazewell County School Board shall communicate its decision and reasons for denial to the applicant.

D. Reconsideration of New or Renewal Application Denial, or Charter Revocation

1. If the School Board denies a charter school application, or revokes, or fails to renew a charter agreement, the Board will provide its reasons for such decision in writing to the applicant, and will post such reasons to the Board's web site. The applicant will then be entitled, within 60 days from the notice of denial, revocation, or non-renewal, to petition the School Board for reconsideration. Such reconsideration will be decided by the School Board within 60 days after the date of the petition's timely filing with Tazewell County Public Schools.

2. The School Board's process for reviewing petitions of reconsideration shall include review by the school system staff review committee, public notice and a public hearing, and action on the petition by the School Board. The petition of reconsideration shall include an application amended to respond to the reasons given by the School Board for its decision on the initial application. The petition shall summarize and document in detail the adjustments made to the charter school proposal in response to the School Board's reasons for denial of the initial application.

3. Upon reconsideration, the decision of the School Board to grant or deny a public charter school application or to revoke or fail to renew a charter agreement shall be final and not subject to appeal.

4. Nothing in this section shall prohibit an applicant whose application has been denied or a grantee whose charter has been revoked or not renewed from submitting a new application pursuant to § 22.1-212.9 of the Code of Virginia.

E. Revocation or Failure of a Charter

A charter may be revoked or not renewed if the charter school:

1. Violates the conditions, standards, or procedures established in the charter school application.

2. Fails to meet the program goals and/or student performance standards identified in the charter application, or to make reasonable progress toward their achievement.

3. Fails to meet generally accepted standards of fiscal management.

4. Violates any provision of state or local law, regulation, or standard from which the charter school was not specifically exempted.

A school's charter may also be revoked or not renewed if the Tazewell County School Board determines, at its discretion, that it is not in the public interest or in the interest of student welfare within the Tazewell County school division to continue the operation of the charter school.

F. Reassignment of Students

In the event that a charter school fails or discontinues operations for any reason, its students shall be returned to their respective base schools, unless alternative arrangements have been approved by the School Board.

If the School Board denies a public charter school application, or revokes or fails to renew a charter agreement, it shall provide to the applicant or grantee its reasons, in writing, for such decision, and it shall post such reasons on its website. A public charter school applicant whose application was denied, or a grantee whose charter was revoked or not renewed, is entitled to petition the School Board for reconsideration. The petition for reconsideration shall be filed no later than 60 days from the date the public charter school application is denied, or the charter agreement is revoked or fails to be renewed. Such reconsideration shall be decided within 60 days of the filing of the petition.

The School Board shall establish a process for reviewing petitions of reconsideration, which shall include an opportunity for public comment. The petition of reconsideration may include an amended application based on the reasons given by the School Board for such decision. Prior to seeking reconsideration, an applicant or grantee may seek technical assistance from the Superintendent of Public Instruction to address the reasons for denial, revocation or non-renewal.

Upon reconsideration, the decision of the School Board to grant or deny a public charter school application or to revoke or fail to renew a charter agreement is final and not subject to appeal. Following a decision to deny a public charter school application or to revoke or fail to renew a charter agreement, the School Board submits documentation to the Board of Education as to the rationale for the School Board's decision. The Board of Education has no authority to grant or deny a public charter school application or to revoke or fail to renew a charter agreement but may communicate any Board finding relating to the rationale for the School Board's denial of the public charter school application or revocation of or failure to renew the charter agreement based on the documentation submitted in any school division in which at least half of the schools receive funding pursuant to Title I, Part A.

Nothing in this policy prohibits an applicant whose application has been denied or a grantee whose charter has been revoked or not renewed from submitting a new application.

Charter Contract

Within 90 days of approval of a charter application, the School Board and the management committee of the approved public charter school shall execute a charter contract that clearly sets forth (i) the academic and operational performance expectations and measures by which the public charter school will be judged and (ii) the administrative relationship between the School Board and public charter school, including each party's rights and duties. The 90-day period may be extended by up to 30 days by mutual agreement of the parties. Such performance expectations and measures shall include applicable federal and state accountability requirements and may be refined or amended by mutual agreement after the public charter school has collected baseline achievement data for its enrolled students.

The academic and operational performance expectations and measures in the charter contract shall be based on a performance framework that clearly sets forth the academic and operational performance indicators, measures and metrics that will guide the School Board's evaluations of the public charter school. The performance framework shall include indicators, measures and metrics for:

- student academic proficiency;
- student academic growth;
- achievement gaps in both proficiency and growth between the major student subgroups based on gender, race, poverty status, special education status, English language learner status and gifted status;
- attendance;
- recurrent annual enrollment;
- postsecondary education readiness of high school students;
- financial performance and sustainability; and
- the performance and stewardship of the management committee, including compliance with all applicable laws, regulations and terms of the charter contract.

The performance framework shall allow the inclusion of additional rigorous, valid and reliable indicators proposed by the charter school to augment external evaluations of its performance, provided that the School Board approves the quality and rigor of such indicators.

The performance framework shall require the disaggregation of all student performance data by major student subgroups based on gender, race, poverty status, special education status, English language learner status and gifted status.

Annual performance targets shall be set by the public charter school and the School Board and shall be designed to help each school meet applicable federal, state and School Board expectations.

The charter contract shall be signed by the chairman of the School Board and the president or chairman of the public charter school's management committee. Within 10 days of executing a charter contract, the School Board shall submit to the Board written notification of the charter contract execution, including a copy of the executed charter contract and any attachments.

No public charter school shall commence operations without a charter contract executed in accordance with this policy and approved in an open meeting of the School Board.

Waivers of School Board Policy and State Regulation

A charter school may operate free from School Board policies and state regulations, except the Standards of Quality, the Standards of Accreditation and

Standards of Learning, as agreed in the charter contract. The School Board shall request from the Board of Education, on behalf of its charter schools, waivers from state regulation contained in each approved charter application. If the charter school is designed to increase the opportunities of at-risk students, then the School Board shall request that the Board of Education approve an Individual School Accreditation Plan.

Management and Operation

A charter school shall be administered and operated by a management committee in the manner agreed to in the charter contract. The management committee shall be composed of parents of students enrolled in the school, teachers and administrators working in the school and representatives of any community sponsors., ~~or any combination thereof. A~~ Pursuant to a charter agreement, a charter school shall be responsible for its own operations, including, but not limited to such budget preparation, contracts for services, and personnel matters as are specified in the agreement. ~~However, a charter school may negotiate and contract with the School Board, or any other third party, for the provision of necessary services; services provided by the School Board must be provided at cost.~~ A charter school may negotiate and contract with a school division, the governing body of a public institution of higher education, or any third party for the use of a school building and grounds, the operation and maintenance thereof, and the provision of any service, activity, or undertaking which the charter school is required to perform in order to carry out the educational program described in the charter agreement. Any services for which a charter school contracts with a school division shall not exceed the division's costs to provide such services.

The applicant and members of the management committee, administrators, and other personnel serving in a public charter school must disclose any ownership or financial interest they may have in renovating, lending, granting, or leasing public charter school facilities.

Personnel

~~Charter school personnel shall be selected as agreed in the charter contract. Such personnel may, but are not required, to be employees of the School Board. However, all~~ At the discretion of the School Board, charter personnel may be employees of the School Board. All charter school personnel shall be subject to the provisions of Va. Code §§ 22.1-296.1, 22.1-296.2 and 22.1-296.4.

Professional, licensed employees currently employed by the School Board may volunteer for assignment to a charter school and may be assigned by the School Board to a charter school for one contract year and reassigned annually upon the request of the employee and management committee. Professional, licensed employees assigned to a charter school shall receive the same employment benefits as such personnel assigned to noncharter schools. Professional, licensed personnel who request assignment to a noncharter school or who are not recommended for reassignment in

the charter school, other than for reasons cited in § 22.1-307 of the Code of Virginia, shall be transferred to a noncharter school according to School Board policy.[5]

The School Board may employ health, mental health, social services and other related personnel to serve in residential charter schools for at-risk students as determined in the charter agreement. However, the School Board is not required to fund the residential or other services provided by a residential charter school.

The School Board has the final authority to assign professional, licensed personnel to charter or other schools within the division.[6]

Funding

~~Charter schools shall be funded as provided by law and negotiated in the charter contract.~~The School Board may establish by contract the conditions for funding the public charter school, including funding for the educational program to be provided by a residential charter school for at-risk students. In accordance with subsection D, the per pupil funding provided to the charter school by the School Board shall be negotiated in the charter agreement and shall be commensurate with the average school-based costs of educating the students in the existing schools in the division unless the cost of operating the charter school is less than that average school-based cost.

Revocation and Renewal of the Charter Contract[7]

The School Board may revoke a charter contract if

- the charter school violates the conditions, standards or procedures established in the application;
- the charter school violates a material term of the charter contract (for example, failing to provide required reports to the School Board); [8]
- the charter school fails to meet or make reasonable progress toward achievement of the content standards or student performance standards identified in the charter application;

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[5] A provision dealing with the transfer of charter school personnel should be added to School Board policies governing personnel.

[6] Unilaterally assigning personnel to a charter school may stifle the innovation and choice which were reasons for granting the charter. However, the ultimate authority to assign personnel rests in the School Board.

[7] Va. Code § 22.1-212.12(C) states that nothing in the section shall be construed to restrict the authority of the School Board to decline to renew a charter contract. This section suggests that the School Board is not limited to the statutory criteria in making a renewal decision. However, if other criteria are used in the renewal decision, then they should be stated in policy.

[8] Although not explicitly stated in the law, a charter could be revoked for a material violation of its terms.

- the charter school fails to meet generally accepted standards of fiscal management; or
- the charter school violates any provision of law from which it was not specifically exempted.

A charter contract may be renewed for up to five years. The management committee must apply to renew the charter by [INSERT AMOUNT OF TIME] before the charter expires.[9] **six months**

The application for renewal shall contain

- a report on the progress of the charter school in achieving the goals, objectives, program and performance standards for students and other conditions and terms the School Board required in the charter
- a financial statement, on forms prescribed by the Board of Education, disclosing the costs of administration, instruction and other spending categories which is written in a way to allow the School Board and the public to compare such costs to the costs of other schools and comparable organizations
- other information the School Board may require

If a charter contract is revoked or not renewed, or a charter school is dissolved, the management committee shall be responsible for all financial obligations of the charter school.[10]

Reports

The School Board reports the following to the Board of Education:

- the grant or denial of charter applications, applications for renewal, and the revocation of any charter contract; for any such denial, revocation or failure to renew, the report to the Board of Education contains documentation as to the reason for the denial or revocation
- whether a public charter school is designed to increase the educational opportunities of at-risk students

The Board of Education will report the number of public charter schools established in Virginia, and the number of charters denied, in its annual report to the Governor and the General Assembly.

Adopted:

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[9] There is no statutory deadline for submitting a renewal application. Each school board should select a sufficient amount of time before the expiration of the charter contract to allow the conclusion of financial and administrative operations, including the reassignment of personnel, to be accomplished.

[10] This provision should be included in the charter contract.

Legal Refs: 20 U.S.C. § 6311.

Code of Virginia, 1950, as amended, §§ 22.1-3, 22.1-212.5 et seq.

Cross Refs:

KBA	Requests for Public Records
KBA-F1	Request for Public Records
KBA-F2	Record of Inspection and/or Delivery of Copies
KBA-R	Requests for Public Records
LC-E	[School Division] Charter School Application Addendum

CHARTER SCHOOLS

Purpose

In order to:

1. stimulate the development of innovative programs within public education;
2. provide opportunities for innovative instruction and assessment;
3. provide parents and students with more options within their school divisions;
4. provide teachers with a vehicle for establishing schools with alternative innovative instruction and school scheduling, management and structure;
5. encourage the use of performance-based educational programs;
6. establish high standards for both teachers and administrators; and
7. develop models for replication in other public schools,

the Tazewell County School Board receives and considers applications for the establishment of charter schools.

Definition of Charter School

A charter school is a public, nonreligious or non-home-based alternative school located within the Tazewell County School Division or operated jointly by multiple school divisions. A charter school may be created as a new school or by converting all or part of an existing public school. Conversions of private schools or home-based programs are not permitted. A charter school for at-risk pupils may be established as a residential school.

In establishing public charter schools within the division, the School Board gives priority to public charter school applications designed to increase the educational opportunities of at-risk students. At least one half of the public charter schools in the division must be designed for at-risk students. However, conversions of existing public schools into public charter schools that serve the same community as the existing public school do not count in the determination of school division compliance with the one-half requirement.

Enrollment in a charter school is open to any child who resides within the school division or, in the case of a regional public charter school, within any of the relevant school divisions, through a lottery process on a space-available basis*,* except that in the case of the conversion of an existing public school, students who attend the school and the siblings of such students are given the opportunity to enroll in advance of the lottery process. Students eligible to enroll in the school division pursuant to Va. Code § 22.1-3.B because they are the children of military personnel on active military duty who will reside in the division may participate in the lottery process for charter schools in the division at the same time and in the same manner as students who reside in the division.

Public charter schools are subject to all federal laws and authorities as set forth in law and the charter contract. Public charter schools are subject to the same civil rights, health and safety requirements applicable to other public schools in the Commonwealth, except as otherwise provided by law.

Public charter schools are subject to the student assessment and accountability requirements applicable to other public schools. Nothing precludes a public charter school from establishing additional student assessment measures that go beyond state requirements if the School Board approves such measures.

Management committees of public charter schools are subject to and shall comply with the Virginia Freedom of Information Act (§ 2.2-3700 et seq.).

No public charter school shall discriminate against any individual on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ancestry, or need for special education services or any other unlawful basis, and each public charter school shall be subject to any court-ordered desegregation plan in effect for the school division.

No public charter school shall discriminate against any student on the basis of limited proficiency in English and each public charter school shall provide students who have limited proficiency in English with appropriate services designed to teach such students English and the general curriculum, consistent with federal civil rights laws.

No public charter school shall engage in any sectarian practices in its educational program, admissions or employment policies or operations.

Application Process

Any person, group or organization, including any institution of higher education, may submit an application for the formation of a public charter school to the Tazewell County School Board. A complete application includes the applicant's Virginia Public Charter School Application package submitted to the Board of Education, the result of the Board of Education's review of the application and the Charter School Application Addendum (LC-E [School Division] Charter School Application Addendum). Prior to submitting a charter school application to the School Board, a public charter school applicant shall submit its proposed charter application to the Board of Education for review and comment and a determination as to whether the application meets the approval criteria developed by the Board of Education. Charter School applications initiated by the Tazewell County School Board must conform to the Virginia Public Charter School Application. However, such applications are not required to receive Board of Education review and comment prior to action by the School Board.

The Board of Education examines all applications, other than those initiated by the School Board, for feasibility, curriculum, financial soundness and other objective criteria it may establish, consistent with existing state law. The Board of Education's review and comment is for the purpose of ensuring that the application conforms with

such criteria. The school division may work with a charter school applicant before the application is submitted to the Board of Education for review and recommendation.

All public charter school applicants, other than those initiated by the School Board, must also complete the application addendum in the format provided in Exhibit LC-E [School Division] Charter School Application Addendum. The School Board will establish a review team to evaluate new charter school applications and application renewals of charter school contracts. The review team will also advise the School Board in any situation when revocation of a charter school contract is under consideration. The review team shall work cooperatively with applicants for charter schools. When an application is incomplete, the review team shall request the necessary information; an incomplete application is not grounds for denying a charter. However, if the applicant does not provide the necessary information within the timeframe established below then the application may be denied.

The review team shall:

- recommend to the School Board appropriate criteria for reviewing charter school applications;
- evaluate all charter school applications based on the review criteria adopted by the School Board;
- recommend one of the following options to the School Board for each application: approve, reject, place on a waiting list or return with suggestions for improvement;
- monitor charter school progress; and
- make recommendations for revocation, renewal or non-renewal of charter contracts.

The Tazewell County School Board establishes the following procedures for receiving, reviewing, and ruling on new charter school applications and applications for renewal of charter school applications:

A. Establishment of a Staff Review Committee

Prior to consideration by the Tazewell County School Board, a staff review committee shall examine all charter school applications. The review committee will be chaired by the Deputy Superintendent and will include all directors. The applicant may request technical assistance from the staff review committee and/or the Virginia Department of Education during development, review, and/or reconsideration of its application.

B. Review of Charter Application

1. The staff review committee will evaluate the charter school application according to the criteria attached as an appendix to this regulation.

2. The staff review committee will make copies of the application available as needed for review and written comment by employee organizations, parent-teacher associations, and any other interested persons.

3. After reviewing an application, the staff review committee may schedule an interview with the applicant. To the extent practicable, any such interview shall be held at least 30 days prior to the final application deadline.

4. The staff review committee will provide its written recommendation to the School Board.

C. School Board Review and Notice of Action

After giving at least a 14-day notice of its intent to receive public comment, the School Board shall hold a public hearing on each proposed charter school application. The School Board shall determine, in its discretion: whether the application before it is complete and responsive; whether the proposal is sound in all aspects; and whether the proposed charter school is in the public interest and serves the welfare of the students within the Tazewell County Public Schools. The Board may take any one or more of the following actions with respect to each application:

1. Accept without conditions.

2. Accept with conditions.

3. Reject.

4. Place on a waiting list.

5. Return with suggested modifications.

6. Defer action.

7. Return with request for additional information.

Written notice of the Tazewell County School Board's decision shall be sent to the applicant. If an application is denied, the Tazewell County School Board shall communicate its decision and reasons for denial to the applicant.

D. Reconsideration of New or Renewal Application Denial, or Charter Revocation

1. If the School Board denies a charter school application, or revokes, or fails to renew a charter agreement, the Board will provide its reasons for such decision in writing to the applicant, and will post such reasons to the Board’s web site. The applicant will then be entitled, within 60 days from the notice of denial, revocation, or non-renewal, to petition the School Board for reconsideration. Such reconsideration will be decided by the

School Board within 60 days after the date of the petition's timely filing with Tazewell County Public Schools.

2. The School Board's process for reviewing petitions of reconsideration shall include review by the school system staff review committee, public notice and a public hearing, and action on the petition by the School Board. The petition of reconsideration shall include an application amended to respond to the reasons given by the School Board for its decision on the initial application. The petition shall summarize and document in detail the adjustments made to the charter school proposal in response to the School Board's reasons for denial of the initial application.

3. Upon reconsideration, the decision of the School Board to grant or deny a public charter school application or to revoke or fail to renew a charter agreement shall be final and not subject to appeal.

4. Nothing in this section shall prohibit an applicant whose application has been denied or a grantee whose charter has been revoked or not renewed from submitting a new application pursuant to § 22.1-212.9 of the Code of Virginia.

E. Revocation or Failure of a Charter

A charter may be revoked or not renewed if the charter school:

1. Violates the conditions, standards, or procedures established in the charter school application.

2. Fails to meet the program goals and/or student performance standards identified in the charter application, or to make reasonable progress toward their achievement.

3. Fails to meet generally accepted standards of fiscal management.

4. Violates any provision of state or local law, regulation, or standard from which the charter school was not specifically exempted.

A school's charter may also be revoked or not renewed if the Tazewell County School Board determines, at its discretion, that it is not in the public interest or in the interest of student welfare within the Tazewell County school division to continue the operation of the charter school.

F. Reassignment of Students

In the event that a charter school fails or discontinues operations for any reason, its students shall be returned to their respective base schools, unless alternative arrangements have been approved by the School Board.

To provide appropriate opportunity for input from parents, teachers, citizens, and other interested parties and to obtain information to assist the School Board in its decision to grant or deny a public charter school application, the School Board gives public notice and receives comment on charter school applications. The School Board gives at least 14 days' notice of its intent to receive public comment on an application. A copy of the policy, including the new criteria, is posted on the division's website and a copy shall be made available to any interested party upon request.

School Board Decision

If the School Board denies a public charter school application, or revokes or fails to renew a charter agreement, it shall provide to the applicant or grantee its reasons, in writing, for such decision, and it shall post such reasons on its website. A public charter school applicant whose application was denied, or a grantee whose charter was revoked or not renewed, is entitled to petition the School Board for reconsideration. The petition for reconsideration shall be filed no later than 60 days from the date the public charter school application is denied, or the charter agreement is revoked or fails to be renewed. Such reconsideration shall be decided within 60 days of the filing of the petition.

The School Board shall establish a process for reviewing petitions of reconsideration, which shall include an opportunity for public comment. The petition of reconsideration may include an amended application based on the reasons given by the School Board for such decision. Prior to seeking reconsideration, an applicant or grantee may seek technical assistance from the Superintendent of Public Instruction to address the reasons for denial, revocation or non-renewal.

Upon reconsideration, the decision of the School Board to grant or deny a public charter school application or to revoke or fail to renew a charter agreement is final and not subject to appeal. Following a decision to deny a public charter school application or to revoke or fail to renew a charter agreement, the School Board submits documentation to the Board of Education as to the rationale for the School Board's decision. The Board of Education has no authority to grant or deny a public charter school application or to revoke or fail to renew a charter agreement but may communicate any Board finding relating to the rationale for the School Board's denial of the public charter school application or revocation of or failure to renew the charter agreement based on the documentation submitted in any school division in which at least half of the schools receive funding pursuant to Title I, Part A.

Nothing in this policy prohibits an applicant whose application has been denied or a grantee whose charter has been revoked or not renewed from submitting a new application.

Charter Contract

Within 90 days of approval of a charter application, the School Board and the management committee of the approved public charter school shall execute a charter

contract that clearly sets forth (i) the academic and operational performance expectations and measures by which the public charter school will be judged and (ii) the administrative relationship between the School Board and public charter school, including each party's rights and duties. The 90-day period may be extended by up to 30 days by mutual agreement of the parties. Such performance expectations and measures shall include applicable federal and state accountability requirements and may be refined or amended by mutual agreement after the public charter school has collected baseline achievement data for its enrolled students.

The academic and operational performance expectations and measures in the charter contract shall be based on a performance framework that clearly sets forth the academic and operational performance indicators, measures and metrics that will guide the School Board's evaluations of the public charter school. The performance framework shall include indicators, measures and metrics for:

- student academic proficiency;
- student academic growth;
- achievement gaps in both proficiency and growth between the major student subgroups based on gender, race, poverty status, special education status, English language learner status and gifted status;
- attendance;
- recurrent annual enrollment;
- postsecondary education readiness of high school students;
- financial performance and sustainability; and
- the performance and stewardship of the management committee, including compliance with all applicable laws, regulations and terms of the charter contract.

The performance framework shall allow the inclusion of additional rigorous, valid and reliable indicators proposed by the charter school to augment external evaluations of its performance, provided that the School Board approves the quality and rigor of such indicators.

The performance framework shall require the disaggregation of all student performance data by major student subgroups based on gender, race, poverty status, special education status, English language learner status and gifted status.

Annual performance targets shall be set by the public charter school and the School Board and shall be designed to help each school meet applicable federal, state and School Board expectations.

The charter contract shall be signed by the chairman of the School Board and the president or chairman of the public charter school's management committee. Within 10 days of executing a charter contract, the School Board shall submit to the Board written notification of the charter contract execution, including a copy of the executed charter contract and any attachments.

No public charter school shall commence operations without a charter contract executed in accordance with this policy and approved in an open meeting of the School Board.

Waivers of School Board Policy and State Regulation

A charter school may operate free from School Board policies and state regulations, except the Standards of Quality, the Standards of Accreditation and Standards of Learning, as agreed in the charter contract. The School Board shall request from the Board of Education, on behalf of its charter schools, waivers from state regulation contained in each approved charter application. If the charter school is designed to increase the opportunities of at-risk students, then the School Board shall request that the Board of Education approve an Individual School Accreditation Plan.

Management and Operation

A charter school shall be administered and operated by a management committee in the manner agreed to in the charter contract. The management committee shall be composed of parents of students enrolled in the school, teachers and administrators working in the school and representatives of any community sponsors. Pursuant to a charter agreement, a charter school shall be responsible for its own operations, including, but not limited to such budget preparation, contracts for services, and personnel matters as are specified in the agreement. A charter school may negotiate and contract with a school division, the governing body of a public institution of higher education, or any third party for the use of a school building and grounds, the operation and maintenance thereof, and the provision of any service, activity, or undertaking which the charter school is required to perform in order to carry out the educational program described in the charter agreement. Any services for which a charter school contracts with a school division shall not exceed the division's costs to provide such services.

The applicant and members of the management committee, administrators, and other personnel serving in a public charter school must disclose any ownership or financial interest they may have in renovating, lending, granting, or leasing public charter school facilities.

Personnel

At the discretion of the School Board, charter personnel may be employees of the School Board. All charter school personnel shall be subject to the provisions of Va. Code §§ 22.1-296.1, 22.1-296.2 and 22.1-296.4.

Professional, licensed employees currently employed by the School Board may volunteer for assignment to a charter school and may be assigned by the School Board to a charter school for one contract year and reassigned annually upon the request of the employee and management committee. Professional, licensed employees assigned to a charter school shall receive the same employment benefits as such personnel

assigned to noncharter schools. Professional, licensed personnel who request assignment to a noncharter school or who are not recommended for reassignment in the charter school, other than for reasons cited in § 22.1-307 of the Code of Virginia, shall be transferred to a noncharter school according to School Board policy.

The School Board may employ health, mental health, social services and other related personnel to serve in residential charter schools for at-risk students as determined in the charter agreement. However, the School Board is not required to fund the residential or other services provided by a residential charter school.

The School Board has the final authority to assign professional, licensed personnel to charter or other schools within the division.

Funding

The School Board may establish by contract the conditions for funding the public charter school, including funding for the educational program to be provided by a residential charter school for at-risk students. In accordance with subsection D, the per pupil funding provided to the charter school by the School Board shall be negotiated in the charter agreement and shall be commensurate with the average school-based costs of educating the students in the existing schools in the division unless the cost of operating the charter school is less than that average school-based cost.

Revocation and Renewal of the Charter Contract

The School Board may revoke a charter contract if

- the charter school violates the conditions, standards or procedures established in the application;
- the charter school violates a material term of the charter contract (for example, failing to provide required reports to the School Board);
- the charter school fails to meet or make reasonable progress toward achievement of the content standards or student performance standards identified in the charter application;
- the charter school fails to meet generally accepted standards of fiscal management; or
- the charter school violates any provision of law from which it was not specifically exempted.

A charter contract may be renewed for up to five years. The management committee must apply to renew the charter by six months before the charter expires.

The application for renewal shall contain

- a report on the progress of the charter school in achieving the goals, objectives, program and performance standards for students and other conditions and terms the School Board required in the charter

- a financial statement, on forms prescribed by the Board of Education, disclosing the costs of administration, instruction and other spending categories which is written in a way to allow the School Board and the public to compare such costs to the costs of other schools and comparable organizations
- other information the School Board may require

If a charter contract is revoked or not renewed, or a charter school is dissolved, the management committee shall be responsible for all financial obligations of the charter school.

Reports

The School Board reports the following to the Board of Education:

- the grant or denial of charter applications, applications for renewal, and the revocation of any charter contract; for any such denial, revocation or failure to renew, the report to the Board of Education contains documentation as to the reason for the denial or revocation
- whether a public charter school is designed to increase the educational opportunities of at-risk students

The Board of Education will report the number of public charter schools established in Virginia, and the number of charters denied, in its annual report to the Governor and the General Assembly.

Adopted: July 14, 2025

Legal Refs: 20 U.S.C. § 6311.

Code of Virginia, 1950, as amended, §§ 22.1-3, 22.1-212.5 et seq.

Cross Refs:

	KBA	Requests for Public Records
	KBA-F1	Request for Public Records
	KBA-F2	Record of Inspection and/or Delivery of Copies
	KBA-R	Requests for Public Records
	LC-E	[School Division] Charter School Application Addendum

[SCHOOL DIVISION] CHARTER SCHOOL APPLICATION ADDENDUM

Any person, group or organization may submit an application for the formation of a charter school. Applicants must follow state law and School Board policy regarding charter schools. A complete **[SCHOOL DIVISION]** Charter School Application ("Application") consists of:

- ~~(i)~~ the Applicant's *Virginia Public Charter School Application* package submitted to the State Board of Education,
- ~~(ii)~~ the result of the State Board of Education's review of the Applicant's state application, and
- ~~(iii)~~ the **[SCHOOL DIVISION]'s** *Charter School Application Addendum* prepared in accordance with this policy.

However, Charter School applications initiated by the **BLANK SCHOOL BOARD** are not required to receive Board of Education review and comment prior to action by the School Board.

Applications

Applications must be received by the **[INSERT PERSON]**[1] on or before **[INSERT DATE]**[2] prior to the year in which the charter school desires to open.

~~. An original plus **[INSERT NUMBER]**[3] copies of the application must be submitted.~~ An application fee of $**[INSERT AMOUNT]**[4] shall be submitted with the application.

Applicants must follow the application addendum format provided below.

I. Goals and Objectives; Educational Program

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] ~~Designate~~ The school board should designate one person, ~~the "review team" chairman,~~perhaps the review team chair, to receive applications and serve as the contact person with applicants to answer questions.

[2] Set a deadline for receiving applications. Because Virginia law is silent as to the timing of applications, any reasonable deadline is permissible. Choose a timeframe, perhaps 8-12 months prior to the opening of a charter school, that gives your review team enough time to thoroughly evaluate the application and make recommendations to the School Board.

[3] ~~The applicant should provide enough copies of the application for each stage of review.~~

[4] Virginia law does not explicitly permit or prohibit an application fee. A reasonable fee to cover expenses associated with the application process may be desirable.

Provide a statement of the goals and objectives of the proposed public charter school. The following components must be addressed:

1. A description of the performance-based goals. To the extent possible, the application should include the academic performance indicators, measures and metrics that will guide the BLANK School Board's evaluations of the charter school and should include, at minimum:
    - ~~1.~~ student academic proficiency;
    - ~~2.~~ student academic growth;
    - ~~3.~~ academic gaps in both proficiency and growth between major student subgroups;
    - ~~4.~~ attendance;
    - ~~5.~~ recurrent enrollment from year to year; and
    - ~~6.~~ postsecondary readiness (for high schools).

2. A description of the measurable educational objectives to be achieved by the public charter school.

3. A description of the pupil performance standards and curriculum, which must meet or exceed any applicable Virginia Standards of Quality.

4. A description of how the Virginia Standards of Learning (SOL) and the corresponding SOL Curriculum Framework will be used as the foundation for curricula to be implemented for each grade or course in the public charter school. Include within the description how the goals and objectives of the curricula will meet or exceed the Virginia Standards of Learning, address student performance standards related to state and federal assessment standards and include measurable outcomes.

5. A description of any internal and external assessment to be used to measure pupil progress towards achievement of the school's pupil performance standards, in addition to the SOL assessments prescribed by Va. Code § 22.1-253.13:3.

6. A description of the public charter school assessment plan to obtain student performance data, which includes how the data will be used to monitor and improve achievement and how program effectiveness will be measured over a specified period of time. Also provide benchmark data on how student achievement will be measured and how these data will be established and documented in the first year of operation and how the data will be measured over each year of the term of the charter. The benchmark data should address targets for student improvement to be met in each year.

7. The timeline for achievement of pupil performance standards, in accordance with the Virginia SOL.

8. An explanation of the corrective actions to be taken in the event that pupil performance at the public charter school falls below the standards outlined in the Virginia Board of Education's *Regulations Establishing Standards for Accrediting Public Schools in Virginia*.

9. Information regarding the minimum and maximum enrollment per grade for each year during the term of the charter contract, as well as class size and structure for each grade served by the public charter school.

~~9.~~

10. Information regarding the proposed calendar and a sample daily schedule, including any plans to open prior to Labor Day.

11. A description of plans for identifying and successfully serving students with disabilities, English Learners, academically at-risk students and gifted and talented students which include the extent of the involvement of the School Board in providing such services.

12. If applicable, the following components should be addressed:
    - ~~1.~~ • any plans to utilize virtual learning in the educational program, including identification of the virtual learning source and a description of how virtual learning will be used and an estimate of how many students are expected to participate.
    - ~~2.~~ • a general description of any alternative accreditation plans, in accordance with the Virginia Board of Education's *Regulations Establishing Standards for Accrediting Public Schools in Virginia* ~~(8 VAC 20-131-420)~~(8 VAC 20-132-310), that the public charter school will request the School Board to submit to the Virginia Board of Education for approval.
    - ~~3.~~ • a general description of any alternative accreditation plan for serving students with disabilities, in accordance with the Virginia Board of Education's *Regulations Governing Special Education Programs For Children With Disabilities in Virginia* that the public charter school will request the School Board to submit to the Virginia Board of Education for approval.

II. Evidence of Support

Provide evidence that an adequate number of parents, teachers, pupils or any combination thereof, supports the formation of a public charter school. The following components must be addressed:

- Information and materials indicating how parents, the community and other stakeholders were involved in supporting the application for the public charter

school.
- Tangible evidence of support for the public charter school from parents, teachers, students and residents, or any combination thereof, including but not limited to information regarding the number of persons and organizations involved in the process and petitions related to the establishment of the charter school.
- A description of how parental involvement will be used to support the education needs of the students, the school's mission and philosophy and its educational focus.

III. Statement of Need

Describe the need for a public charter school in the school division or relevant part of the school division. The following components must be addressed:

- A statement of the need for a public charter school that describes the targeted school population to be served and the reasons for locating the school in its proposed location.
- An explanation of why the public charter school is being formed. (Is the school being formed at the requests of parents or community organizations? How was the need determined? What data were examined as part of the needs assessment? Briefly describe the need and include a summary of the quantitative data.)
- An explanation of why a public charter school is an appropriate vehicle to address the identified need.

IV. Applicant Information

List the name, address, phone number and qualifications of the applicant(s) and designate an applicant contact person.

V. Facility

Describe the facility(ies) to be used for the charter school or the plan for the acquisition of a facility. The description should address:

- how the facility provides suitable instructional space;
- provisions for library services;
- provisions for the safe administration and storage of student records;
- provisions for the safe administration and storage of student medications;
- the applicant's plan for complying with building and fire codes and the federal Americans with Disabilities Act (ADA);
- information on emergency evacuation plans;
- information regarding site location and preparation;
- the structure of operation and maintenance services; and
- financial arrangements for the facility, including any lease arrangements with

the School Board or other entities and whether any debt will be incurred.

If the facility is not property of the school division, then the following must be provided:

- a certificate of occupancy;
- a health inspection certificate;
- an annual fire certificate of inspection;
- proof of compliance with federal, state and local health and safety laws and regulations; and
- a copy of the lease or contract under which the charter school will use the facility.

If the facility is property of the school division, then describe plans, if any, for alteration or renovation.[5]

VI. Enrollment Process

Describe the enrollment process that is consistent with all federal and state laws and regulations and constitutional provisions prohibiting discrimination that are applicable to public schools and with any court-ordered desegregation plan in effect for the school division or, in the case of a regional public charter school, in effect for any of the relevant school divisions. The following components must be addressed:

- A description of the lottery process to be used for the establishment of a waiting list for students for whom space is not available.
- A description of a tailored admission policy that meets the specific mission or focus of the public charter school, if applicable.
- A timeline for when the lottery process will begin for the first academic year of enrollment and when parents will be notified of the outcome of the lottery process.
- A description of any enrollment-related policies and procedures that address special situations, such as the enrollment of siblings and children of faculty and founders and the enrollment of nonresident students, if applicable.
- An explanation of how the applicant will ensure that, consistent with the public charter school's mission and purpose, community outreach has been undertaken so that special populations are aware of the formation of the public charter school and that enrollment is open to all students residing in the school division where the public charter school is located or in school divisions participating in a regional charter school.

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[5] The School Board may not charge rent for available school division facilities.

- A description of how the transfer of student records and other program information to and from the public charter school will be accomplished.
- A description of how students seeking enrollment after the school year begins will be accommodated.

In the case of the conversion of an existing public school, describe how students who attend the school and the siblings of such students shall be given the opportunity to enroll in advance of the lottery process.

VII. Employment Terms and Conditions

Provide an explanation of the relationship that will exist between the proposed public charter school and its employees, including evidence that the terms and conditions of employment have been addressed with affected employees. At the discretion of the School Board, charter school personnel may be employees of the School Board, or Boards, granting the charter. Any personnel not employed by the School Board shall remain subject to the provisions of Va. Code §§ 22.1-296.1, 22.1-296.2, and 22.1-296.4. The following components must be addressed:

- A plan that addresses the qualification of teachers and administrators at the public charter school, including compliance with state law and regulation regarding Virginia Board of Education licensing requirements.
- A plan to provide high-quality professional development programs.
- Provisions for the evaluation of staff at regular intervals and in accordance with state law and regulation.
- Provisions for a human resource policy for the public charter school that is consistent with state and federal law.
- Notification to all school employees of the terms and conditions of employment.

VIII. Transportation

Describe how the public charter school plans to meet the transportation needs of its pupils. The following components must be addressed:

1. A description of how the transportation of students will be provided:

   • ~~1.~~ by the local school division;
   • ~~2.~~ by the public charter school;
   • ~~3.~~ by the parent(s); or
   ~~4.~~ though a combination of these options.
   •

2. If transportation services will be provided by the public charter school, explain whether the school will contract for transportation with the School Board or with another entity or have its own means of transportation and indicate whether transportation will be provided to all students attending the school.

3. A description of transportation services for students with disabilities in compliance with Va. Code § 22.1-221 and the Board of Education's *Regulations Governing Special Education Programs For Children With Disabilities in Virginia*.

4. A description of transportation services for students in foster care in compliance with federal law.

IX. Residential Charter Schools

If the application is for a residential charter school for at-risk students, the following components must be addressed:

1. A description of the residential program to include:
   - ~~1.~~ the educational program;
   - ~~2.~~ a facilities description to include grounds, dormitories and staffing;
   - ~~3.~~ a program for parental education and involvement;
   - ~~4.~~ a description of after-care initiatives;
   - ~~5.~~ the funding sources for the residential facility and other services provided;
   - ~~6.~~ any counseling and other social services to be provided and their coordination with current state and local initiatives; and
   - ~~7.~~ a description of enrichment activities available to students.

2. A description of how the facility will be maintained including, but not limited to:
   ~~1.~~ • janitorial and regular maintenance services and
   ~~2.~~ • security services to ensure the safety of students and staff.

X. Services to be Provided by the School Board

List the services and their estimated costs that the applicant wishes the School Board to provide; for example, food service, payroll or conducting criminal background checks.[6] Also, list services and their estimated costs that will be provided by others.

XI. Timeline

Provide a detailed timeline, identifying each step required to establish the charter school, including, but not limited to, staff hiring, location and purchase of materials, implementing the evaluation plan, obtaining necessary services, opening an appropriate

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[6] Any services provided by the School Board must be at cost. However, service agreements between the School Board and a charter school shall not be a financial incentive or disincentive to the establishment of a charter school.

facility and consulting with experts, if necessary. **Please remember that, as with establishing Regional Vocational and Governor's Schools, it will take at least 8-12 months to implement the proposal.**

XII. Health and Safety

Describe the procedures the charter school will implement to ensure the health and safety of the students and employees, including:

- how and if the management committee will conduct a state criminal record check on all employees;
- how the charter school will conduct fingerprinting and federal criminal record checks, if applicable;
- how the charter school will comply with the requirement to report child abuse; and
- how the charter school will comply with Occupational Safety & Health Act requirements.

XIII. Indemnity

Assure that the School Board will be defended, held harmless and indemnified against any claim, action, loss, damage, injury, liability, cost or expense of any kind as a result of the operation of the charter school or actions by its agents, employees, invitees or contractors.

XIV. Renewal

Assure that if the charter school wants to renew its contract, it shall apply at least six months prior to the expiration of the contract.

XV. Displacement Plans: Pupils and Employees

1. Describe the plan for the displacement of pupils, teachers and other employees who will not attend or be employed in the public charter school, in instances of the conversion of an existing public school to a public charter school, and for the placement of public charter school pupils, teachers and employees upon termination or revocation of the charter.

The following components must be addressed:

~~1~~

~~1.~~ • Identification of a member of the school's leadership who will serve as a single point of contact for all activities that may need to take place for the school to close, including but not limited to the transfer of students to another school, the management of student records and the settlement of

financial obligations.

~~2.~~ • A notification process to parents/guardians of students attending the school and teachers and administrators of the closure date.

~~3.~~ • A notification process to parents/guardians of students attending the public charter school of alternative public school placements within a set time period from the date that the closure is announced.

~~4.~~ • Provisions for ensuring that student records are provided to the parent/guardian or another school identified by the parent or guardian within a set time period. If the student transfers to another school division, provisions for the transfer of the student's record to the school division to which the student transfers shall be made upon request of that school division.

~~5.~~ • Notification to the School Board of a list of all students in the school and the names of the schools to which these students will transfer.

• A placement plan for school employees that details the assistance to be provided, if any, within a set period of time from the date of closure. For teachers and administrators, the plan of assistance should address finding employment with the school division where the public charter school is located or other public school divisions.

~~6.~~

• A close-out plan related to financial obligations and audits, the termination of contracts and leases, and the sale and/or disposition of assets within a set period of time from the date of closure. The plan shall include the disposition of the school records and financial accounts upon closure.

~~7.~~

2. Describe the plan for the placement of students and employees if the charter school facility is destroyed (e.g. by flood or fire) or unable to be occupied for any reason.

XVI. Management and Operation

Describe the management and operation of the charter school, including the nature and extent of parental, professional educator and community involvement. List the names and addresses and relevant experience of the proposed management committee.[7] This section should include:

- a detailed description of the relationship between the management committee and the School Board, including the charter school spokesperson (i.e. who is accountable to the School Board);
- how the charter school will be accountable to the public, including a plan for compliance with the Virginia Freedom of Information Act, the Virginia

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[7] Only parents of students in the charter school, teachers and administrators working in the charter school or representatives of any community sponsor may be members of the management committee.

Public Records Act and reporting requirements;
- how the management committee is selected and its relationship to the teachers and administrators;
- a description of the rules and procedures followed to arrive at policy and operational decisions; and
- summaries of the job descriptions of key personnel, including the school leader/principal.

The following components must also be addressed:

~~A~~1. An explanation of how support services will be funded and delivered. These services include, but are not limited to:

- ~~1.~~ food services;
- ~~2.~~ school health services;
- ~~3.~~ custodial services;
- ~~4.~~ extracurricular activities; and
- ~~5.~~ security services

~~B~~2. An explanation of any partnership or contractual relationships (education management organization, food services, school health services, custodial services, security services, etc.) central to the school's operations or mission, including information regarding the relationship of all contractors to the governing board of the public charter school, and information regarding how contractors and the employees of the contractors having direct contract with students will comply with Va. Code § 22.1-296.1.

3~~C~~. Plans for recruiting and developing school leadership and staff.

XVII. Financial Plan: Evidence of Economical Soundness, Proposed Budget and Annual Audit

Provide a budget and any other information that illustrates the proposed charter school is economically sound for both the charter school and the school division.[8] Include detailed sources of revenue and expenditures for the proposed term of the charter (at most five years) and a description of the manner in which an annual audit of the financial and administrative operations of the charter school, including any services provided by the school division, will be conducted.[9] Anticipated gifts, grants or donations

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[8] See review criteria related to the Financial Plan.

[9] This section should include the manner in which the school division can ensure fiscal and administrative compliance with the charter.

and a student fee schedule should be included.[10] The following components must also be included:

- Proposed start-up and three-year budgets with clearly stated assumptions and information regarding projected revenues and expenditures.
- Proposed start-up and three-year cash flow projections with clearly stated assumptions and indications of short- and long-term sources of revenue.
- A proposed funding agreement with the School Board including information regarding anticipated local, state and federal per-pupil-amounts to be received and any information pertaining to the maintenance of facilities. In accordance with Va. Code § 22.1-212.14, the per pupil funding provided to the charter school will be negotiated in the charter agreement and will be commensurate with the average school-based costs of educating the students in the existing schools in the division or divisions unless the cost of operating the charter school is less than that average school-based cost. To the extent discussions have been held with the school division, please describe the outcome of those discussions. If there have been no discussions to date, please indicate the reason.

XVIII. Legal Liability and Insurance Coverage

Describe the proposed arrangement between the charter school and the School Board regarding their respective legal liability and applicable insurance coverage, including the types of insurance that will be obtained for the public charter school, its property, its employees, the charter school management committee and the School Board and its agents and the levels of insurance sought. Types of insurance include, but are not limited to,

- general liability;
- health;
- property;
- property and casualty (including vehicle coverage);
- officer and employee liability; and
- workers' compensation.[11]

XIX. Disclosures

Disclose ownership or financial interest in the public charter school by the charter applicant and the ~~governing body,~~ management committee, administrators, and other

[10] Although a charter school may not charge tuition, student fees may be assessed in accordance with Board of Education Regulations, 8 VAC 20-720-80.
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[11] Although not required by law, it may be prudent to have the charter school agree to indemnify the School Board. See section XXIII below. Also, the School Board may wish to ask for evidence of insurability or as a condition of final approval, copies of purchased insurance plans or, the School Board may carry charter school insurance under its existing policies.

personnel of the proposed public charter school, and require that the applicant and the ~~governing body,~~management committee, administrators, and other personnel of the public charter school shall have a continuing duty to disclose such interests during the term of the charter. The following components must be addressed:

- A description of how the applicant and members of the management committee will disclose any ownership or financial interest.
- Information regarding the frequency by which such disclosures will be made during the term of the charter.
- A description of ownership or financial interest of the applicant and/or members of the management committee in the proposed charter school. This includes any relationships that parties may have with vendors performing services at the school.

XX. Waivers[12]

Describe and justify any waiver from School Board policies and state regulations that the charter school requests. The Standards of Quality, and by reference the Standards of Accreditation and Standards of Learning, may not be waived. **Please note that state law only allows waivers of policy and regulation. No waiver of state statutes or federal statutes or regulations is permitted.**

XXI. Discrimination

Assure that the charter school will follow state and federal law prohibiting discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender, gender identity, national origin, religion, ancestry, or the need for special education services and shall be subject to any court-ordered desegregation plan in effect in the school division.

XXII. Assurance

By signing and submitting this application for a public charter school, the applicant expressly assures the School Board that if the application is approved by the School Board, the school leadership of the public charter school will be retained on contract no later than 60 days prior to the opening date of the school.

XXIII. Signatures

The Applicant hereby certifies that the information and assurances contained within the *Virginia Public Charter School Application* submitted on behalf of the proposed charter school to the Virginia Board of Education and the information contained in this *Public Charter School Application Addendum* is correct.

Name of Authorized Official: **Title:**

_____ _____

Signature of Authorized Official: **Date:**

_____ _____

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[12] Although not required by law to be in the charter application, waivers must be included in the charter contract. Moreover, the School Board is required to request, on behalf of the charter school, the releases from state regulation. For these two reasons, it is wise to include the waivers in the application.

TAZEWELL COUNTY PUBLIC SCHOOL
CHARTER SCHOOL APPLICATION ADDENDUM

Any person, group or organization may submit an application for the formation of a charter school. Applicants must follow state law and School Board policy regarding charter schools. A complete **Tazewell County Public School** Charter School Application ("Application") consists of:

- the Applicant's *Virginia Public Charter School Application* package submitted to the State Board of Education,
- the result of the State Board of Education's review of the Applicant's state application, and
- the **Tazewell County Public School** *Charter School Application Addendum* prepared in accordance with this policy.

However, Charter School applications initiated by the **Tazewell County School Board** are not required to receive Board of Education review and comment prior to action by the School Board.

Applications

Applications must be received by the **Division Superintendent** on or before **eight to twelve months** prior to the year in which the charter school desires to open.

An application fee of $**25.00** shall be submitted with the application.

Applicants must follow the application addendum format provided below.

I. Goals and Objectives; Educational Program

Provide a statement of the goals and objectives of the proposed public charter school. The following components must be addressed:

1. A description of the performance-based goals. To the extent possible, the application should include the academic performance indicators, measures and metrics that will guide the Tazewell County School Board's evaluations of the charter school and should include, at minimum:
    - student academic proficiency;
    - student academic growth; academic gaps in both proficiency and growth between major student subgroups;
    - attendance;
    - recurrent enrollment from year to year; and
    - postsecondary readiness (for high schools).

2. A description of the measurable educational objectives to be achieved by the public charter school.

3. A description of the pupil performance standards and curriculum, which must meet or exceed any applicable Virginia Standards of Quality.

4. A description of how the Virginia Standards of Learning (SOL) and the corresponding SOL Curriculum Framework will be used as the foundation for curricula to be implemented for each grade or course in the public charter school. Include within the description how the goals and objectives of the curricula will meet or exceed the Virginia Standards of Learning, address student performance standards related to state and federal assessment standards and include measurable outcomes.

5. A description of any internal and external assessment to be used to measure pupil progress towards achievement of the school's pupil performance standards, in addition to the SOL assessments prescribed by Va. Code § 22.1-253.13:3.

6. A description of the public charter school assessment plan to obtain student performance data, which includes how the data will be used to monitor and improve achievement and how program effectiveness will be measured over a specified period of time. Also provide benchmark data on how student achievement will be measured and how these data will be established and documented in the first year of operation and how the data will be measured over each year of the term of the charter. The benchmark data should address targets for student improvement to be met in each year.

7. The timeline for achievement of pupil performance standards, in accordance with the Virginia SOL.

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10. Information regarding the proposed calendar and a sample daily schedule, including any plans to open prior to Labor Day.

11. A description of plans for identifying and successfully serving students with disabilities, English Learners, academically at-risk students and gifted and talented students which include the extent of the involvement of the School Board in providing such services.

12. If applicable, the following components should be addressed:
    - any plans to utilize virtual learning in the educational program, including identification of the virtual learning source and a description of how virtual learning will be used and an estimate of how many students are expected to participate.
    - a general description of any alternative accreditation plans, in accordance with the Virginia Board of Education's *Regulations Establishing Standards for Accrediting Public Schools in Virginia*(8 VAC 20-132-310), that the public charter school will request the School Board to submit to the Virginia Board of Education for approval.
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    - a description of after-care initiatives;
    - the funding sources for the residential facility and other services provided;
    - any counseling and other social services to be provided and their coordination with current state and local initiatives; and
    - a description of enrichment activities available to students.

2. A description of how the facility will be maintained including, but not limited to:
    - janitorial and regular maintenance services and
    - security services to ensure the safety of students and staff.

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List the services and their estimated costs that the applicant wishes the School

Board to provide; for example, food service, payroll or conducting criminal background checks. Also, list services and their estimated costs that will be provided by others.

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Describe the procedures the charter school will implement to ensure the health and safety of the students and employees, including:

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- how the charter school will conduct fingerprinting and federal criminal record checks, if applicable;
- how the charter school will comply with the requirement to report child abuse; and
- how the charter school will comply with Occupational Safety & Health Act requirements.

XIII. Indemnity

Assure that the School Board will be defended, held harmless and indemnified against any claim, action, loss, damage, injury, liability, cost or expense of any kind as a result of the operation of the charter school or actions by its agents, employees, invitees or contractors.

XIV. Renewal

Assure that if the charter school wants to renew its contract, it shall apply at least six months prior to the expiration of the contract.

XV. Displacement Plans: Pupils and Employees

1. Describe the plan for the displacement of pupils, teachers and other employees who will not attend or be employed in the public charter school, in instances of the conversion of an existing public school to a public charter school, and for the placement of public charter school pupils, teachers and employees upon termination or revocation of the charter.

The following components must be addressed:

- Identification of a member of the school's leadership who will serve as a single point of contact for all activities that may need to take place for the school to close, including but not limited to the transfer of students to another school, the management of student records and the settlement of financial obligations.
- A notification process to parents/guardians of students attending the school and teachers and administrators of the closure date.
- A notification process to parents/guardians of students attending the public charter school of alternative public school placements within a set time period from the date that the closure is announced.
- Provisions for ensuring that student records are provided to the parent/guardian or another school identified by the parent or guardian within a set time period. If the student transfers to another school division, provisions for the transfer of the student's record to the school division to which the student transfers shall be made upon request of that school division.
- Notification to the School Board of a list of all students in the school and the names of the schools to which these students will transfer.
- A placement plan for school employees that details the assistance to be provided, if any, within a set period of time from the date of closure. For teachers and administrators, the plan of assistance should address finding employment with the school division where the public charter school is located or other public school divisions.

- A close-out plan related to financial obligations and audits, the termination of contracts and leases, and the sale and/or disposition of assets within a set period of time from the date of closure. The plan shall include the disposition of the school records and financial accounts upon closure.

2. Describe the plan for the placement of students and employees if the charter school facility is destroyed (e.g. by flood or fire) or unable to be occupied for any reason.

XVI. Management and Operation

Describe the management and operation of the charter school, including the nature and extent of parental, professional educator and community involvement. List the names and addresses and relevant experience of the proposed management committee. This section should include:

- a detailed description of the relationship between the management committee and the School Board, including the charter school spokesperson (i.e. who is accountable to the School Board);
- how the charter school will be accountable to the public, including a plan for compliance with the Virginia Freedom of Information Act, the Virginia Public Records Act and reporting requirements;

- how the management committee is selected and its relationship to the teachers and administrators;
- a description of the rules and procedures followed to arrive at policy and operational decisions; and
- summaries of the job descriptions of key personnel, including the school leader/principal.

The following components must also be addressed:

1. An explanation of how support services will be funded and delivered. These services include, but are not limited to:

- food services;
- school health services;
- custodial services;
- extracurricular activities; and
- security services

2. An explanation of any partnership or contractual relationships (education management organization, food services, school health services, custodial services, security services, etc.) central to the school's operations or mission, including information regarding the relationship of all contractors to the governing board of the public charter school, and information regarding how contractors and the employees of the contractors having direct contract with students will comply with Va. Code § 22.1-296.1.

3. Plans for recruiting and developing school leadership and staff.

XVII. Financial Plan: Evidence of Economical Soundness, Proposed Budget and Annual Audit

Provide a budget and any other information that illustrates the proposed charter school is economically sound for both the charter school and the school division. Include detailed sources of revenue and expenditures for the proposed term of the charter (at most five years) and a description of the manner in which an annual audit of the financial and administrative operations of the charter school, including any services provided by the school division, will be conducted. Anticipated gifts, grants or donations and a student fee schedule should be included. The following components must also be included:

- Proposed start-up and three-year budgets with clearly stated assumptions and information regarding projected revenues and expenditures.
- Proposed start-up and three-year cash flow projections with clearly stated assumptions and indications of short- and long-term sources of revenue.
- A proposed funding agreement with the School Board including information regarding anticipated local, state and federal per-pupil-amounts to be received and any information pertaining to the maintenance of facilities. In

accordance with Va. Code § 22.1-212.14, the per pupil funding provided to the charter school will be negotiated in the charter agreement and will be commensurate with the average school-based costs of educating the students in the existing schools in the division or divisions unless the cost of operating the charter school is less than that average school-based cost. To the extent discussions have been held with the school division, please describe the outcome of those discussions. If there have been no discussions to date, please indicate the reason.

XVIII. Legal Liability and Insurance Coverage

Describe the proposed arrangement between the charter school and the School Board regarding their respective legal liability and applicable insurance coverage, including the types of insurance that will be obtained for the public charter school, its property, its employees, the charter school management committee and the School Board and its agents and the levels of insurance sought. Types of insurance include, but are not limited to,

- general liability;
- health;
- property;
- property and casualty (including vehicle coverage);
- officer and employee liability; and
- workers' compensation.

XIX. Disclosures

Disclose ownership or financial interest in the public charter school by the charter applicant and the management committee, administrators, and other personnel of the proposed public charter school, and require that the applicant and the management committee, administrators, and other personnel of the public charter school shall have a continuing duty to disclose such interests during the term of the charter. The following components must be addressed:

- A description of how the applicant and members of the management committee will disclose any ownership or financial interest.
- Information regarding the frequency by which such disclosures will be made during the term of the charter.
- A description of ownership or financial interest of the applicant and/or members of the management committee in the proposed charter school. This includes any relationships that parties may have with vendors performing services at the school.

XX. Waivers[1]

Describe and justify any waiver from School Board policies and state regulations that the charter school requests. The Standards of Quality, and by reference the Standards of Accreditation and Standards of Learning, may not be waived. **Please note that state law only allows waivers of policy and regulation. No waiver of state statutes or federal statutes or regulations is permitted.**

XXI. Discrimination

Assure that the charter school will follow state and federal law prohibiting discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender, gender identity, national origin, religion, ancestry, or the need for special education services and shall be subject to any court-ordered desegregation plan in effect in the school division.

XXII. Assurance

By signing and submitting this application for a public charter school, the applicant expressly assures the School Board that if the application is approved by the School Board, the school leadership of the public charter school will be retained on contract no later than 60 days prior to the opening date of the school.

XXIII. Signatures

The Applicant hereby certifies that the information and assurances contained within the *Virginia Public Charter School Application* submitted on behalf of the proposed charter school to the Virginia Board of Education and the information contained in this *Public Charter School Application Addendum* is correct.

Name of Authorized Official: **Title:**

_____ _____

Signature of Authorized Official: **Date:**

_____ _____

FOOTNOTES ARE FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY.

[1] Although not required by law to be in the charter application, waivers must be included in the charter contract. Moreover, the School Board is required to request, on behalf of the charter school, the releases from state regulation. For these two reasons, it is wise to include the waivers in the application.

PROPOSED POLICY REGULATION JHC-R.2

STUDENTS

Accidents/Injuries and Illnesses: Emergency Care

School Personnel:

1. Shall render emergency care only to students who are injured at school. Students who are injured at home or in areas for which the school is not responsible shall not be treated by school personnel.

2. Shall proceed on the assumption of maximum disability in the event the severity of an injury cannot be determined.

3. Shall see that first-aid kits are handily available when students are conducted on field trips.

4. Shall under no circumstances stipulate or imply to anyone that they or the school are responsible or liable for an accident. Responsibility or cause and payment of doctor bills is to be decided by the insurance carrier.

5. Shall notify the parent before a physician is contacted except in cases of extreme emergency. This must be a matter of judgment. The decision to contact a physician immediately should be made if it is in the best interest of the student.

6. Shall file a report of the occurrence on forms provided for that purpose.

Legal Reference: Code of Virginia, §22.1-274.6 – Seizure Management and Action Plan; Training

Approved by Superintendent: June 9, 1986

Southern Air

848 Mercer Mall Road • Bluefield, WV 24701
Phone: 304-324-4272 • Fax: 304-324-4274
everett.rose@southern-air.com

Quote # 97113 May 21, 2025

RICHLANDS ELEMENTARY SCHOOL
392 Learning Ln
Richlands, VA 24641

Dear Geno Parkhurst,
We, at Southern Air, Inc., would like to provide you with the following quote as detailed below.

Scope of work:
This quote is for the replacement the existing AO Smith 250 gallon /480 Volt 3-Phase that the Control board is obsolete. We will replace it with a new 250 Gallon a new Lochinvar/ Model # CHVX54 Electric 480 3-Phase 54 KW Heater! This quote will include the following!
1) We will drain and remove existing water heater and dispose of existing heater. Customer will assist in getting garage door opened and closed and assisting to get water heater to the location it needs to go.

2) We will install new water heater in the same location as the existing one!
3) We will furnish all needed hot water and cold water piping and modify and reconnect to new water heater and after completion we will check for any leaks on new piping and fitting!
4) We will reconnect existing branch circuit wiring and breaker/or breakers.(If we would need to replace branch circuit wiring or breaker we can offer this service for an extra cost to the customer!
5) After installation is complete we will do a detailed start up and document it on a sheet that we will include!
Total Cost $39,394.58 Plus any applicable sales taxes or fees!!
Warranty: 1- years parts with a 3-year tank warranty from tank manufacture!

Items of exclusion:
Overtime - All work planned to be completed during normal business hours 7:30 AM to 4:00PM.
Expedited shipping - available for additional cost upon request.
Adjustment or other system repairs other than specifically described above.
Permit or fees imposed by state or local municipalities
Any item or service not specifically included as a part of this proposal.
Any Refrigerant that is required will be quoted at that time.

Lead time is depends on approval of project ! Current lead time 8 weeks to make sure our vendor to get us on the list!!

Due to market volatility, we reserve the right to check with our vendors for any price increases prior to completing any parts or equipment orders, and to adjust final quoted price accordingly, passing on any increased costs, as incurred. All adjustments will be mutually agreed upon prior to commencement of the quoted work.

We appreciate the opportunity to be of service. If you have any questions or need any additional information, please feel free to call or e-mail me.

Sincerely,

Everett Rose Iii

If you would like us to proceed, please indicate your acceptance of this proposal and our terms by signing below.
Please e-mail or fax me a copy for our records.

Authorized Signature	Date	PO#

Contractor License # VA 2701001733 WV 001545 NC Mechanical L.34582 NC Electrical U.33082

Due to the volatility of pricing and availability for HVAC related OEM parts, equipment and installation material, our quote is subject to adjustments to compensate for unforeseen price increases from suppliers. This proposal may be withdrawn if not accepted within 5 days.

Terms: Net 30 days. Subject to credit approval. 18% APR interest charged after 30 days on unpaid balance. The purchaser will pay any attorney's fees paid to collect a balance due. Jurisdiction for any dispute shall be Lynchburg, VA. A 3% convenience fee will be added to all credit card purchases.

Davis Bacon wage and benefit rates are not included in this proposal. If at any time during or after performance of the project it is determined that Davis Bacon wage and benefit rates are required, Southern Air will be compensated in full for any additional resulting costs. If Southern Air is awarded this project, this understanding will be incorporated in the terms of the contract.

Pricing: This cost does not include the payment of "Davis-Bacon Act" or other type prevailing wage rates. It is the responsibility of the customer to advise the contractor whether payment of these wages is necessary as per funding for the project. Please request an alternate proposal if payment of prevailing wages of any type are necessary.

Dominion Driveway &
Parking Lot Paving, Inc.

2927 Adria Road
North Tazewell, VA 24630
(276) 979-8504 or (276) 970-3004
Scott Shrader, Owner

DATE: 4/21/2025

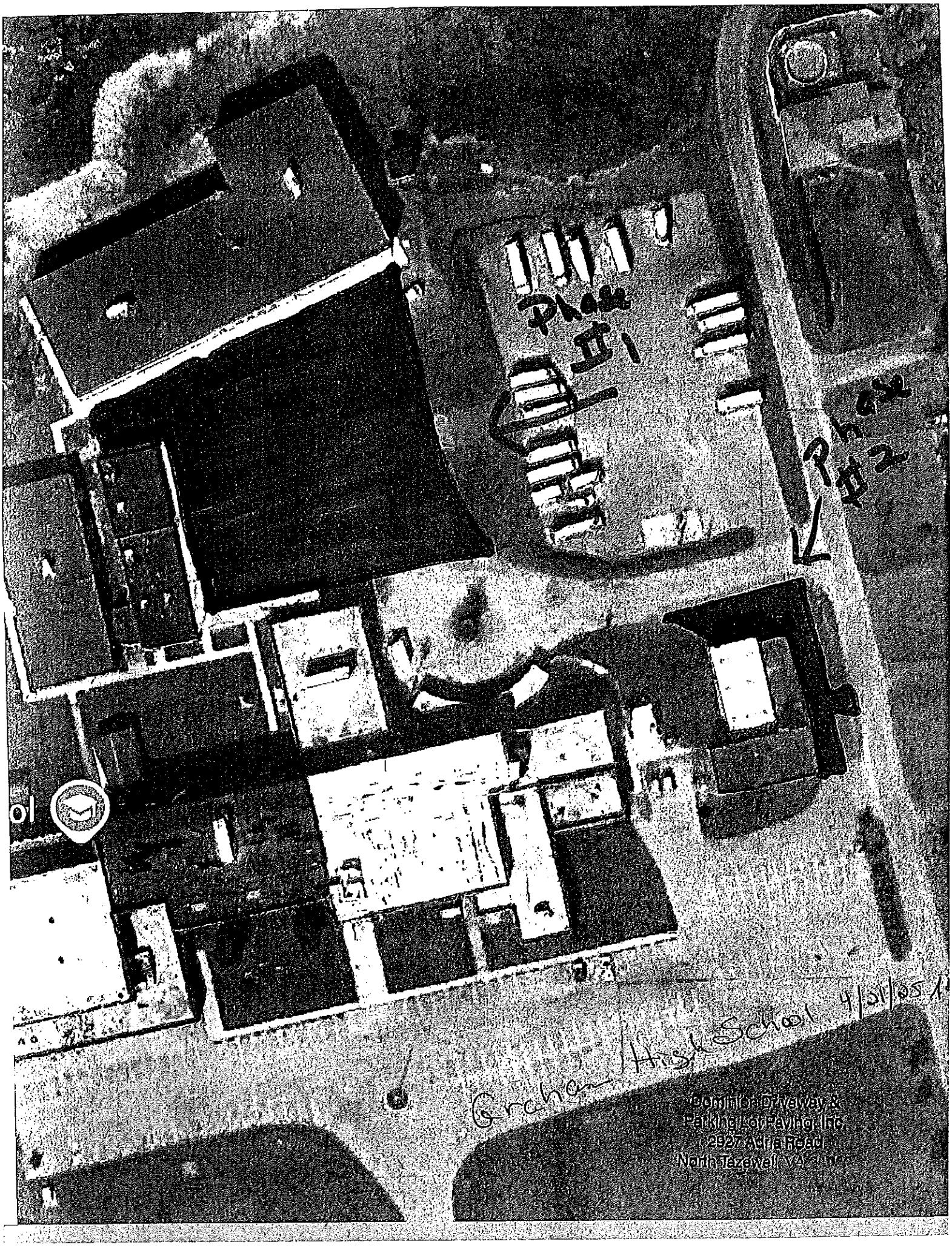
Customer
Tazewell County Public Schools Eugene Parkhurst 328 Advantage Drive Tazewell, VA 24651 **RE: Graham High School**

Estimate 2504211

Estimate good for 30 Days

Description	Amount
Phase #1	$74,200.00
Paving and re-striping of the parking area in front of the new gym ~ 2" asphalt	
To include saw cutting and/or milling as needed to ensure a smoother transition	
Phase #2	$13,200.00
Paving around the bus garage area ~ 2" asphalt	
To include saw cutting and/or milling as needed to ensure a smoother transition ~Removal of old asphalt in front of garage doors~ Installation of a berm along Bob Russell Lane to help direct water run off away from the garage	
Total	**$87,400.00**
Thank You!	


Phase
II
Phase
I
Concrete Driveway &
Parking Lot Paving Inc.
2927 Alta Road
North Tazewell, VA


Phase 1
Ph 2
Graham High School
Dominion Driveway &
Parking Lot Paving, Inc.
12927 Acria Road
North Tazewell, VA

Break Down Quote

AAA Paving And Sealing, Inc.
P.O Box 975
Princeton, WV 24740
Office: 304-425-5329 Fax: 304-425-5139
Brandon Henkes 304-320-4313
aaapavingandsealing@hotmail.com
WV License # WV045984 / VA License # 2705135236

Date: 4/1/2025
Attn: Eugene Parkhurst – Graham High School

We propose to furnish all labor, tools, material and equipment to complete the following work.

1. **Asphalt will be a VDOT approved SM9.5AL mixture and will be laid at a compacted thickness of 2" as requested. Bus Lot is 5,500 SF. Rear Lot is 30,750 SF.**
2. **Bus lot will have an asphalt berm installed for water diversion away from building and towards the street.**
3. **Mill joints will be used to provide smooth transition between new and existing asphalt/concrete abutments.**
4. **Restriping of existing parking lots.**

Total Cost - $81,030

All material guaranteed to be as specified. All work to be completed in a professional and timely manner. Any alteration or deviation from specifications involving extra cost will become an extra charge, above and over the estimate. Owner is to carry necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

This proposal may be withdrawn if not accepted within 30 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted.

AAA Paving And Sealing, Inc. **Brandon Henkes, Sales Manager**	**Date**	**Authorized Signature**	**Date**

W-L CONSTRUCTION
& PAVING, INC.

P.O. DRAWER 927
CHILHOWIE, VA 24319

AMG
Appalachian Materials Group

PHONE (276) 646-3804 FAX (276) 646-8179

PROPOSAL

QUOTE TO: TAZEWELL CO PUBLIC SCHOOLS

PROJECT: RICHLANDS MIDDLE
GRAHAM HIGH SCHOOL

ATTN: GENO PARKHURST

DATE: 05/29/25

We are pleased to offer the following PROPOSAL for the above referenced project.

Item	Description	Quantity	Unit	Unit Price	Total
10	RICHLANDS MIDDLE SCHOOL	1.00	LS	$86,200.00	$ 86,200.00
20	Graham ~~BLUEFIELD~~ HIGH SCHOOL	1.00	LS	$79,500.00	$ 79,500.00
	JOB TOTAL:				$ 165,700.00

Notes:

MOBILZATION PRICES INCLUDED TWO MOVES, ANY ADDITIONAL MOBILIZATIONS SHALL BE CHARGED AT $3,500.00 -EA.

1 W-L ASPHALT PLANTS WILL BE SHUT DOWN FOR WINTER MAINT. FROM 12/15/25 TO 3/31/2026
2 W-L SHALL NOT BE RESPONSIBLE FOR REPAIRS FOR SUBGRADE IN THE CASE OF INADEQUATE OR UNSUITABLE MATERIAL.
3 PRICING AT RICHLANDS INCLUDES REMOVAL OF SIDEWALK, APPLICATION OF STONE AS NEEDED, AND APPLICATION OF ASPHALT SURFACE COURSE.

CURRENT LIQUID ASPHALT PRICE INDEX (JAN 25)	$582.50	PER SHORT TON (64-S-22)

All proposals, or contracts are contingent upon satisfactory financial arrangements.
All the following TERMS AND CONDITIONS will apply.

Estimate No.: 2520529B

Submitted by: Travis Lambert
TRAVIS LAMBERT / ESTIMATOR / PROJECT MANAGER

TERMS AND CONDITIONS

EXCLUSIONS: We exclude Undercut/Removal of unsuitable sub-grade placed by others, Engineering, Testing/Proof-rolling, Surveying, Landscaping/seeding/shoulder work/backfill of curb & gutter, Night/Weekend Work, Installation/grading of any stone base roads that are not to be paved, parking bumpers, and any other work not stated above.

BASIS OF PAYMENT: Unless a lump sum price is to be paid for the foregoing work and is clearly stated, it is understood and agreed that the quantities referred to above are estimates only and the payment shall be made at the stated unit prices on the actual quantities of work performed by the Company. Billings to be in accordance with Paragraph 2 of the Terms and Conditions.

PAYMENT: Invoices shall be rendered monthly for all work performed under this agreement during any month; payment of such invoices is due and payable within thirty (30) days from date of invoice. Final and complete payment for all work performed under this agreement shall be made not later than thirty (30) days after date of final invoice for such work. Interest at the highest rate allowable under the laws of the state in which the work is done, or one and one-half (1½) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by W-L Construction & Paving, Inc. in collecting the amounts owed by you under the Agreement, including any and all court cost and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by W-L Construction & Paving, Inc. in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit. If payment is not received in sixty (60) days, we are authorized to take such steps as we deem necessary to protect our interests.

CREDIT APPROVAL: We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request.

CONTRACT AGREEMENT: This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. If a time is set for the performance of our work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time. Any increase or decrease in the contract price resulting from such change shall be included in such writing.

INSURANCE: We will provide and pay for Worker's Compensation, General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all liabilities and claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

WORK AREA: We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such other work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation.

SCHEDULING: Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake to complete, and may suspend the work for causes beyond our reasonable control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation [together "subsurface conditions"]; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly. If for causes beyond our reasonable control we are delayed in completing our work for more than ninety (90) days beyond the originally scheduled completion date, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event [i] we shall be relieved of any further obligation with respect to the balance of the work; and [ii] we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days.

RESPONSIBILITY: We shall not be responsible for, and you agree to hold us harmless from any liability resulting from, damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways or other improvements located within, our work area or designated areas of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure of subgrade or failure if inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.

BONDING: Should a surety bond be required by you or by us, the one requesting the bond from the other will pay the premium, unless otherwise agreed to.

FOR ASPHALT PAVING: The following are characteristics of asphalt paving, particularly private drives and small areas where mechanical spreaders cannot be used and the softer (less stone) mixes are generally preferred. 1) Denting will occur from tire marks, particularly power steering, and from other objects and is more pronounced during the first few weeks, especially in summer months. Asphalt surface becomes harder by wear and weathering. 2) Grass sometimes will grow through asphalt, especially around the edges of pavement. One application of weed killer generally kills grass. 3) We are not responsible for cracks or repairs to pavement when we place asphalt surface on customer's base, stone, concrete, or asphalt.

LIQUID ASPHALT ADJUSTMENT

Price Adjustment Clause - Liquid Asphalt Binder for Plant Mix:

Liquid Asphalt Binder material is a major component in the production of asphalt. Due to the extreme volatility in the current petroleum market it has become virtually impossible to estimate the cost of this material for more than a few weeks into the future. Because of this unprecedented situation, W-L Construction & Paving, Inc. is forced to implement the following price adjustment clause to keep pace with this escalating cost.

Based on the VDOT's Liquid Asphalt Price Adjustment clause, when, at the time work is performed, the current VDOT index price for Liquid Asphalt Binder varies either upward or downward by more than 5% from the Index price at the date the quote was written, a cost adjustment will be made to payments due W-L Construction & Paving, Inc. for work performed at that time according to the following formula:

(Current Index Price - Index Price at Date of Quote) x 6 % x Tons of Asphalt = Cost Adjustment

Note: The 6 % is the approximate quantity of Liquid Asphalt Binder in a ton of asphalt.

Example:	Current Index Price	=	$400.00
	Index Price at Date the Quote Was Written	=	$380.00
	Tons of Asphalt Placed	=	1,500

($400.00 - $380.00) x .06 x 1,500 = $1,800.00 Cost Adjustment

This Price Adjustment clause is made part of our contract agreement.

ACCEPTANCE: If the foregoing meets with your acceptance, kindly sign and return to the address marked. At such time as we receive the above we will execute this contract and return one copy to you for your information and files. This proposal is for acceptance within 30 days.

We (I) _____ (name) am an officer, owner or authorized representative of

_____ (company) I hereby accept the above proposal and conditions this

_____ (date) Sign: _____ (signature)

W-L CONSTRUCTION & PAVING, INC.

Sign: _____

Title: _____

Executed this _____ day of _____

Dominion Driveway &
Parking Lot Paving, Inc.

2927 Adria Road
North Tazewell, VA 24630
(276) 979-8504 or (276) 970-3004
Scott Shrader, Owner

DATE: 4/21/2025

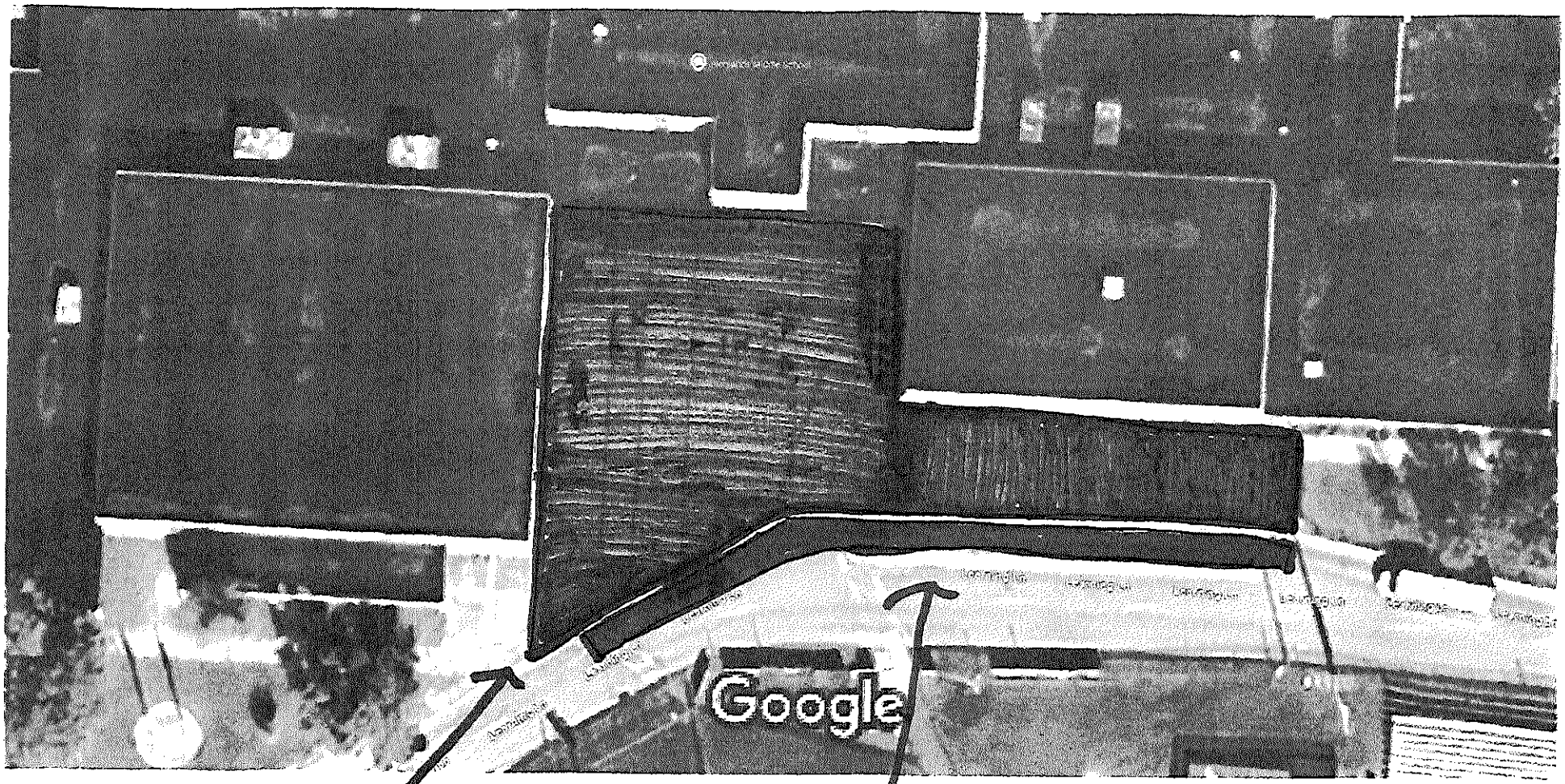
Customer
Tazewell County Public Schools Eugene Parkhurst 328 Advantage Drive Tazewell, VA 24651 **RE: Richlands Middle School**

Estimate 2504213

Estimate good for 30 Days

Description	Amount
Phase #1	$38,400.00
Repairs to the concrete entrance areas in front of the school ~ Installation of asphalt over the existing concrete	
Milling of the areas to ensure asphalt adheres to the concrete ~ installation of 2" compacted asphalt	
Phase #2	
Paving of the pick-up line area	$7,200.00
To include removal and milling of asphalt as needed to ensure proper compaction and smoother transition ~ 2 1/2" compacted asphalt	
Total	**$45,600.00**
Thank You!	

Richlands Middle School 4-21-25



Phase #1

Phase #2

Dominion Driveway &
Parking Lot Paving, Inc.
2927 Adria Road
North Tazewell, VA 24630

AAA Paving And Sealing, Inc.
P.O Box 975
Princeton, WV 24740
Office: 304-425-5329 Fax: 304-425-5139
Brandon Henkes 304-320-4313
aaapavingandsealing@hotmail.com
WV License # WV045984 / VA License # 2705135236

Date: 4/1/2025
Attn: Eugene Parkhurst – Richlands Middle School

We propose to furnish all labor, tools, material and equipment to complete the following work.

1. Asphalt will be a VDOT approved SM9.5AL mixture and will be laid at a compacted thickness of 2" as requested.
2. Concrete area is approximately 12,900 SF.
3. Bus lane is 300 x 11. Gutter pan will be paved over due to extensive damage and sinking. Bus lane will be milled out to remove rutting areas.
4. Mill joints will be used to provide smooth transition between new and existing asphalt/concrete abutments.

Total Cost - $49,425

All material guaranteed to be as specified. All work to be completed in a professional and timely manner.
Any alteration or deviation from specifications involving extra cost will become an extra charge, above and over the estimate. Owner is to carry necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

This proposal may be withdrawn if not accepted within 30 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted.

AAA Paving And Sealing, Inc. Date
Brandon Henkes, Sales Manager

Authorized Signature Date

W-L CONSTRUCTION
& PAVING, INC.

P.O. DRAWER 927
CHILHOWIE, VA 24319

AMG
Appalachian Materials Group

PHONE (276) 646 - 3804 FAX (276) 646 - 8179

PROPOSAL

QUOTE TO: TAZEWELL CO PUBLIC SCHOOLS

PROJECT: RICHLANDS MIDDLE
GRAHAM HIGH SCHOOL

ATTN: GENO PARKHURST

DATE: 05/29/25

We are pleased to offer the following PROPOSAL for the above referenced project.

Item	Description	Quantity	Unit	Unit Price	Total
10	RICHLANDS MIDDLE SCHOOL	1.00	LS	$86,200.00	$ 86,200.00
20	Graham ~~BLUEFIELD~~ HIGH SCHOOL	1.00	LS	$79,500.00	$ 79,500.00
	JOB TOTAL:				$ 165,700.00

Notes:

MOBILZATION PRICES INCLUDED TWO MOVES, ANY ADDITIONAL MOBILIZATIONS SHALL BE CHARGED AT $3,500.00 -EA.

1 W-L ASPHALT PLANTS WILL BE SHUT DOWN FOR WINTER MAINT. FROM 12/15/25 TO 3/31/2026
2 W-L SHALL NOT BE RESPONSIBLE FOR REPAIRS FOR SUBGRADE IN THE CASE OF INADEQUATE OR UNSUITABLE MATERIAL.
3 PRICING AT RICHLANDS INCLUDES REMOVAL OF SIDEWALK, APPLICATION OF STONE AS NEEDED, AND APPLICATION OF ASPHALT SURFACE COURSE.

CURRENT LIQUID ASPHALT PRICE INDEX (JAN 25)	$582.50	PER SHORT TON (64-S-22)

All proposals, or contracts are contingent upon satisfactory financial arrangements.
All the following TERMS AND CONDITIONS will apply.

Estimate No.: 2520529B

Submitted by: Travis Lambert
TRAVIS LAMBERT / ESTIMATOR / PROJECT MANAGER

TERMS AND CONDITIONS

EXCLUSIONS: We exclude Undercut/Removal of unsuitable sub-grade placed by others, Engineering, Testing/Proof-rolling, Surveying, Landscaping/seeding/shoulder work/backfill of curb & gutter, Night/Weekend Work, Installation/grading of any stone base roads that are not to be paved, parking bumpers, and any other work not stated above.

BASIS OF PAYMENT: Unless a lump sum price is to be paid for the foregoing work and is clearly stated, it is understood and agreed that the quantities referred to above are estimates only and the payment shall be made at the stated unit prices on the actual quantities of work performed by the Company. Billings to be in accordance with Paragraph 2 of the Terms and Conditions.

PAYMENT: Invoices shall be rendered monthly for all work performed under this agreement during any month; payment of such invoices is due and payable within thirty (30) days from date of invoice. Final and complete payment for all work performed under this agreement shall be made not later than thirty (30) days after date of final invoice for such work. Interest at the highest rate allowable under the laws of the state in which the work is done, or one and one-half (1½) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by W-L Construction & Paving, Inc. in collecting the amounts owed by you under the Agreement, including any and all court cost and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by W-L Construction & Paving, Inc. in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit. If payment is not received in sixty (60) days, we are authorized to take such steps as we deem necessary to protect our interests.

CREDIT APPROVAL: We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request.

CONTRACT AGREEMENT: This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. If a time is set for the performance of our work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time. Any increase or decrease in the contract price resulting from such change shall be included in such writing.

INSURANCE: We will provide and pay for Worker's Compensation, General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all liabilities and claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

WORK AREA: We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such other work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation.

SCHEDULING: Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake to complete, and may suspend the work for causes beyond our reasonable control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation [together "subsurface conditions"]; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly. If for causes beyond our reasonable control we are delayed in completing our work for more than ninety (90) days beyond the originally scheduled completion date, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event [i] we shall be relieved of any further obligation with respect to the balance of the work; and [ii] we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days.

RESPONSIBILITY: We shall not be responsible for, and you agree to hold us harmless from any liability resulting from, damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways or other improvements located within, our work area or designated areas of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure of subgrade or failure if inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.

BONDING: Should a surety bond be required by you or by us, the one requesting the bond from the other will pay the premium, unless otherwise agreed to.

FOR ASPHALT PAVING: The following are characteristics of asphalt paving, particularly private drives and small areas where mechanical spreaders cannot be used and the softer (less stone) mixes are generally preferred. 1) Denting will occur from tire marks, particularly power steering, and from other objects and is more pronounced during the first few weeks, especially in summer months. Asphalt surface becomes harder by wear and weathering. 2) Grass sometimes will grow through asphalt, especially around the edges of pavement. One application of weed killer generally kills grass. 3) We are not responsible for cracks or repairs to pavement when we place asphalt surface on customer's base, stone, concrete, or asphalt.

LIQUID ASPHALT ADJUSTMENT

Price Adjustment Clause - Liquid Asphalt Binder for Plant Mix:

Liquid Asphalt Binder material is a major component in the production of asphalt. Due to the extreme volatility in the current petroleum market it has become virtually impossible to estimate the cost of this material for more than a few weeks into the future. Because of this unprecedented situation, W-L Construction & Paving, Inc. is forced to implement the following price adjustment clause to keep pace with this escalating cost.

Based on the VDOT's Liquid Asphalt Price Adjustment clause, when, at the time work is performed, the current VDOT index price for Liquid Asphalt Binder varies either upward or downward by more than 5% from the Index price at the date the quote was written, a cost adjustment will be made to payments due W-L Construction & Paving, Inc. for work performed at that time according to the following formula:

(Current Index Price - Index Price at Date of Quote) x 6 % x Tons of Asphalt = Cost Adjustment

Note: The 6 % is the approximate quantity of Liquid Asphalt Binder in a ton of asphalt.

Example:	Current Index Price	=	$400.00
	Index Price at Date the Quote Was Written	=	$380.00
	Tons of Asphalt Placed	=	1,500

($400.00 - $380.00) x .06 x 1,500 = $1,800.00 Cost Adjustment

This Price Adjustment clause is made part of our contract agreement.

ACCEPTANCE: If the foregoing meets with your acceptance, kindly sign and return to the address marked. At such time as we receive the above we will execute this contract and return one copy to you for your information and files. This proposal is for acceptance within 30 days.

We (I) _____ (name) am an officer, owner or authorized representative of

_____ (company) I hereby accept the above proposal and conditions this

_____ (date) Sign: _____ (signature)

W-L CONSTRUCTION & PAVING, INC.

Sign: _____

Title: _____

Executed this _____ day of _____

025961

Att. Gino

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
Quote for Cafeteria Floor		5/28/25

NAME: Richland Middle School

ADDRESS: Tornado Aly

CITY, STATE, ZIP: Richland, VA 24641

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1		Remove & Replace		
2		floor		
3		Dump fees		
4		Cove base		
5		Floor		
6		Labor		
7			Total	25,423.00
8				
9				
10		Higher Ground Home Improvement		
11		Ron Zwart		
12		558 Coulters Chapel Rd		
13		Lindside, WV 24951		
14				
15		1/2 to start		
16		Balance at Completion		
17				
18				

RECEIVED BY

01-11

KEEP THIS SLIP FOR REFERENCE

Raleigh Tile of Princeton
315 Thorn St.
Princeton, WV 24740

Phone # 304-425-2245

Estimate

Date	Number
5/1/2025	25396

This Estimate Prepared For
Tazewell County Public Schools 328 Advantage Drive Tazewell, VA 24651

		Sales Rep.	JF
Description	Qty	Rate	Total
Richlands Middle School Cafeteria			
Special Order Item - Tarkett Standard VCT - Color TBD - sold per carton, 45 SqFt per carton.	112	81.00	9,072.00
Special Order Item - H430 Clearpro VCT Adhesive, sold per 4 Gallon pail.	6	103.28	619.68
Shipping Charge, non-taxable		250.00	250.00
Labor for Demo of existing VCT	4,875	1.50	7,312.50
Labor for installation of new VCT	4,875	2.00	9,750.00
Labor for Wagner Moisture Testing	1	1,800.00	1,800.00
** Price Based on compatable moisture reading results. If moisture results read too high, additional steps must be taken which may affect the cost on this estimate. ** - JF 05/02/2025			

All credit & debit cards are accepted with a 3% convenience fee.

Subtotal	$28,804.18
Sales Tax (7.0%)	$0.00
Total	$28,804.18

Signature _____

SHERWIN WILLIAMS®

Richlands Middle School Cafeteria

TAZEWELL COUNTY SCHOOL BOARD

May 21, 2025

Quote ID: 7840298
Quote Date: 5/21/2025
Quote Expiration: 8/01/2025

SHERWIN-WILLIAMS
3104 CUMBERLAND ROAD
BLUEFIELD, WV 24701 4924
(304) 327-6194

Robert Williams

SALES- Sales Representative PC Multi- Segment

1-540-818-9336

robbie.williams@sherwin.com

Did Not Do a Moisture Test

SHERWIN WILLIAMS.

ACCOUNT # 1005-8559-5
Richlands Middle School Cafeteria
QUOTE # 7840298
VALID FROM: MAY 21, 2025 - AUG 01, 2025

PROJECT: Richlands Middle School Cafeteria

Installation Address: 506 JEFFERSONVILLE ST, TAZEWELL VA 246515396

Area	Description	Color	Size	Sq. Ft.	Price/Sq. Ft.	Ext. Price	Tax %
Floor	Tarkett VCT II	Blue Drop	12"X12"	5175	$1.89	$9,780.75	

Misc. Accessories / Labor Charges	Qty	Unit Price	Ext. Price	Tax %
Tearout VCT	4800	$0.50	$2,400.00	
Floor Prep	4800	$0.33	$1,584.00	
Feather Finish	10	$28.39	$283.90	
Mapei Eco 711	7	$77.57	$542.99	
Install Floor	4800	$1.50	$7,200.00	
Dumpster	1	$600.00	$600.00	

Subtotal: $22,391.64

Taxes: $0.00

Total: $22,391.64

NOTICE: This quotation is not a contract. It is an estimate and excludes taxes and fees, which may vary. The pricing and recommendations represent confidential information and we request that it not to be copied or shared with others outside your company. Please refer to product data pages for surface prep, mixing and application instructions. Any orders placed pursuant to this quotation will be subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at https://www.sherwin-williams.com/terms-and-conditions.

Cole Chevrolet, INC
P.O. Box 688
1156 Big Laurel HWY
Bluefield, WV 24701
(304) 327-8116
www.ColeChevy.com

11805TAZ

Printed: 05/23/2025 11:26

Est Deliver Date: 05/23/2025

Sold To
TAZEWELL COUNTY PUBLIC SCHOOLS
506 JEFFERSONVILLE STREET
TAZEWELL, VA 24651

(276) 988-5511 (HOME)
(276) 988-2222 (WORK)
(276) 326-1243 (OTHER)

Ship To
TAZEWELL COUNTY PUBLIC SCHOOLS
506 JEFFERSONVILLE STREET
TAZEWELL, VA 24651

DATE	QUOTE NO.	CUST. NO.
05/23/2025	11805	1950

SOLD BY	PAY TYPE	P.O. NO.
889	Amount Due Quote	

WE ARE A WESTERN SNOWPLOW DEALER! SEE JEFF OR HUNTER
ALL PARTS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE
NO PARTS ACCEPTED FOR CREDIT AFTER 30 DAYS.

ALL RETURNS ARE SUBJECT TO A 35% RESTOCKING CHARGE.
ELECTRICAL OR SPECIAL ORDER PARTS ARE NOT RETURNABLE.
RETURNED PARTS MUST BE IN ORIGINAL UNDAMAGED CONTAINER

QTY	PART NUMBER	DESCRIPTION	BIN	LIST	NET	AMOUNT
1	93773	7'6" PRO-PLOW MS	IN/OUT	2307.00	2307.00	2307.00
1	75200-3	ATTACHMENT	IN/OUT	4106.00	4106.00	4106.00
1	31271-1	FORD MOUNT	IN/OUT	767.00	767.00	767.00
1	85973-2	23SD PLUG-IN HAL HARNESS	62-A	360.47	332.00	332.00
1	72525	HEADLIGHT KIT	IN/OUT	1085.00	1085.00	1085.00
1	35500	HANDHELD CONTROL	62-B	627.14	561.00	561.00
1	29070-1	MODULE 3 PORT	62-B	233.60	194.00	194.00

Sub Total	9352.00
Tax	0.00
Shipping	1100.00
Handling	1360.50
TOTAL QUOTE-DO NOT PAY	**11812.50**

QUOTE - QUOTE - QUOTE - QUOTE

Note: LABOR COST $1,360.50 PLACED IN 'HANDLING'

QUOTE

Thank You

Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with sale of said products.

Received by _____

ARCHIVED CUSTOMER COPY

B & H Sales
5748 Fort Henry Dr
Kingsport, TN 37663-3655
4232397569
bandhsnowplow@hotmail.com

B & H SALES



KINGSPORT | TENNESSEE
423.239.7569

ADDRESS
Tazewell County Public Schools
328 Advantage Dr.
Tazewell, Virginia 24651

SHIP TO
Tazewell County Public Schools
328 Advantage Dr.
Tazewell, Virginia 24651

Quote 1034

DATE 05/28/2025

CODE
1-4/GOVT/VA/SCHOOLS

QTY	PRODUCT/SERVICE	DESCRIPTION	RATE	AMOUNT
1	Lot Pro 7.5 - 41090	LP 7.5 w/S.O.S mounting / E-73 Hyd. Package / NS4 LED Lighting / Pistol Grip Controller *Mounting For 2024 Ford F-250 **Includes In Bound Freight ***IN STOCK	8,203.00	8,203.00T
1	8' Deflector Kit - 12040	Optional - 12" Molded Deflector Kit	448.00	448.00T
1	Installation - Snowplow /Pickup's	Optional - Installation For Above	600.00	600.00T

Mailed Check.
If Paid w/ Credit Card, Processing Fee Will Be Applied.
All Quote's Are Valid For 30 Days Unless Noted Otherwise
All Quote's Do Not Include Freight Unless Noted Otherwise

SUBTOTAL	9,251.00
TAX	0.00
TOTAL	**$9,251.00**

Accepted By

Accepted Date

A service charge of 1-1 1/2 % per month will be added to unpaid balance on all invoices over 30 days.

Estimate

Adams Power Equipment
450 Ragland Rd
Beckley, WV 25801 US
304-894-8542
adamspwrequipment@gmail.com

ADDRESS
TAZWELL COUNTY PUBLIC SCHOOLS TAZWELL COUNTY PUBLIC SCHOOLS 3042769882222

ESTIMATE #	DATE	
1236	05/30/2025	

SALES REP
ADAM

DESCRIPTION	QTY	RATE	AMOUNT
Boss Plow 7,6 STRAIGHT SUPER DUTY, INSTALLED ON 2024 FORD F250 .. THIS KIT WILL INCLUDE EVERYTHING NEED TO INSTALL PLOW AND WIRING ON TRUCK. INSTALL IS INCLUDED IN PRICE. THIS QUOTE IS GOOD FOR 60 DAYS	1	8,295.00	8,295.00T

SUBTOTAL	8,295.00
TAX	0.00
TOTAL	**$8,295.00**

Accepted By

Accepted Date

506 Jeffersonville Street
Tazewell, VA 24651-5396
Phone (276) 988-5511
Fax (276) 988-1976
www.tcpsva.org

Rigor • Relevance • Relationships
TAZEWELL
County Public Schools

Christopher B. Stacy, Ed.D., Division Superintendent

School Board Members
Irene Mullins, Chair
Erik Robinson, Vice-Chair
Chris Moir
Donna Whittington
David Woodard

VIRGINIA PUBLIC SCHOOL AUTHORITY (VPSA)
EDUCTIONAL TECHNOLOGY NOTE SERIES XXIV
REIMBURSEMENT RESOLUTION

RESOLUTION NO. 25-26

RESOLUTION OF THE SCHOOL BOARD OF TAZEWELL COUNTY PUBLIC SCHOOLS, VA DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEEDS OF ONE OR MORE GRANTS MADE BY THE COMMONWEALTH OF VIRGINIA FOR CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS

WHEREAS, **Tazewell County Public Schools,** (the "Division") is a political subdivision organized and existing under the laws of the Commonwealth of Virginia; and

WHEREAS, the Division has paid, beginning no earlier than **July 1, 2025** and will pay, on and after the date hereof, certain expenditures (the "Expenditures") in connection with the capital project (the "Project"), as more fully described in Appendix A attached hereto; and

WHEREAS, the **TAZEWELL COUNTY SCHOOL BOARD** of the Division (the "Board") has determined that the money to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Division for the Expenditures from the proceeds of one or more grants to be made by the Commonwealth of Virginia (the "Grants") from the proceeds of its tax exempt equipment notes (the "Notes").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. The Board hereby declares the Division's intent to reimburse the Division with the proceeds of the Grants for the Expenditures with respect to the Project made on and after **JULY 1, 2025**, the date hereof. The Division reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Grants.

Section 2. Each Expenditure will be of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of the Expenditure).

Section 3. The maximum cost of the Project is expected to be **$ 465,600.00.**

Section 4. The Division will make a reimbursement allocation, which is a written allocation by the Division that evidences the Division's use of proceeds of the Grants to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Division recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 9th day of June, 2025.

Irene Mullins, Chair
Tazewell County School Board

Attested to:

Vicki L. Bailey, Clerk
Tazewell County School Board

DESCRIPTION OF PROJECT

Check the Applicable Box(es):

X	**(1) Classroom Multimedia Network Computers** Requests in this category include only the cost of the new computer system itself (e.g., monitor, CPU, keyboard, mouse, operating system software). Additional software or peripherals such as printers or modems should not be included in this category
X	**(2) Internet-Ready Local Area Network (LAN) Capability** Requests in this category include costs related to networking, retrofitting, upgrading of school buildings, and operating software related to Internet-ready local area network capability (e.g., wiring, servers, power upgrade, etc.).
X	**(3) Assure Adequate High-Speed, High-Bandwidth Capability** Requests in this category include costs related to networking, retrofitting, upgrading of school buildings, and operating software related to access the Internet (e.g., wiring, servers, power upgrade, etc.).
X	**(4) Instructional Software** Requests in this category shall not exceed 1/13th of the amount spent on Classroom Multimedia Network Computers (see A1 on the reimbursement form). Software purchased must have a useful life of at least one year and be included in the division's approved technology plan.
X	**(5) Handheld Devices** Requests in this category include handheld multi-functional computing devices that support a broad range of applications and that are controlled by operating systems providing full multimedia support and mobile Internet.

HEALTH SERVICES DEPARTMENT ANNUAL SCHOOL BOARD REPORT 2024-2025

TCPS HEALTH SERVICES DEPARTMENT; 24 EMPLOYEES:

1 Family Nurse Practitioner (Director Of Health Services)
1 Health Services Secretary
3 Supervising Registered Nurses (RNs)
9 School Nurses (LPNs)
3 School Nurses (RNs)
2 Certified Health Assistants as School Nurses (CNAs)
5 Part-time Clinic Assistants (UAPs); RES, CBE, TPS, TMS & GIS

Tazewell County Public Schools, Health Services Data 2024-2025:
# of students with Chronic Illnesses;
Asthma: 189 (up from 146 last year)
Type 1 Diabetes: 24
Life threatening Allergy or Anaphylaxis: 56
Seizures: 37
Adrenal Insufficiency: 2
Oral or Tracheal Suctioning: 3
Daily nutrition via Gastrostomy Tube or Jejunostomy Tube: 5
Intracranial Shunt: 1
Heart Condition: 25 (more than doubled from last year, 12)
Attention-Deficit Hyperactivity Disorder: 137 (up from 41 last year)

Job Duties and Tasks Fulfilled; not comprehensive:

- **Annual Screenings**
  - Vision and Hearing - completed on all newly enrolled, Kindergarten, 3rd, 7th, and 10th grade students - screening is completed or scheduled within 60 days of the new school year. There were **3,946** vision & hearing screenings completed this year.
  - Special Education Referral screenings for vision and hearing - throughout the school year are performed using the Sure Sight Vision Spot screener and the EroScan Hearing screener. There were **125** special education students screened for vision and hearing this year.

    - Scoliosis Screenings - students in grades 6th-8th are screened annually, and education is provided to students and families for grades 5-10. There were **1,201** students screened for scoliosis this year.
    - Tuberculosis Screenings - All new employees must be screened for tuberculosis. Tb screening must be completed by an RN or FNP. I screened **169** new hires or volunteers for Tuberculosis in 23-24, and shared the results with our HR department.
    - Growth Exams - Annual height and weight is recorded on all newly enrolled, 3rd, 7th, and 10th grade students, total of **2,121** recorded. Health Services staff assists Physical Education staff with obtaining the height and weight information annually.
- **Physical Exams**
    - Bus Driver Physicals - **8** physicals completed in the Fall of 2024, and **84** physicals completed in the Spring 2025.
    - Early Periodic Screening and Developmental Testing (EPSDT) exams or Well-child exams are offered and are available to parents for students who do not have a Pediatrician or Primary Care Provider, for a self-pay fee based on a sliding scale or are billed to Medicaid for eligible students.
    - Student athlete Sports Physicals are completed as needed.
    - All physical exams must be completed by a licensed provider (FNP). All vital signs, blood tests, screenings and urinalysis are completed prior to exam by the LPN/RN.
- **Covid 19 Testing**
    - Free Covid Testing was supplied by the Virginia Department of Health (VDH) throughout 2024-2025.
    - Health Services continues to order and disseminate free Covid-19 test kits to each of our schools for any student or staff in need.
    - Health Services continues to report any outbreaks in the schools to the Health Department.
- **Vaccinations**
    - We partner with the local Tazewell County Department of Health for administration of vaccines to our students and staff in our schools and at designated clinics.
    - There were a total of **240** Flu vaccines administered to students and staff in school vaccine clinics in Fall 2024.
    - Health Services collaborates with our local health department to offer state mandated; Tdap, Meningococcal, and HPV vaccines to our rising 7th graders, and the Meningococcal vaccine to our rising 12th graders. In the Spring 2025 these clinics were held on school premises, and a total of **51** students were vaccinated with these state mandated vaccines.
    - Health Services staff completes and submits the Student Immunization Status (SIS) state report due every October (30 days after school begins annually) to VDH.

    - Our staff collects immunization status of all KG, 7th and 12th graders to report enrollment eligibility to administrators, and to VDH, and communicates requirements to students, and parents/guardians.
- **Student Services**
    - Health Services provides acute care to students in the school setting, such as care for burns, bites, injuries, allergies, and acute illnesses.
    - We provide chronic care services to students with chronic health conditions, such as blood pressure monitoring, asthma, seizures/epilepsy, and diabetes care, blood glucose or weight monitoring, dressing changes, ostomy care, oral suctioning, catheterizations, tube feedings and boluses, and more.
    - There were over **72,199** student and staff encounters in the health clinics in 24-25, including over **13,615** parent contacts, and more than **9,518** temperature checks. There were over **40,000** student clinic visits involving a nursing assessment and or treatment, documented in EdPlan Health (EHR). Treatment of students, documented by LPNs or CNAs in the EHR, requires a RN's or FNP's approval for each treatment provided and entered, for Medicaid reimbursement and compliance.
    - We administer routine daily medications and emergency medications as needed, and perform routine daily medical procedures. New medications are brought to the school clinics each year by the parent, inventoried, and dispensed per Provider's orders. Medications are sent home at the end of each school year by parent pick-up, or wasted if not picked up.
    - Stocked Emergency medications, such as EpiPens, Albuterol inhalers and Naloxone, are ordered annually and stocked in each school health clinic for administration during medical emergencies.
    - There were over **7,600** medications administered by health services in 24-25, and documented in EdPlan Health (EHR).
    - Education is provided for students 1:1 and in group settings. Education includes disease and illness awareness, treatment, and prevention, personal care, information sharing, safety precautions, etc. A total of **1,025** health education encounters were provided in 24-25.
    - Our staff is part of an interdisciplinary team and refers students to health care providers, the local health department, dentists, specialists, mental health providers, and to other community services as needed. We also refer students internally for school counseling, Spec Ed services, 504 evaluations, and work closely with building administrators for student guidance. In 24-25, there were **211** students who visited the health clinics for documented mental health reasons (**93** referred to school counselors), **418** students who were screened for concussion (**36** of those were referred to a healthcare provider), and **101** students were referred to the healthcare provider for other medical needs.
    - We are responsible for case management roles, for students and families identified as having ongoing medical and mental issues and deficits; assisting in keeping these students healthy, safe and in school. Of the **22,056** unplanned nursing clinic visits, **20,083** students were able to return to class after being

evaluated by the school health staff in 24-25, and **1,961** of those students were sent home.

- Our RNs develop Individualized Health Plans (IHPs) for each student attending TCPS that has special health care needs per the Individuals with Disabilities Education Improvement Act, and students with health impairments per the 504 of the Rehabilitation Act of 1973, and for any student who self-carries a medication, such as, an inhaler for asthma, an epi-pen for anaphylaxis, etc., according to legislation. These IHPs must be renewed annually, and can only be developed and renewed by the RN or FNP. Our RNs have written **283** IHPs in 24-25.
- Our RNs develop Emergency Action Plans (EAPs) as part of the IHP, for any emergency situations that may arise, or an emergency medication that may be administered. The RNs have written **204** EAPs in 24-25. There were **15** emergency situations documented in the schools that required a 911 call in 24-25.
- Health Services is involved in Medicaid reimbursement. We participate in the Random Moment in Time Study program governed by the Department of Medical Assistance Services (DMAS). We participate in reimbursement for medical referral physicals, screenings, Nursing services and Personal Care Assistive Services for eligible students. **Services can only be billed and reimbursed if a licensed nurse is providing services (LPN or RN), a licensed RN is writing the plan of care and approving documented treatment by LPNs or UAPs, and a licensed provider is performing the physicals (FNP).**
- Fall 2024 Health Services staff trained on and adopted a new Electronic Health Record for medical documentation, EdPlan Health, which is a component of the VaIEP System. All clinic visits, screenings, and records are now recorded in this new EHR.
- RNs create a Plan of Care in the VaIEP system, and IHPs and EAPs in the EHR, for each student who requires Nursing Services or Emergency Services, and they update these Plans accordingly throughout the year, in order to receive Medicaid reimbursement.
- I am responsible for the collection and analysis of student incident reports. These reports are established for VACORP insurance claims. **131 student** incidents were reported to Health Services in 24-25.
- Health Services staff collaborates annually with Conexus Vision and assists with the completion of mandated vision screenings.
- Health Services continues to provide free Covid-19 test kits to students, and is responsible for reporting any Covid-19 outbreaks to the Health Department.
- I serve on the Student Homebound Committee for TCPS, and evaluated **594** medical or mental health homebound requests for the general student population for approval or denial in 24-25. This responsibility involves ongoing partnerships with local health care providers, and continued relationships with parents/guardians, and administrators.
- Health Services staff participates in annual training, including the Emergency training for Asthma, Anaphylaxis, Diabetes, Epilepsy, Stop the Bleed Emergency

training, and Opioid overdose. Additional training includes concussion screening, first aid treatment, mental health for school nurses, AED procedures, and more.
    - All Health Services staff participated in additional Mental Health Training for School Nurses in the Spring 2025.
    - I attended the in-person Region 7 School Health Coordinators meeting in Washington County, Fall 2024.
    - I attended the in person VDOE School Health Coordinators meeting in Richmond, Spring 2025.
    - Additionally, I complete FNP Primary Care Continuing Education hours annually.
    - Health Services participated in training for the implementation of the new Virginia Immunization Information System set to go live June 2025. The VIIS system is used for verification of student immunizations, and is integrated into the EHR.
    - The EdPlan Health System, securely manages and tracks student health records electronically for effectively maintaining continuity of care when students change grade levels and schools. The student's health record is securely maintained, adhering to HIPAA and FERPA laws within the EHR.
    - I serve as a system administrator in our EdPlan Health System, allowing access for new and existing users, updating records, running reports, and submitting tickets for system assistance. Nurse and Supervisor users have access to vital records, reports, and documents, and can update and add to student profiles as needed.
    - I had the opportunity to serve on the Department of Medical Assistance Services (DMAS) manual review committee with colleagues throughout VDOE this Spring to review and update the DMAS services manual for public schools.
- **Staff Services**
    - The Health Services department assists with immunizations and education for staff; scheduling, collecting consents, disseminating information, managing staff needs, and more.
    - We provide required staff education annually for early recognition and management of emergency situations; including interventions for asthma attacks, allergic reactions related to insects, allergens, and food with anaphylaxis, treatment of seizures, diabetes (hyper and hypo-glycemia), adrenal insufficiency crisis, and Opioid overdose Naloxone training.
    - I serve as an administrator in Vector Solutions for assignment of school and state mandated staff training requirements, such as Blood Borne Pathogen training, and all required health services emergency training.
    - We proposed the TCPS CERP (Cardiac Emergency Response Plan), to be implemented by Health Services staff and Administration in accordance with legislation; SB 8187/HB 1695, effective July 1, 2025.
    - Health Services staff manage the AEDs throughout our schools.
    - First-responder training is provided throughout the year, and health services staff may assist with scheduling CPR, Stop the Bleed, and first aid training for instructional and support staff.

- Health Services provide medication training annually. Training must be provided by a RN or FNP. According to the Code of Virginia §22.1-274, any school with 1 or more students diagnosed with diabetes, must have at least 2 individuals who can administer insulin and glucagon. In accordance with the Code of Virginia §54.10-3408, medication training must be provided for those individuals who cannot refuse to give medications; administrators, secretaries, first responder teams, etc. Medication training is also provided to teachers and staff who accompany students on field trips and to bus drivers who transport these students.
- We provide our First Responders and Transportation Staff with Naloxone training, and Rx Naloxone kits for emergency use.
- School health services provide services to employees such as disease education on treatment and prevention, referrals, disease maintenance, and blood pressure and glucose monitoring.
- I disseminate a monthly Health Services Newsletter throughout the year to students and staff, providing wellness tips, preventative health information, statistics, health care referral links, and more.
- We administer acute care for staff illnesses and injuries.
- I am responsible for the collection and analysis of staff incident reports. These reports are established for Worker's Comp. claims. There were **55** employee incidents reported to Health Services in 24-25.
- We are responsible for recording any infectious disease cases within the schools, and reporting all staff communicable disease outbreaks to the Health Department.

- **Community Services**
  - Health Services collects data on reported infectious diseases and absenteeism rates within the schools, and collaborates with the epidemiologist at the Tazewell County Health Department (TCHD) to monitor these illnesses that could potentially affect our students and community. We actively take measures to prevent communicable diseases in our schools. I report the collected data to TCHD weekly and as needed.
  - I collaborate with TCHD, our Superintendent, and building administrators to establish immunization clinic schedules on school premises, and communicate this schedule to our community.
  - We collaborate with Southwest Virginia Community College (SWCC) for the RN, and LPN student preceptorship in our schools. Individually, our school nurses and nurse supervisors volunteer to serve as preceptors for these students.
  - I serve on the Southwest Virginia Community College Nursing Program Advisory Board, which meets quarterly each year.
  - I served as a TCPS liaison for the clinical partnership with SWCC during Virginia Board of Nursing (VBON) accreditation assessment for the nursing program.
  - We offer education to our community regarding communicable diseases, illnesses, disease treatment and prevention, and any infectious disease

outbreaks within the schools via written communication, website postings, and social media announcements.
- I communicate with our Superintendent to report any increase in communicable disease cases or any outbreaks of infectious diseases within the school system.
- We collaborate with services, such as Special Education, Task Program, Care Connect, The Department of Social Services, Famis Outreach, and more to provide continuity of care and promote student well being.
- Health Services staff participate in annual Naloxone, and emergency training for our schools and community. Our staff utilizes the RAVE app for emergency situations.
- I serve on the Health and Safety Advisory Council Committee for Clinch Valley Community Action Head Start and Early Head Start Programs, which meets annually and as needed.
- I serve on the TCPS Wellness Committee Advisory Board, which meets triennially.
- Health Services participates in PreK registration camps, educating health and wellness requirements for school entry.
- School Health Newsletters, flyers, school health forms, parent letters, updates and more are shared on our website for community notification.

The Health Service's supports are reviewed and updated annually to meet student, staff and community needs. Each year, student population, acuity levels, and needs are assessed, and changes are made to staff, responsibilities and commitments, and procedures are modified to meet our district's needs. As always, our program would not be successful without the support of our Superintendent, Central Office Staff, and our School Board. We thank you for another year of your continued assistance and guidance!

Thank You,

Lisa Singleton, FNP-C
Director of Health Services

TAZEWELL COUNTY PUBLIC SCHOOLS
END-YEAR HEALTH REPORT – 2024-2025 SY

EDPlan Health™

8,790

Number of Students Served with EDPlan Health

Top Health Alerts

	Student Count
Asthma	189
ADHD/ADD	137
Seizures	35
Allergy - Food	30

3,012

Total Scheduled Services Delivered

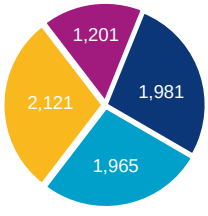
Total Unplanned Office Visits **22,056**

7,597

Total Medication Administrations

Health Screenings

- Vision Screenings
- Hearing Screenings
- Growth Screenings
- Scoliosis Screenings



Average Service Length

8.59 MINUTES

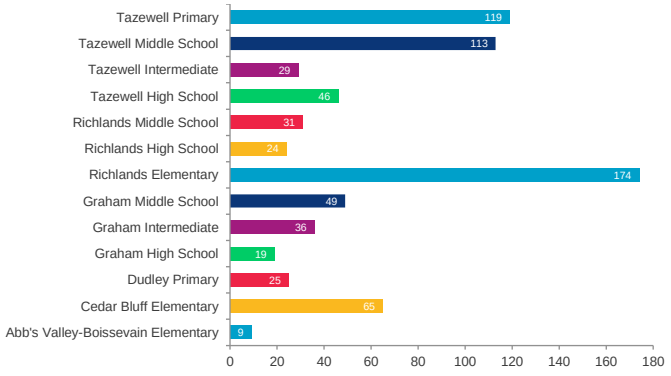
EDPlan Health Users

23 LPN / Health Assistant

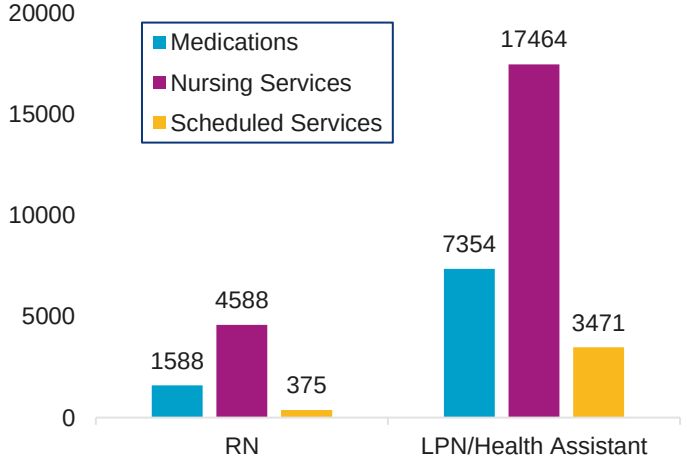
31 Total Users

8 Registered Nurse (RN)

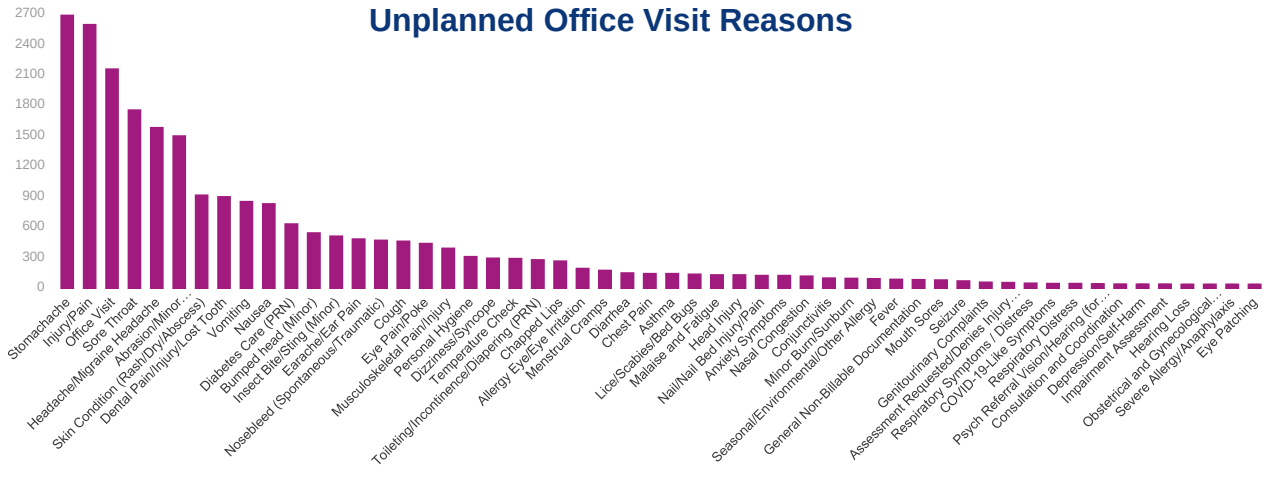
Health Alerts by School



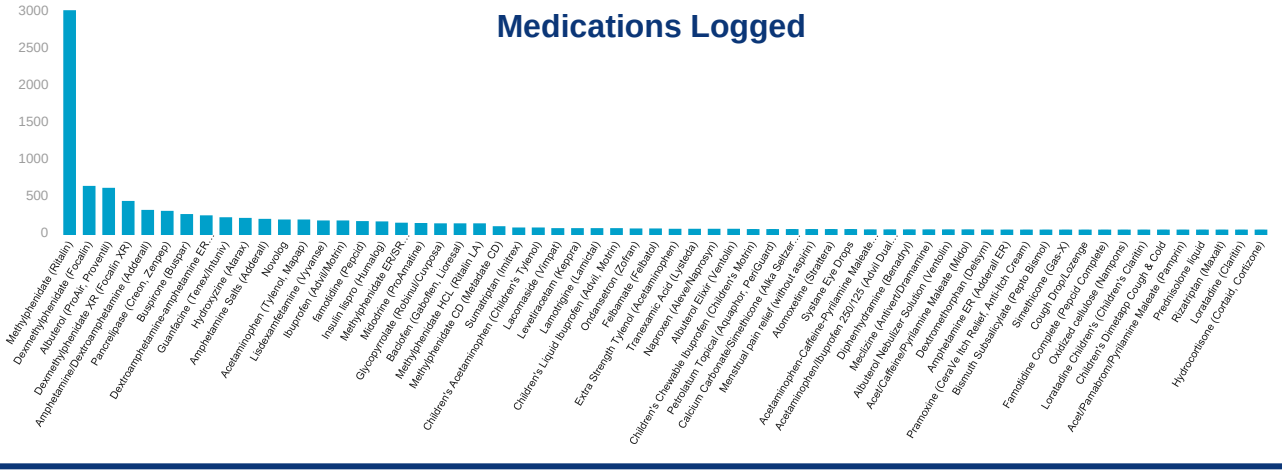
Number of Health Service Logs



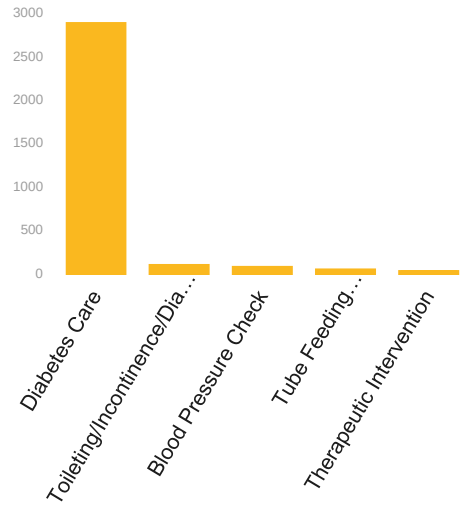
Unplanned Office Visit Reasons



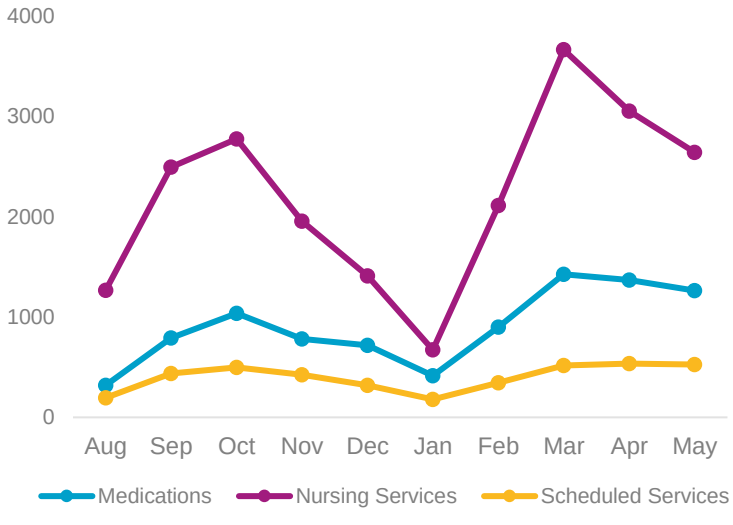
Medications Logged



Scheduled Services Logged



Services Logged Per Month



Unplanned Office Visit Outcomes

Outcome	#
Student treated and sent BTC	7,460
Student treated and sent BTC; Parent notified	3,989
Student assessed and sent BTC	2,022
Student sent home	1,254
Student assessed and sent BTC; Parent notified	973
Student assessed and parent notified	738
Student assessed and treated, parent notified, parent picked up	411
Student treated, taken home at parent request	217
Student treated, sent for further medical care; Parent notified	66
Student treated, referred to Administration	60
Other - see comments	59
Student assessed/treated and sent to guidance counselor	28
Student assessed and dismissed; Parent notified	23
Return if any worse at any time	19
Student sent to cafeteria	15
Procedure Completed	13
EMS Called/Transported to Hospital	10
Administered by Parent	9
Student sent home; Exclude from school	7
Student refused treatment	6
Student screened and sent BTC; School Psychologist notified	6
Student treated, able to drive home with parent permission	5
EMS Called	2
Student left before assessment/treatment completed	2
Student excluded from school until cleared by MD	1
No outcome selected	4,701

Unplanned Office Visit Outcomes - Graph



PUBLIC CONSULTING GROUP

REPORT KEY

Number of students enrolled in division in EDPlan

Number of Students Served with EDPlan Health

Top Health Alerts

Top 4 most-entered Health Alerts in division

Total number of Scheduled Services with "Delivered" Service Types

Total Scheduled Services Delivered

Total Unplanned Office Visits

Total number of Nursing Services

Total number of medications with "Delivered" Service Types

Total Medication Administrations

Health Screenings

Top 4 Screening types completed

Average Service Length

Average minutes of all services combined

EDPlan Health Users

Number of users under each Health User Type

Health Alerts by School

Total number of Health Alerts broken down by school

Number of Health Service Logs

All logs except for holiday/no school Service Types broken out by User Type

PUBLIC CONSULTING GROUP

Unplanned Office Visit Reasons

All Nursing Service templates used ranked in order of frequency of use

Medications Logged

All Medications logged ranked in order of frequency of log

Scheduled Services Logged

All Scheduled Services logged ranked in order of frequency of log

Services Logged Per Month

Logs entered by month without holiday / no school Service Types

Unplanned Office Visit Outcomes

Outcomes listed in order of frequency of use

Unplanned Office Visit Outcomes - Graph

Outcomes grouped into broader categories and displayed in Pie Chart format