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 May 13, 2024 at 5:00 p.m.

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

Chair Moir called the meeting to order at 5:00 p.m.

**Unscheduled Agenda Items**

Vice-Chair Whittington made a motion to add "Richlands Middle School Band and Choir Students" to letter "D" under recognitions and instructional focus; add "Approval of Reading Textbook Adoption" as letter "Q" under new business; and remove letter "L" - "Approval of Bid for Carpet Installation in all Middle School and High School Auditoriums". Mrs. Mullins seconded the motion, and the Board unanimously approved.

**Approval of Agenda**

Vice-Chair Whittington made a motion to approve the agenda as amended. Mrs. Mullins 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 Whittington, seconded by Mrs. Mullins 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, and Chair Moir called the open session portion of the meeting to order at 6:37 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 Moir called for a moment of silence. Vice-Chair Whittington led the Pledge of Allegiance.

**Consent Agenda**

Vice-Chair Whittington made a motion to approve items A and B of the consent agenda as presented and approve item C of the consent agenda as amended. Mrs. Mullins seconded the motion, and the Board unanimously approved.

Vice-Chair Whittington made a motion at the recommendation of the Division Superintendent that all employees presently holding signed contracts or wage assignment schedules with Tazewell County Public Schools be re-employed for the 2024-2025 school year subject to the approval of the Tazewell County School Board this date with the following exceptions: those employees requesting to retire from service, employees leaving the school system, employees whose positions have been eliminated or those employees recommended for non-renewal. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**Approval of Student Disciplinary Committee Meeting Minutes**

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the minutes from the April 8, 2024 Student Disciplinary Committee meeting. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**Recognitions and Instructional Focus**

**A. Grades 9-12 CTE Teacher of the Year – Willie Hunt, Richlands High School, *Rickie Vencill, Principal, Richlands High School***

Mr. Vencill shared a few of the many reasons Mr. Hunt was nominated for and selected as the Grades 9-12 CTE Teacher of the Year.

**B. Cedar Bluff Elementary School Recognition, *Buffie Crabtree, Principal, Cedar Bluff Elementary***

Mrs. Crabtree recognized the Reading Bee Fourth Grade Overall Winners. The students were Trynton Cruey, Adam Gilbert, Aubree Gilbert, and Mariail Hyatt, and the coach was Dana Smith.

**C. Elementary Regional History Day Winners and Virginia State History Day Participants, *Melanie Lashinsky, Director of Elementary Education/Title I* (SEE ATTACHED)**

Mrs. Lashinsky shared a presentation from the Elementary Regional History Day and Virginia State History Day. She recognized the following students: Sierrah Bales, Kynlee Brooks, Cameron Cole, Sadie Cole, Landon Collins, Anistyn Crabtree, Mila Havens, Rickie Lamb, Ella-Rae Patton, Ethan Patton, and Aryanna Price. Students who attended the meeting displayed their history projects. Ethan Patton won first place at the regional History Day competition, and Landon Collins won the MacArthur Memorial Prize.

**D. Richlands Middle School Recognitions, *Sabrina Holmes, Principal, Richlands Middle School***

Mrs. Holmes recognized the following students from Richlands Middle School:

- Brain Games Team – first place (Reyn Buchanan, Layla Cook, Hannahlee Deskins, Scarlett Dunford, Elizabeth Harris, Eden Kiser, Keegan McGee, Blake Mitchell, Sophia Muncy, Gage Reeves, Patrick Spencer, Dewey White)
- SVCC Math Competition – first place – Abbey Stiltner and Hannahlee Deskins
- Richlands Lions Club Peace Poster Contest – Lukas Lane
- District Band – Overall First Place (Flute) – Abby Allen
- Band Students - District Band – Overall First Place (Flute) – Abigail Allen; Symphonic Band - Abigail Allen; Concert Band – Kiara Dye and Rozalyn Dye
- Junior All District Travel Choir - Rozalynn Breeding, Taylin Elswick, Neveah Hill
- Junior All District Mixed Choir - Travis Howell, Isabella Gibson, Roger Moore

**E. Richlands High School Recognitions, *Rickie Vencill, Principal, Richlands High School***

Mr. Vencill recognized the following students from Richlands High School:

- Drama Club – Director: Hannah Helton, Students: Gabriella Boardwine, Katrina Bowman, MaKenna Cantrell, Claire Cook, Alex Dotson, Grant Dye, Rozalyn Dye, Ren Elswick, Bella Goff, Canaan Green, Cain Harris, Val Johnson, Tristan Jones, Lily Kinder, Isabella Lawson, Hanna Meade, Piper Neeley, Josh Osborne, Callie Proffitt, Cami Ratliff, Hunter Ray, Laken Ray, Jaylen Richardson, Emily Rohrer, Althea Shortt, Leigh Smith, Trey Taylor, Brayleigh Woody
- 2024 District 9 Congressional Art Competition - Isabella Lawson
- SVCC Luminary Award - Valencia Johnson
- FCCLA State Conference – Alexis Bryant and Callie Proffitt

**F. Tazewell High School Recognitions, *Jerry Smith, Principal, Tazewell High School***

Mr. Smith shared the following student and school recognitions:

- FBLA State Champion – Electronic Career Portfolio – Abigail Rhudy
- FBLA National Qualifiers: Broadcast Journalism – Layla Cecil and Elise Clevinger; and Business Communication – Abigail Rhudy
- FBLA School Recognitions: Honor Chapter, Silver Level Champion Chapter and Virginia FBLA Foundation Bronze + Life Member

**G. Virginia SkillsUSA Competition, *Lee Salyers, Principal, Tazewell County Career and Technical Center***

Mr. Salyers recognized the following students who participated in the recent Virginia SkillsUSA Competition:

- Alana Capshaw, Ella Lawson, Scotty Golcher - (Gold) Community Service Project
- Blake Zinsmeister & Wes Dudley - (Gold) Robotics & Automation
- Ashley Shelton - (Gold) Barbering
- Julius Pridgen, Thomas Cole - (Gold) Mechatronics
- Stephanie Wingo - (Gold) Esthetics
- Orion Mustard, Ethan Deel, Matthew Shirey, Austin Miller (BCHS) (Silver) Teamworks
- Sean Dillon Stout - (Silver) Cabinetmaking
- Raygan Vance, Calvin Dowell- (Silver) Mechatronics
- Makayla Matney - (Silver) First Aid CPR
- Alyssa Bandy - (Bronze) Motorcycle Service Technology
- Aysia Hammond - (Bronze) Nail Care
- Haley Reynolds - (Bronze) First Aid CPR

**H. Student Update, *Nathaly Du, Graham Area Student Representative***

Nathaly Du shared a presentation with Board members showing updates from the following schools: Abb's Valley Boissevain Elementary, Dudley Primary, Graham Intermediate, Graham Middle, and Graham High.

**Hearing of Citizens**

No one spoke.

**Hearing of Employees**

No one spoke.

**Unfinished Business**

**A. Approval of VSBA February Policy Updates, second read, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)**

Dr. Stacy asked for a second read approval of the VSBA February 2024 policy updates. He advised Policy DO would authorize him to approve grant applications for certain grants not to exceed $250,000. Policy regulation EDC-R.1 would be a stand-alone regulation and remain the same name, since policy EDC had been deleted by VSBA. In addition, since policy IKB was also deleted by VSBA, policy regulation IKB-R would be moved under policy IKA and renamed IKA-R.

Vice-Chair Whittington made a motion to approve the VSBA February 2024 Policy updates as presented as a second read. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**B. Approval of Booster Club Guidelines for Tazewell County Public Schools, second read, *Jessica Cox, Director of Budget and Finance* (SEE ATTACHED)**

Ms. Cox asked Board members for a second read approval of the Booster Club Guidelines. She advised she had made all of the revisions that had been sent to her by Board members.

Vice-Chair Whittington made a motion to approve the Booster Club Guidelines as a second read. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**New Business**

**A. Ratification of Poll Vote, *Chris Moir, School Board Chair***

Chair Moir asked Board members to ratify the poll vote of April 22, 2024 (for personnel).

Vice-Chair Whittington made a motion that the Tazewell County School Board ratify the poll vote of April 22, 2024. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**B. Insurance Selection, *Dr. Chris Stacy, Division Superintendent and Sam Irby, Insurance Consultant***

Dr. Stacy shared that for the past six or seven years, BPA had been the third -party administrator for the school division. BPA was in the process of being purchased by another company. Dr. Stacy advised that the school division had requested bids for third party administrators. He indicated three bids were received and were very similar in cost with little difference in services. During Insurance Committee meetings, Mr. Irby helped walk the committee through the bids to make sure everyone understood exactly what the contracts contained. Dr. Stacy told Board members his recommendation was to accept Sentara Insurance as the third-party administrator and

use Jefferson Health Plan Pharmacy Benefit Manger (Express Scripts) so the prescription drug plan would stay similar. If employees would have issues with prescriptions, Mr. Irby should be able to assist with those as he has in the past. Mrs. Moir commented that the dental and vision insurance would not change.

Dr. Stacy shared that Sentara has a Virginia based company and already assisted several school divisions larger than Tazewell County Public Schools. When the school division went with BPA several years ago, Tazewell County was automatically the biggest client and at times that created some growing pains for both BPA and the school division. Tazewell County will not be Sentara's largest client. Dr. Stacy also advised Sentara had a large network in Virginia and the surrounding areas. He thanked Mr. Irby for all of his assistance through this process.

Vice-Chair Whittington made a motion to approve Sentara Health as the third-party administrator and Jefferson Health as the Pharmacy Benefits Manager for Express Scripts. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**C. Approval of Quote for Buses, *Marcella Keene, Manager of Transportation* (SEE ATTACHED)**

Ms. Keene asked for Board approval of the quote for three special needs school buses from Sonny Merryman in the amount of $412,230.00. Mr. Woodard asked what funds would be used to pay for the buses, and Ms. Cox advised the buses would be paid for with state/local funds.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the quote for three buses from Sonny Merryman in the amount of $412,230.00. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**D. Approval of Quote for Transportation Vehicle, *Marcella Keene, Manager of Transportation* (SEE ATTACHED)**

Ms. Keene asked for Board approval of the quote for the transportation vehicle from Friendship Ford in the amount of $38,514.00.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the quote for the transportation vehicle from Friendship Ford in the amount of $38,514.00. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**E. Approval of Quote for Bus Radios, *Marcella Keene, Manager of Transportation and Randy Mullins, Supervisor of Technology* (SEE ATTACHED)**

Ms. Keene and Mr. Mullins asked for approval of the quote from Mobile Communications in the amount of $133,860.06 for bus radios. Ms. Keene indicated there were still problems with the current bus radios. She requested the School Board go with a three-year lease with Mobile Communications. The GPS would be web based instead of internet based and was the same system being used by 911. The radios would more than likely be installed by the third or fourth week of July.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the quote from Mobile Communications in the amount of $133,860.06 for bus radios. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**F. Approval of Quote for Food Service Vehicle, *Tim Jessee, Manager of Food Services* (SEE ATTACHED)**

Mr. Jessee asked for Board approval of the quote for the Food Service vehicle from Empire Ford Lincoln in the amount of $43,268.00.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the quote for the Food Service vehicle from Empire Ford Lincoln in the amount of $43,268.00. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**G. Approval of Bid for Tazewell Middle School Roof, *Eugene Parkhurst, Manager of Buildings and Grounds* (ATTACHED)**

Mr. Parkhurst asked for Board approval of the bid from Frye Roofing in the amount of $387,926.00 for the Tazewell Middle School Roof. Mrs. Mullins asked if the Frye Roofing bid included clean-up, and Mr. Parkhurst and Ms. Cox both indicated that was included.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the bid from Frye Roofing in the amount of $387,926.00 for the Tazewell Middle School Roof. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**H. Approval of Bid for Removal and Replacement of Windows at Tazewell High School and Richlands High School Auditoriums and Agriculture Centers, *Eugene Parkhurst, Manager of Buildings and Grounds* (ATTACHED)**

Mr. Parkhurst asked for Board approval of the bid from Bluefield Glass in the amount of $240,580.00 for the removal and replacement of windows at Tazewell High School and Richlands High School auditoriums and agriculture centers.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the bid from Bluefield Glass in the amount of $240,580.00 for the removal and replacement of windows at the Tazewell High School and Richlands High School auditoriums and agriculture centers. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**I. Approval of Bid for Richlands Elementary Gym Roof, *Eugene Parkhurst, Manager of Buildings and Grounds* (ATTACHED)**

Mr. Parkhurst asked for Board approval of the bid from Dunford Roofing in the amount of $81,000.00 for Richlands Elementary gym roof. He advised this bid did not include the steel structure, but he was trying to find a company to do that part.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the bid from Dunford Roofing in the amount of $81,000.00 for Richlands Elementary gym roof. Mrs. Mullins seconded the motion, and the Board approved 4-1 with Mr. Woodard voting against the motion.

Mr. Woodard indicated he voted against the motion, because Dunford Roofing had been the company that missed the issues with the structure in the first place.

**J. Approval of Quote for Modular Building for Graham High School, *Eugene Parkhurst, Manager of Buildings and Grounds* (ATTACHED)**

Mr. Parkhurst asked for approval of the bid from Modular Genius in the amount of $182,884.49 for a modular building for Graham High School. This quote was a cooperative agreement with JMU, so additional quotes were not necessary. Mr. Robinson asked if the building would be completed before the start of school in August, and Mr. Parkhurst indicated it should be completed in July.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the quote from Modular Genius in the amount of $182,884.49 for a modular building for Graham High School. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**K. Approval of Bid for Exterior Lighting at all Campuses, *Eugene Parkhurst, Manager of Buildings and Grounds* (ATTACHED)**

Mr. Parkhurst asked Board members for approval of the bid from Dublin Electrical Contractors in the amount of $83,235.00 for exterior lighting at all campuses.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the bid from Dublin Electrical Contractors in the amount of $83,235.00 for exterior lighting at all campuses. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**L. Approval of Bid for Carpet Installation in all Middle School and High School Auditoriums, *Eugene Parkhurst, Manager of Buildings and Grounds***

This item was removed from the May 13, 2024 agenda.

**M. Approval of Continuing Contract Renewal Letters (for various inspections, products, maintenance agreements and servicing), *Eugene Parkhurst, Manager of Buildings and Grounds* (SEE ATTACHED)**

Mr. Parkhurst asked for approval to accept renewal letters for continuing contracts from companies listed on the attached document.

Vice-Chair Whittington made a motion that the Tazewell County School Board give approval to accept continuing contract renewal letters from the companies specified. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**N. Approval of Quote for Graham Middle School Split System, *Eugene Parkhurst, Manager of Buildings and Grounds* (SEE ATTACHED)**

Mr. Parkhurst asked for approval of the quote from Trane in the amount of $79,988.00 for Graham Middle School Split System. Dr. Stacy indicated some or all of this purchase would be grant funded.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the quote from Trane in the amount of $79,988.00 for Graham Middle School Split System. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**O. Approval of School Calendar Bid, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)**

Dr. Stacy asked for approval of the bid from Clinch Valley Printing for the 2024-2025 School Calendar in the amount of $15,821.00. The bid was broken down in two sections: handbook section with policy and forms ($6,683.00) and calendar section with student artwork ($9,138.00).

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the bid from Clinch Valley Printing in the amount of $15,821.00 for the 2024-2025 school calendars. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**P. Approval of Bid for Applied Behavior Analysis Services, *Melinda Smith, Director of Special Programs* (SEE ATTACHED)**

Mrs. Smith asked for approval of the bid from ProCare Therapy. She advised ProCare Therapy was chosen as the winning bid because they would provide onsite services Monday-Friday 9am-3pm at the hourly rate in the proposal. Mrs. Smith told Board members with the uptick in student behavior, this was long overdue and would help with behaviors. She advised this would be paid for with Special Education funds. Mr. Robinson asked if the company would be able to provide the staff, and Mrs. Smith advised the company indicated that would not be a problem. Dr. Stacy shared this company would only be paid when used.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the bid from ProCare Therapy for applied behavior analysis services. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**Q. Approval of Reading Textbook Adoption, *Melanie Lashinsky, Director of Elementary Education/Title I* (SEE ATTACHED)**

Ms. Lashinsky asked for approval of the quote from Benchmark Education Company for the reading textbook adoption in the amount of $689,073.00. She advised this was chosen by a textbook committee made up of parents, teachers, administrators, a reading specialist and herself. The committee had meetings with several companies before selecting the proposal from Benchmark Education Company. Ms. Lashinsky advised this would be a seven-year contract.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the quote from Benchmark Education Company in the amount of $689,073.00. Mrs. Mullins seconded the motion, and the Board unanimously approved.

**Superintendent's Report**

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

Mrs. Ashby indicated the last few weeks had been extremely busy with testing. She told Board members everyone had been working very hard and shared the following updates of testing going on in the school division:

- The benchmark testing window was still open.
- MAP testing was in progress for grades K-2.
- Local Assessments were still being collected and submitted.
- High School students who failed the WorkKey Reading or Writing tests were eligible to retake the tests.
- As of the date of the School Board meeting, the school division had been in SOL testing for 11 days and scores were already in for 4,625 SOL tests.

**B. School Health Services Update, *Lisa Singleton, FNP-C***

Mrs. Singleton expressed gratitude for all school nurses/health assistants throughout the school division. She shared various school health services updates, some of which included:

- COVID tests currently in stock would expires May 18, but new free tests would be provided by the Virginia Department of Health to the school division after that date.
- Dental screenings - 190 middle school and high school students participated in the dental screenings.
- From February to April, the school division partnered with SVCC for school division RNs to precept SVCC RN students
- Tazewell County Public Schools hosted the Virginia Department of Health for Back to School Vaccine Clinics in April for 7$^{th}$ and 12$^{th}$ grade students. Sixty-six students were vaccinated.

**C. Budget Update, *Jessica Cox, Director of Budget and Finance and Dr. Chris Stacy, Division Superintendent***

Ms. Cox told Board members that the Board of Supervisors approved the required minimum funding ($15,984.458.00) for the school division on May 7, 2024. Dr. Stacy shared with Board members that it appeared an agreement had been reached between the Governor and the General Assembly on a compromised budget that would allow for a three percent raise for SOQ funded staff members. He advised the Governor had not yet signed the budget, but once it was official, the school division would receive a new calculation tool.

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

Dr. Stacy stated the Board meeting had been a good meeting that showcased students, teachers and schools. He advised there were 16 days left in the school year. Dr. Stacy expressed appreciation to all staff. He indicated contracts would go out on May 28, 2024 and would be accessed online as in the past. Technology staff members would be available in all areas to assist employees if needed.

**Board Member Comments**

Mr. Woodard said it was good to recognize students at the meeting for all the good things going on in the schools and community. He stated it was really good to be making improvements throughout the school buildings. Mr. Woodard said there had been a lot being said about the financial status of the county, but shared the school division did not have a financial crisis because the school division's spending is planned spending that includes grants. The school division money had been managed well for the last few years thanks to Dr. Stacy's leadership. Mr. Woodard stated the only way to end up in a financial crisis was if someone would put the school division in on by taking money away. He remarked it did not look like the federal government would do that; it did not look like the state government would do that; and, hopefully the local government would not do that. Mr. Woodard said he was proud of how the school division finances had been handled and of the School Board's standing. He thanked Dr. Stacy and his staff for that financial management.

Mr. Robinson thanked Nathaly Du for her presentation on the schools and congratulated all of the students recognized during the meeting. He said all the students recognized reflected on how hard the teachers and administrators had worked. Mr. Robinson expressed appreciation to teachers and administrators. He commended the Richlands High School Drama Club for the phenomenal presentation of the Adams Family. Mr. Robinson congratulated Willie Hunt for being selected as the CTE Teacher of the Year.

Mrs. Mullins asked the principals to pass along to the students and teachers how much the Board members enjoyed all of the recognitions during the meeting. She thanked the businesses and individuals who helped make the Tazewell High School Prom such a success and so beautiful. Mrs. Mullins expressed appreciation to Dr. Stacy and staff for all of the improvements made or being made to the schools, because the students deserved the best. She thanked all school division staff for all the hard work.

Vice-Chair Whittington echoed all of the comments of fellow Board members. She stated it was obvious that Tazewell County had much talent with all of the student/teacher recognitions. Vice-Chair Whittington congratulated Willie Hunt for being named CTE Teacher of the Year. She wished everyone a safe, happy and noneventful end of the school year.

Chair Moir shared that the person who spoke before closed session talked about finding joy in every day, and she said the meeting had definitely been joyful with all of the students in attendance. Chair Moir said Tazewell County Public Schools had incredible people doing impressive things and congratulated all who were recognized during the meeting. She wished everyone continued good luck as another school year is ending. Chair Moir stated the school division excelled because of teachers who care and high expectations. She congratulated the 2024 graduates.

Vice-Chair Whittington made a motion to adjourn at 8:21 p.m. Mrs. Mullins seconded the motion, and the Board unanimously approved.

_____ _____

Chris Moir, School Board Chair Date

_____ _____

Vicki Bailey, School Board Clerk Date

Approved by the School Board: June 10, 2024

# Virginia State History Day

April 27, 2024

# History Day

- Virginia History Day is the state affiliate of National History Day, a project-based learning program for students in grades 4-12. This interdisciplinary research project helps students develop historical thinking and literacy skills while making the study of history engaging, relevant, and most of all FUN!

- This year's theme: **TURNNING POINTS IN HISTORY**
- Students research a topic. They are judged on their exhibit, their process paper that includes an annotated bibliography with primary and secondary resources, and their ability to answer questions during the judges' interviews.

# Regional Competition was held at Emory and Henry College

- These students placed and attended the Virginia State History Day Competition in Richmond, Virginia:

- Group Exhibit:
- First Place – Anistyn Crabtree and Ella-Rae Patton (RES) *A Virginia Woman of Justice*
- Second Place – Cameron Cole and Rickie Lamb (RES) *The Beginning of Freedom*
- Third Place – Kynlee Brooks, Sadie Cole, and Sierrah Bales (RES) *The Brideships to Jamestown*

# Regional Winners Continued

- **Individual Exhibit:**
- First Place – Ethan Patton (CBES) *The Battle of Gettysburg*
- Second Place – Landon Collins (GIS) *The Attack on Pearl Harbor*
- Third Place – Aryanna Price (GIS) *Bessie Coleman*
- Fourth Place – Mila Havens (GIS) *The Lost Colony*

# Our trip to State Competition in Richmond:



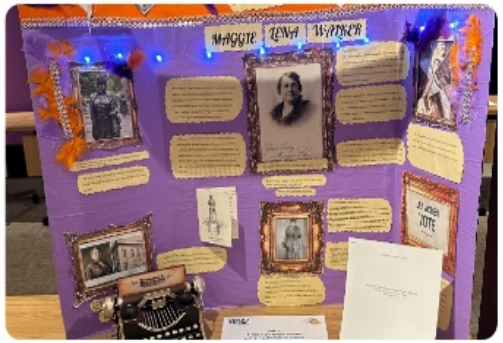









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SOUTHWEST






VIRGINIA
MUSEUM
OF HISTORY
& CULTURE
PIC•COLLAGE








JORDAN
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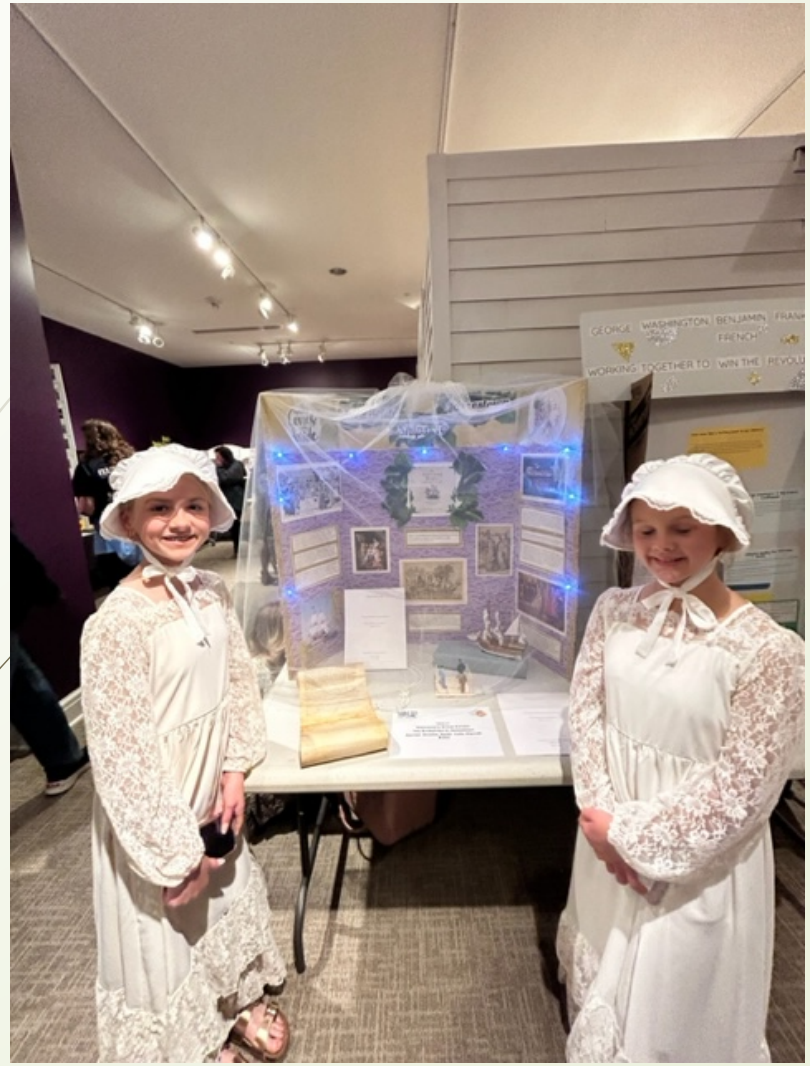


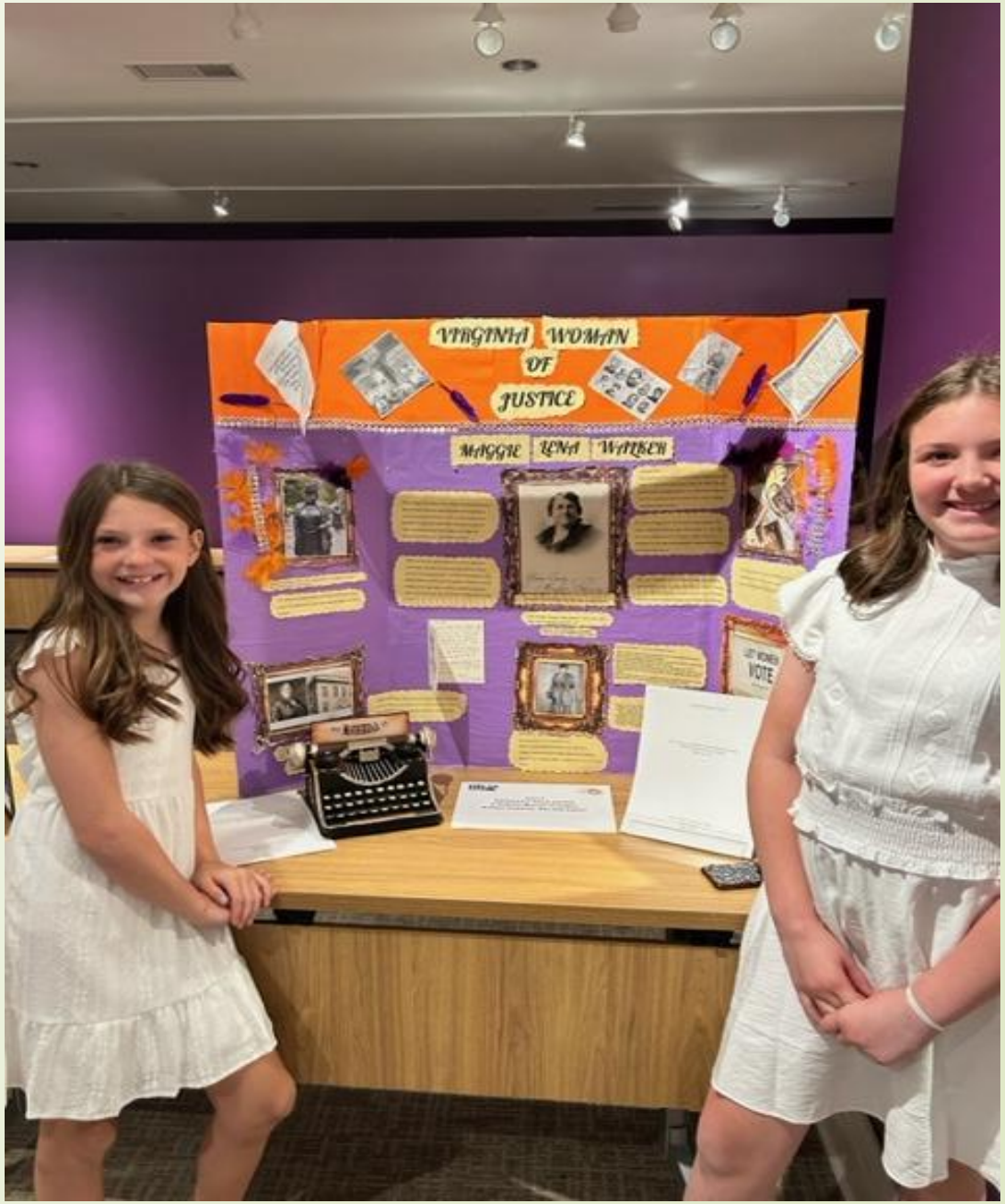

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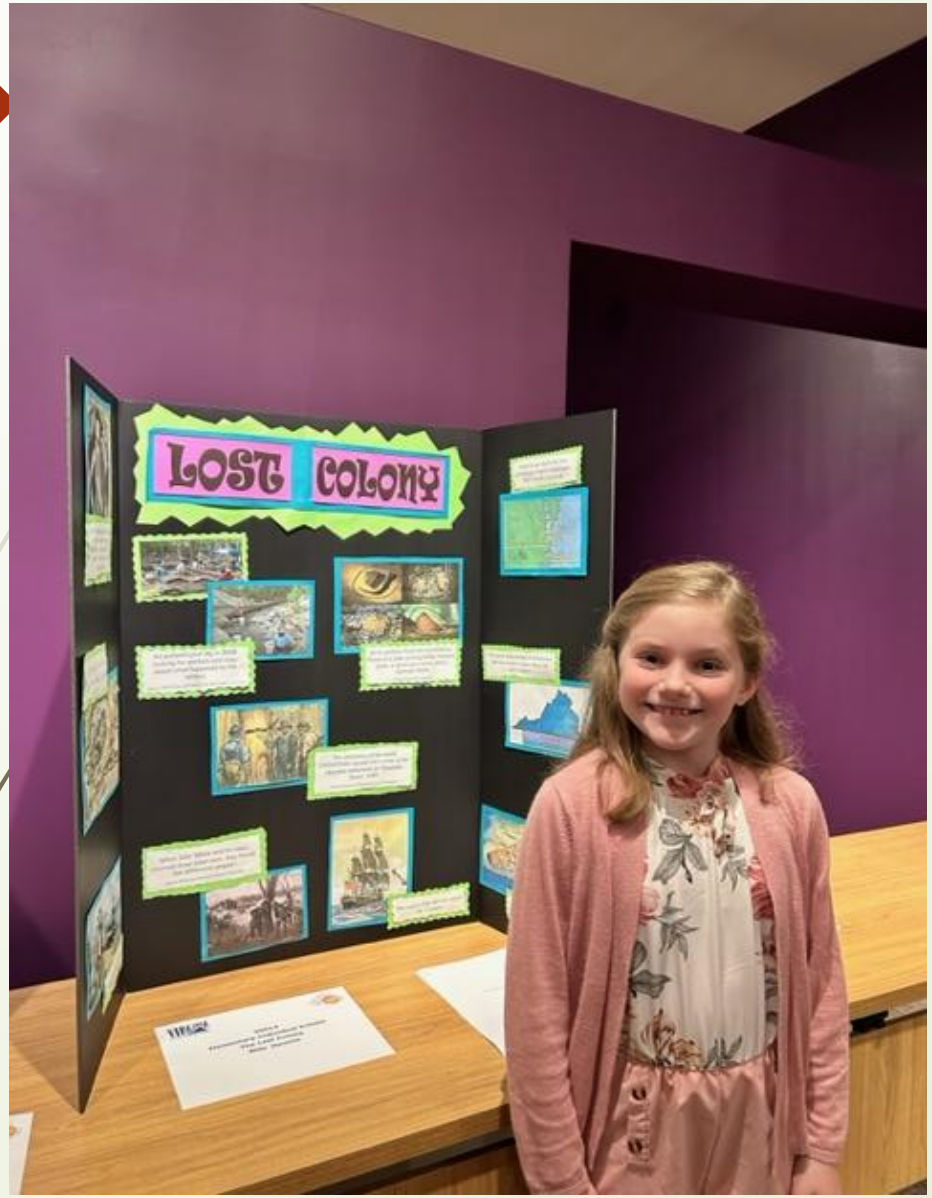



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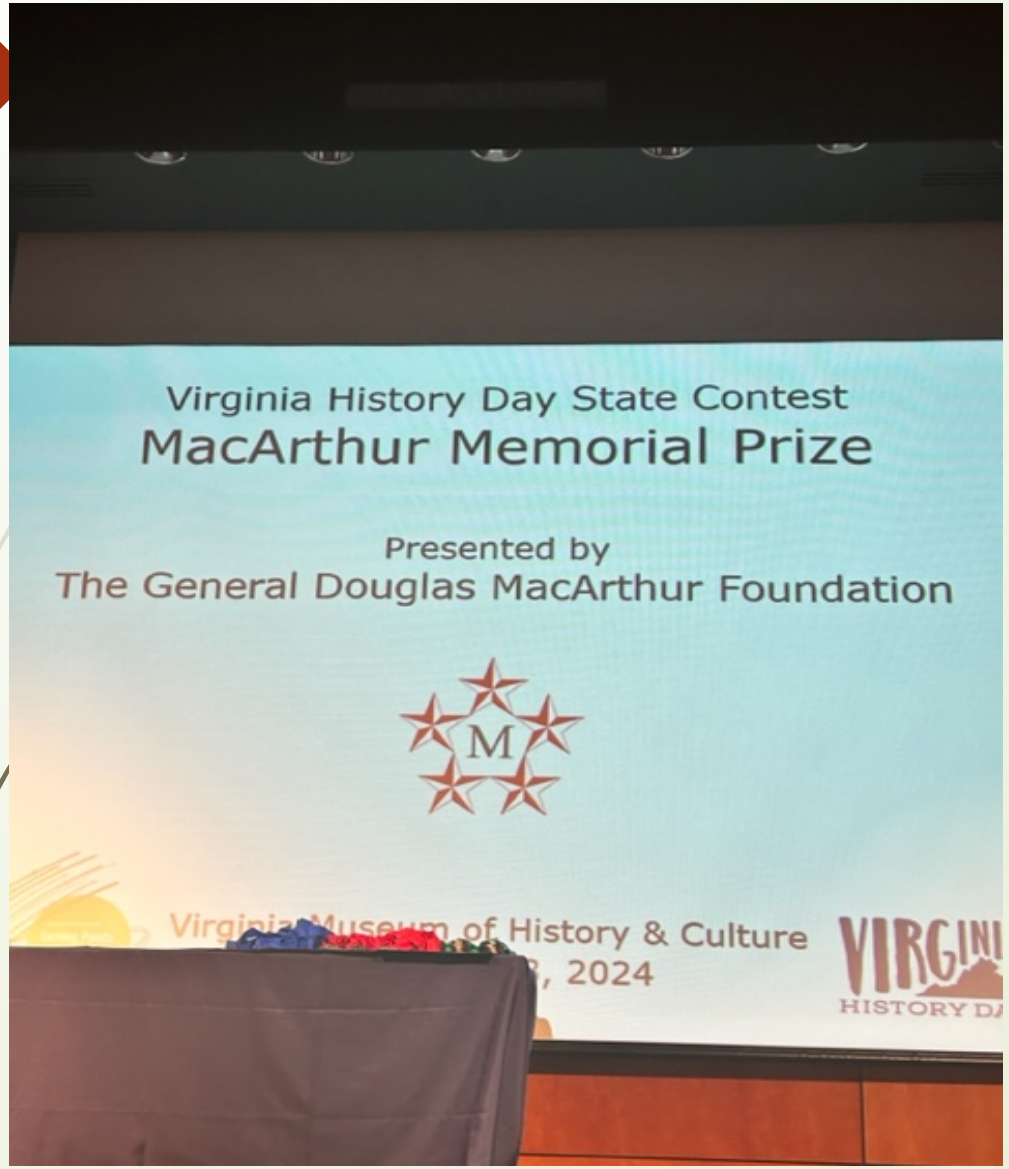

Beginning of Freedom




VIRGINIA WOMEN
OF
JUSTICE
MAGGIE LENA WALKER


LOST COLONY


Beginning of Freedom


Virginia History Day State Contest
MacArthur Memorial Prize
Presented by
The General Douglas MacArthur Foundation
M
Virginia Museum of History & Culture
, 2024
VIRGINIA
HISTORY DAY


VIRGINIA
HISTORY DAY
VIRGINIA MUSEUM OF
HISTORY & CULTURE

# Recognition at State

- Anistyn Crabtree and Ella-Rae Patton made it into the final six in their category.
- Landon Collins won the MacArthur Memorial Prize

- https://www.youtube.com/watch?v=HaEptI3bFd8

- (23:50)

# A big THANK YOU!!

- School-Level Judges:  Ashley Brown, Amy Lawson, Lisa Mitchell, Michele Blankenship, Katheryn Vass, and Tammy Williams
- Teachers – attended professional development in September to prepare for TCPS students to particpate
- Principals -- all principals were supportive and attended the Regional History Day at E&H
- Parents – traveled to Richmond and are helping to generate excitement in students for next year's History Day!!
- Dr. Stacy – Very supportive.  He approved of defraying much of the cost of the students' participation and allowed us to make the most of this trip by going to Monticello and the Virginia State Capitol.

# Explanation of Revisions – February 2024 Policy Update

| Policy Code | Revision |
|---|---|
| **BCF** | **Advisory Committees to the School Board**<br>Policy and Legal References updated. |
| **BG/GBD** | **Board-Staff Communications**<br>Policy updated to recognize collective bargaining. |
| **CBE** | **Severance Benefits**<br>Cross References added. |
| **DGD** | **Funds for Instructional Materials and Office Supplies**<br>Policy updated to reflect school board's designation of a second person to sign checks disbursing funds from specified accounts. |
| **DJA** | **Purchasing Authority**<br>Policy reorganized for clarity.<br>Cross References updated. |
| **DJB** | **Petty Cash Funds**<br>Policy updated. |
| **DK** | **Payment Procedures**<br>Policy updated. |
| **DO** | **Non-Locally Funded Programs**<br>Footnote added for divisions which authorize superintendent to approve some grant proposals. |
| **EBAA** | **Reporting of Hazards**<br>Legal References updated. |
| **EBBA** | **Emergency First Aid, CPR and AED Certified Personnel**<br>Policy updated. |
| **EBCD** | **School Closings**<br>Policy and Cross References updated.<br><br>*Please note: The policy states that the superintendent may establish any regulations necessary to implement this policy.* |
| **EC** | **Buildings and Grounds Management and Maintenance**<br>Cross References updated. |

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| | |
|---|---|
| **ECA** | **Inventory and Reporting of Loss or Damage**<br>Cross References updated. |
| **EDC** | **Authorized Use of School-Owned Facilities and Materials**<br>Policy **DELETED** to avoid duplication with KG Community Use of School Facilities. |
| **ET** | **Educational Technology Foundations and Public School Foundations**<br>Cross References updated. |
| **FE** | **Playground Equipment**<br>Policy, Legal References, and Cross References updated. |
| **FECBA** | **Energy Efficient Construction**<br>Policy **DELETED** because not legally required. |
| **FFA** | **Naming School Facilities**<br>Title, Policy and Cross References updated.<br>Footnote added for guidance. |
| **GBC-E2** | **Notice of How Employees Who Work Less Than 12 Months Are To Be Paid**<br>Exhibit updated. |
| **GBD/BG** | **Board-Staff Communications**<br>Policy updated to recognize collective bargaining. |
| **GBEF** | **Lactation Support for Employees**<br>Separated from policy JHCL.<br>Policy, Legal References, and Cross References updated. |
| **GCBEA** | **Leave Without Pay**<br>Policy updated to reflect content of Legal References.<br>Legal References updated. |
| **GCPD** | **Professional Staff Discipline**<br>Policy updated. |
| **GDB** | **Support Staff Employment Status**<br>Policy **DELETED** because not legally required. |
| **IB** | **Academic Freedom**<br>Cross References updated. |
| **IC/ID** | **School Year/School Day**<br>Policy and Cross References updated. |
| **IKA** | **Parental Assistance with Instruction**<br>Legal References and Cross References updated. |

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**IKB** — **Homework**
Policy **DELETED** because not legally required.

**IKF** — **The Virginia Assessment Program and Graduation Requirements**
Text of policy updated to correct typographical error.
Footnote revised for clarity.

**IKFA** — **Locally Awarded Verified Credits**
Policy updated.

**INDC** — **Religion in the Schools**
Cross Reference added.

**JFCF** — **Drugs in Schools**
Policy and Legal References updated.

**JFCJ** — **Written Notification of Violation of School Policies by Students in Alternative Education Programs**
Policy and Legal References updated.

**JFG** — **Search and Seizure**
Cross References updated.

**JGDB** — **Discipline of Students with Disabilities for Infliction of Serious Bodily Injury**
Policy and Legal References updated.

**JHCL** — **Lactation Support for Students**
Separated from policy GBEF.
Policy and Cross References updated.

**JJAF** — **Student-Athlete Sudden Cardiac Arrest**
Policy updated.

*Please note: The policy requires the superintendent to develop, and biennially review, procedures to implement this policy.*

**JM** — **Restraint and Seclusion of Students**
Policy and Legal References updated.

*Please note: 8 VAC 20-750-70 requires that both this policy and the procedures developed by the superintendent as required by the policy be reviewed annually. Superintendents should be sure that the division's procedures are reviewed and updated on a schedule that complies with that requirement.*

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| | |
|---|---|
| **JOB** | **Administration of Surveys and Questionnaires**<br>Policy formatting changed to reflect content of Legal References. |
| **KL** | **Public Complaints**<br>Cross References updated. |
| **KLB** | **Public Complaints About Learning Resources**<br>Sample policies KLB Options 1 and 2 combined to present two possible procedures for considering complaints regarding learning resources. |
| **KLB Opt. 2** | **Public Complaints About Learning Resources**<br>Policy **DELETED.** Text combined with former sample policy KLB Option 1. |
| **KLB-E** | **Request for Reconsideration of Learning Resources**<br>Exhibit updated. |
| **KMA** | **Relations with Parent Organizations**<br>Legal References updated. |
| **LC** | **Charter Schools**<br>Policy and Legal References updated. |

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# ADVISORY COMMITTEES TO THE SCHOOL BOARD

The School Board may appoint advisory councils or committees of citizens of the school division for consultation with reference to specific matters pertaining to local schools. In addition, pursuant to Board of Education regulations, the School Board establishes advisory committees for the following programs: special education and career and technical education. ~~These committees serve without compensation for one-year terms.~~

In addition, the School Board establishes the following advisory bodies: LIST ANY ADVISORY GROUPS ESTABLISHED BY THE SCHOOL BOARD.

Adopted:

_____

_____

Legal Refs.: ~~20 U.S.C. §§ 5964, 6318.~~

Code of Virginia, 1950, as amended, §§ 22.1-16, 22.1-18.1, 22.1-86, ~~22.1-214,~~ 22.1-227, ~~22.1-275.1.~~

~~8 VAC 20-40-60.~~

8 VAC 20-81-230.

8 VAC 20-120-50.

| | | |
|---|---|---|
| Cross Ref.: | BCE | School Board Committees |
| | BDD | Electronic Participation in School Board Meetings from Remote Locations |
| | BDDL (Optional) | Electronic Participation in Committee Meetings from Remote Locations |
| | EB | School Crisis, Emergency Management, and Medical Emergency Response Plan |
| | EBB | Threat Assessment Teams |
| | IC/ID | School Year/School Day |
| | IGBB | Programs for Gifted Students |
| | KC | Community Involvement in Decision Making |

# BOARD-STAFF COMMUNICATIONS

The BLANK School Board supports and encourages two-way communication between the ~~board~~ Board and ~~employees.~~ employees.[1] The superintendent is the official representative of the ~~school board~~ School Board in its relations and communications with its employees.

Employees are encouraged to communicate their ideas and concerns in an orderly and constructive manner to the ~~school board~~ School Board and/or the superintendent or superintendent's designee.

The ~~school board~~ School Board desires to develop and maintain the best possible working relationship with the employees of the school division. The ~~school board~~ School Board welcomes the viewpoints of employees, and allows time at its meetings for employees to be heard.

The ~~school board~~ School Board does not discriminate against any employee because of membership in an employee organization, or participation in any lawful activities of the organization.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-253.13:7.

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

[1] School boards which have entered into collective bargaining agreements should revise this sample policy as necessary to reflect any relevant provisions of the collective bargaining agreements.

# SEVERANCE BENEFITS

Any severance benefits provided to a departing Superintendent will be publicly announced prior to the Superintendent's departure.

Adopted:

_____

_____

Legal Ref.: Code of Virginia, 1950, as amended, § 15.2-1510.1.

Cross Ref.: CBB Appointment and Term of the Division Superintendent
CBD Superintendent's Contract, Compensation and Benefits

# FUNDS FOR INSTRUCTIONAL MATERIALS AND OFFICE SUPPLIES

The School Board may, by resolution and subject to the approval of the appropriating body, establish accounts in each of its departments and schools committed solely for the purchase of instructional materials and office supplies. The School Board may authorize the transfer of a percentage of the funds budgeted for a school or division department, not to exceed thirty-five percent of the allocation, into the account.

The account shall be managed by the principal of the school or head of the division department who shall file a monthly accounting of the funds with the superintendent. No additional funds shall be transferred into any such account unless the monthly accounting has been filed. The funds in the account may be disbursed for payment of obligations by issuing a negotiable check signed by the principal or head of the division department, and ~~a second person designated by the School Board.~~ _____.[1] At the close of the fiscal year, all funds remaining in the accounts shall be returned to the School Board simultaneously with a full accounting of the disbursements. All such accounts shall be subject to an annual audit as prescribed by Va. Code § 15.2-2511 and to relevant provisions of the Virginia Public Procurement Act.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-122.1.

Cross Refs.:

| | |
|---|---|
| DG | Custody and Disbursement of School Funds |
| DJA | Purchasing Authority |
| DJB | Petty Cash Funds |
| DJF | Purchasing Procedures |
| DJG | Vendor Relations |
| DK | Payment Procedures |

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

[1] The school board should designate a second person to sign disbursement checks.

# PURCHASING AUTHORITY

## Purchasing Agent

The superintendent with the School Board's formal approval may designate a qualified employee to serve as the purchasing agent for the Board. In this capacity, the agent for the Board may purchase or contract for all supplies, materials, equipment, and contractual services required by the school division subject to federal and state laws and regulations and School Board policies. All purchases made by the school division will be in accordance with the Virginia Public Procurement Act.

~~All personnel in the division who desire to purchase equipment and supplies shall follow the established procurement procedures within their departments or schools for the issuance of a requisition or purchase order. All purchase orders must be forwarded to the superintendent or superintendent's designee for approval and processing.~~

## Internal Controls

The superintendent, or superintendent's designee, establishes appropriate procedures for internal accounting controls.

All personnel in the division who desire to purchase equipment and supplies shall follow the established procurement procedures within their departments or schools for the issuance of a requisition or purchase order. All purchase orders must be forwarded to the superintendent or superintendent's designee for approval and processing.

## Purchasing and Contracting

BLANK School Board encourages full and open competition whenever practicable among potential contractors and suppliers by competitive bidding practices; to centralize purchasing and contracting within the school division to realize the economies resulting therefrom; and to seek maximum educational value for every dollar expended.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-4300 et seq., 22.1-70 and 22.1-78.

Cross Refs.:

| | |
|---|---|
| DA | Management of Funds |
| DG | Custody and Disbursement of School Funds |
| DGC | School Activity Funds |
| DGD | Funds for Instructional Materials and Office Supplies |
| DI | Financial Accounting and Reporting |

| | |
|---|---|
| DJ | Small Purchasing |
| DJB | Petty Cash Funds |
| DJF | Purchasing Procedures |

# PETTY CASH FUNDS

The ~~school board~~ School Board may by resolution establish one or more petty cash funds for the payment of properly itemized bills for materials, services, or supplies furnished to the school division under conditions calling for immediate payment to the vendor upon delivery. Such funds shall not exceed $2,000 each.

If it establishes any petty cash funds, the ~~school board~~ School Board will appoint an agent or other person authorized only to approve payment of claims arising from commitments made pursuant to provisions of law from such petty cash funds. Any agent or person into whose hands any such fund is placed may pay such claims therefrom without necessity of prior receipt and audit of the claims by the ~~school board~~ School Board and without approval and issuance of the warrant of the ~~school board~~ School Board.

The clerk of the ~~school board~~ School Board shall report payments from petty cash funds to the ~~school board~~ School Board or to any appointed agent of the ~~school board~~ School Board for approval and reimbursement promptly after any claim has been paid.

A bond in the amount of $4,000.00 will be required for each person distributing petty cash funds, but no additional bond shall be required of any person already bonded in the required amount.

Adopted:

_____

_____

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-123.

Cross Ref.: DJF Purchasing Procedures

# PAYMENT PROCEDURES

## School Board

The School Board examines all claims against it, except those to be paid from petty cash funds or funds for the purchase of instructional materials and office supplies, and when approved, orders or authorizes payment thereof. A record of such approval and order or authorization is made in the minutes of the School Board. Payment of each claim shall be ordered or authorized by a warrant drawn on the treasurer or other officer charged by law with the responsibility for the receipt, custody and disbursement of the funds of the School Board. The face of the warrant shall state the purpose or service for which such payment is drawn and the date of the order entered or authority granted by the School Board.

The warrant shall be signed by the chairman or vice-chairman, and countersigned by the clerk or deputy clerk, made payable to the person or persons, firm or corporation entitled to receive such payment and recorded in the form and manner prescribed by the Board of Education.

## Fiscal Agent

The School Board may, by resolution, appoint an agent and deputy agent to examine and approve claims against it. A record of such approval and order or authorization shall be made and kept with the records of the School Board. Payment of each such claim so examined and approved by such agent or ~~his~~ deputy agent shall be ordered or authorized by a warrant drawn on the treasurer or other officer charged by law with the responsibility for the receipt, custody, and disbursement of the funds made available to the School Board. The warrant shall be signed by such agent or ~~his~~ deputy agent and countersigned by the clerk or deputy clerk of the School Board.

However, (1) when the agent is the superintendent, who also occupies the position of School Board clerk, a countersignature from the chairman or vice-chairman is required and (2) when the deputy agent and the deputy clerk is one and the same person, the warrant must be countersigned by either the clerk or the agent of the School Board.

Each warrant shall be payable to the person or persons, firm or corporation entitled to receive payment. The face of the warrant shall state the purpose or service for which such payment is made and also that such warrant is drawn pursuant to authority delegated to such agent or ~~his~~ deputy agent by the School Board on the specified date.

Any such agent or deputy agent must furnish a corporate surety bond. The School Board shall set the amount of such bond or bonds and the premium therefore shall be paid out of funds made available to the School Board.

Special Warrants[1]

The BLANK County School Board may provide, by resolution, for the drawing of special warrants in payment of compensation, when such compensation has been earned and is due, for

- all employees under written contract,
- all other employees whose rates of pay have been established by the School Board or its properly delegated agent, upon receipt of certified time sheets or other evidence of service performed, and
- payment on contracts for school construction projects according to the terms of such contracts.

All such special warrants shall be signed by the clerk or deputy clerk of the School Board and countersigned by the superintendent or the chairman or vice-chairman of the School Board. When the superintendent and clerk is one and the same person, such special warrants shall be countersigned by such chairman or vice-chairman. Such payrolls and contracts so paid shall be reviewed and approved by the School Board at its next regular meeting.

Adopted:

_____

_____

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-122, 22.1-122.1, 22.1-123.

Cross Refs.: DG Custody and Disbursement of School Funds
DJB Petty Cash Funds
DGD Funds for Instructional Materials and Office Supplies

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

[1] Because only county school boards can use special warrants, city school boards should not adopt this section of the policy.

# NON-LOCALLY FUNDED PROGRAMS

In order to further the goals and objectives of the school division, the ~~school board~~ School Board may seek sources of revenue to supplement the funds provided through local, state and federal funding.

To promote efficiency in developing proposals and making application for specially funded programs, the superintendent may establish procedures for the preparation of proposals and their review. The superintendent shall ensure that none of the conditions of acceptance is in conflict with the policies of the ~~board~~ Board, the objectives of the division, or state or federal law.

The superintendent or superintendent's designee may submit proposals or applications for grants prior to approval by the ~~school board~~ School Board. No such application or proposal shall be binding on the ~~board~~ Board without its ~~approval.~~ approval.[1]

Adopted:

_____

_____

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-79, 22.1-88.

Cross Ref.:

| | |
|---|---|
| AE | School Division Goals and Objectives |
| KH | Public Gifts to the Schools |
| KQ | Commercial, Promotional and Corporate Sponsorships and Partnerships |

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

[1] If the school board authorizes the superintendent to approve grant applications for certain grants, such as those seeking up to a specified dollar amount, that information should be included here.

# REPORTING OF HAZARDS

Any employee who discovers a dangerous condition should report the condition immediately to the employee's supervisor, the superintendent or the superintendent's designee.

The superintendent shall name a designee to evaluate and label toxicity of all art materials used in the division in accordance with criteria established by the Virginia Department of Education. All materials which meet the criteria as toxic shall be so labeled. Such materials are not used in kindergarten through grade 5.

Adopted:

_____

_____

Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-274.1.

8 VAC 20-530-10., ~~et seq.~~
8 VAC 20-530-20.
8 VAC 20-530-30.
8 VAC 20-530-40.
8 VAC 20-530-50.
8 VAC 20-530-60.
8 VAC 20-530-70.
8 VAC 20-530-80.

# 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.

When a registered nurse, advanced practice registered nurse ~~practitioner~~, physician or physician assistant is present, no employee who is not a registered nurse, advanced practice registered nurse ~~practitioner~~, 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 ~~practitioner~~, physician or physician assistant to assist with the administration of insulin and administer glucagon.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-274, 22.1-274.4.

Cross Ref.:

| | |
|---|---|
| EB | School Crisis, Emergency Management, and Medical Emergency Response Plan |
| JHCD | Administering Medicines to Students |

# SCHOOL CLOSINGS

The superintendent or superintendent's designee may order the closing, the delay in opening or the early dismissal of any or all schools in order to protect the safety and welfare of the students and staff. When any or all schools are ordered to be closed for in-person instruction, the superintendent or superintendent's designee may declare an unscheduled remote learning day consistent with applicable laws and policies.

Unless employees are notified that their work schedule is changed because of adverse weather or emergency conditions, it is expected that all employees will work according to the terms of their contract and division policy.

During adverse weather or emergency conditions, employees follow ~~guidelines from the superintendent~~ school division policy and regulations related to work schedules. ~~The guidelines may be reviewed by the school board~~. The superintendent may establish any regulations necessary regarding employee work schedules during school closings.

Adopted:

_____

_____

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-98.

Cross Ref.: GAA Staff Time Schedules
IC/ID School Year/School Day

# BUILDINGS AND GROUNDS MANAGEMENT AND MAINTENANCE

The superintendent has the general responsibility for the care, custody, and safekeeping of all school property. The principal of each school is responsible for the operation, supervision, care and maintenance of the school plant.

Each school maintains records of regular safety, health and fire inspections that have been conducted and certified by local health and fire departments. The frequency of such inspections is determined by the School Board in consultation with the local health and fire departments. In addition, the school administration equips all exit doors with panic hardware as required by the Uniform Statewide Building Code.

The school division maintains documentation of any pesticide application that includes the target pest, the formulation applied and the specific location of the application.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-79, 22.1-132.2, 22.1-293.

8 VAC 20-131-260.

Cross Refs.:

| | |
|---|---|
| CF | School Building Administration |
| EA | Support Services |
| EB | School Crisis, Emergency Management and Medical Emergency Response Plan |
| EBCB | Safety Drills |
| FE | Playground Equipment |
| GBEC/JFCH/KGC | Tobacco Products and Nicotine Vapor Products |
| ~~IIBEA-R/GAB-R~~ | ~~Technology Use Guidelines~~ |
| KF | Distribution of Information/Materials |
| KG | Community Use of School Facilities |
| KGB | Public Conduct on School Property |
| KJ | Advertising in the Schools |
| KL | Public Complaints |
| KQ | Commercial, Promotional, and Corporate Sponsorships and Partnerships |

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# INVENTORY AND REPORTING OF LOSS OR DAMAGE

## I. Inventories

The superintendent is responsible for implementing a system of inventory of school property to identify items for the purpose of insurance and to control the loss of property.

The inventory shall include, but not be limited to the following: buildings, movable equipment, vehicles and all other items of significant value. Each school shall keep a complete inventory of all equipment, listing make, source, date of purchase, model, serial number, and other identifying data.

## II. Reporting Losses

All loss of or damage to school property shall be promptly reported to the superintendent or superintendent's designee.

Adopted:

_____

_____

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

Cross Refs.:

| | |
|---|---|
| EC | Buildings and Grounds Management and Maintenance |
| ECAB | Vandalism |
| EI | Insurance Management |
| ~~JFC-R~~ | ~~Standards of Student Conduct~~ |

# AUTHORIZED USE OF SCHOOL-OWNED FACILITIES AND MATERIALS

To ensure the security and efficient use of school property, the superintendent shall develop regulations governing the use of all school owned property. The regulation shall address the use of school division facilities, supplies, materials and equipment by employees and outside organizations.

Employees are prohibited from utilizing school property for personal use or gain.

Adopted:

Legal Ref.: Code of Virginia, §§ 22.1-70, 22.1-131, 22.1-132.

Acts 2016, c. 647.

Cross Refs.:

| | |
|---|---|
| DN | Disposal of Surplus Items |
| GBEC/JFCH | Tobacco-Free School for Staff and Students |
| IIBEA/GAB | Acceptable Computer System Use |
| KF | Distribution of Information/Materials |
| KG | Community Use of School Facilities |
| KGA | Sales and Solicitations in Schools |
| KGC | Use of Tobacco and Electronic Cigarettes on School Premises |

# EDUCATIONAL TECHNOLOGY FOUNDATIONS AND PUBLIC SCHOOL FOUNDATIONS

The school board may establish educational technology foundations for the express purpose of implementing a public/private partnership to expand access to and improve the quality of educational technology in the division.[1] The school board may also establish public school foundations for the express purpose of implementing a public/private partnership to implement public school improvement projects approved by the school board. Such foundations may be established directly by the school board or by the school board and other organizations or persons, on behalf of the school board by a third party, or through a contract with a corporation as defined by Va. Code § 2.2-212.2:2. The foundations may be established as a cooperative regional effort with other school boards.

## I. Requirements

Upon establishing or contracting with a corporation, whether or not other organizations, school boards, or persons are involved, the school board shall:

- Review and approve the articles of incorporation and bylaws
- Establish a system of accounting to protect public funds
- Establish agreement that, upon dissolution of the corporation, any assets remaining after payment of just debts shall be transferred to and become the property of the school board or, if a regional effort, the procedure by which the property may be divided among the school boards
- Require, in any instance in which the school board advances, contributes or loans funds to the corporation, that such contract shall provide for the posting of a bond with surety by the officers of the corporation conditioned to protect the rights of the school board
- Establish terms for the allocation of any profits or revenues between the school board and the corporation
- Take such other steps as may be necessary to comply with applicable law

## II. Funding

The school board may (i) advance, contribute or loan funds to such foundations, and (ii) establish an escrow fund for the purpose of funding various educational technology projects.

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**FOOTNOTE IS FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM THE FINAL POLICY.**

[1] School boards may establish an Educational Technology Foundation, a Public School Foundation, both types of foundations or no foundation. If the school board chooses to establish one type of Foundation but not the other, it should amend the policy as necessary to reflect that choice.

III. Procurement

In making purchases through its public school foundation or purchasing educational technology through its educational technology foundation, the school board is exempt from the Virginia Public Procurement Act, except, relative to such purchases, the school board shall comply with the provisions of Va. Code §§ 2.2-4311 and 2.2-4367 through 2.2-4377.

Adopted:

Legal Ref: Code of Virginia, §§ 2.2-4311, 2.2-4343, 2.2-4367 through 2.2-4377, 22.1-212.2:2.

| | | |
|---|---|---|
| Cross Refs.: | JRCA | School Providers' Use of Personal Information |
| | KA | Goals for School-Community Relations |
| | KH | Public Gifts to the Schools |
| | ~~KM~~ | ~~Relations with Community Organizations~~ |
| | KQ | Commercial, Promotional and Corporate Sponsorships and Partnerships |

# PLAYGROUND EQUIPMENT

When any playground equipment is installed on School Board property the Board assumes ownership of that equipment unless specifically stated otherwise by agreement. For this reason the maintenance of the playground equipment installed by a school or community group is the responsibility of the School Board.

Once equipment is installed on School Board property, the principal of the ~~school~~ school, or the principal's designee, has the responsibility to inspect the equipment on a regular basis and the ~~authority,~~ authority to order its repair or removal from the school property. The principal may also restrict or deny the use of such equipment until such time as, in ~~his or her~~ the principal's opinion, it is restored to safe a condition.

~~Consideration should be given to designing the outdoor learning environment to support classroom learning.~~

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-79, 22.1-293.

~~Guidelines for School Facilities in Virginia's Public Schools (Virginia Department of Education, September 2013).~~

Cross Ref.: KH Public Gifts to the Schools

# ENERGY EFFICIENT CONSTRUCTION

Efficient use of energy in construction and operation of school division buildings is a high priority. To the extent permitted by the Public Procurement Act, a proposed project which contains the most energy-efficient plans within an acceptable budget shall have priority. Energy efficiency will be considered in the architectural evaluation.

A continuous study of energy use shall be maintained by the administration for future planning in new construction.

Adopted: _____

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

Cross Refs.: DJF Purchasing Procedures
FA Facilities Development
FEA Educational Facilities Specifications

File: FFA
(Optional)

# ~~SCHOOL NAMES~~ NAMING SCHOOL FACILITIES

It is the responsibility of the BLANK School Board to determine the name of schools and school facilities in the division. The Board will use the following procedure when naming or renaming a school or school facility in the division: [1]

The Board will solicit and accept input from the public regarding the names of schools and school facilities but reserves the right to make the final decision regarding the name of any school or school facility. Suggestions regarding the name of a school or school facility must be in writing, must state the name of the person or group making the suggestion and must state the reasons supporting the suggestion. The School Board may create a committee to make recommendations to the Board on the naming of any school or school facility.

No school or school facility will be named for a living individual. Schools and school facilities may be named for individuals who have been deceased for at least 10 years.

The Board may rename a school or school facility upon a determination that it is appropriate to do so. ~~The procedure for renaming a school or school facility will be the same as the procedure outlined above.~~

Adopted:

_____

_____

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-78, 22.1-79.

Cross Ref.:

| | |
|---|---|
| BCE | School Board Committees |
| FF | Public Dedication of New Facilities |
| KH | Public Gifts to Schools |

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

[1] This sample policy includes an example of a procedure for naming schools. Each school board should determine what procedure is appropriate for the division and revise the policy to reflect that procedure.

NOTICE OF HOW EMPLOYEES WHO WORK LESS
THAN 12 MONTHS ARE TO BE PAID

This notifies **[name of employee]** that BLANK school division requires ~~him or her~~ the employee to be paid over 12 months regardless of the fact that ~~he or she~~ the employee will actually work over a shorter time period. Specifically **[name of employee]** will receive **[school division should choose one of the following]**

12 equal monthly payments of **[dollar amount of each payment]** beginning on **[date]**

24 equal bi-monthly payments (or 26 equal payments every two weeks) of **[dollar amounts of each payment]** beginning on **[date].**

In the event that a separation from service occurs before the end of the 12-month payment period, **[name of employee]** will be entitled to an additional payment for the amount actually earned from the beginning of the 12-month pay period until the date of separation from service which has not yet been paid. This additional payment will be included in the employee's final paycheck. For this purpose, "separation from service" has the same meaning as that term is defined in section 1.409A-1(h) of the Treasury Regulations.

# BOARD-STAFF COMMUNICATIONS

The BLANK School Board supports and encourages two-way communication between the ~~board~~ Board and employees. The superintendent is the official representative of the ~~school board~~ School Board in its relations and communications with its employees.

Employees are encouraged to communicate their ideas and concerns in an orderly and constructive manner to the ~~school board~~ School Board and/or the superintendent or superintendent's designee.

The ~~school board~~ School Board desires to develop and maintain the best possible working relationship with the employees of the school division. The ~~school board~~ School Board welcomes the viewpoints of employees, and allows time at its meetings for employees to be heard.

The ~~school board~~ School Board does not discriminate against any employee because of membership in an employee organization, or participation in any lawful activities of the organization.[1]

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-253.13:7.

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

[1] School boards which have entered into collective bargaining agreements should revise this policy as necessary to reflect any relevant provisions of the collective bargaining agreement.

# LACTATION SUPPORT FOR EMPLOYEES

The superintendent shall designate a non-restroom location in each school as an area in which any mother who is employed by the BLANK School Board ~~or enrolled as a student in the division~~ may take breaks of reasonable length during the school day to express milk to feed her child until the child reaches the age of one. The area must be shielded from public view and free from intrusion.

Adopted:

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Legal Refs.: 29 U.S.C. § 218d.

42 U.S.C. § 2000gg.

Code of Virginia, 1950, as amended, §§ 2.2-3905, 22.1-79.6.

Cross Refs.: JHCL Lactation Support for Students

# LEAVE WITHOUT PAY

## Employee's Debilitating or Life-Threatening Illness or Injury

A leave of absence, without pay, may be granted to employees of the school division who have a debilitating or life-threatening illness or injury and who are not eligible for Family and Medical Leave as described in Policy GCBE Family and Medical Leave because they have not worked for the division for 12 months or have not worked at least 1250 hours according to the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.

Employees with a debilitating or life-threatening illness who are entitled to leave under this policy may take up to ~~thirty (30)~~[4] _____[1] days unpaid leave during their first year of employment with the school division. ~~Leave may be taken only in full-day increments. Leave may be taken only when the employee has no other leave (such as sick leave) available.~~

~~Employees must submit medical documentation of their need for leave. Whenever possible, documentation must be provided prior to leave being taken.~~

~~Approval must be obtained prior to leave being taken.~~

~~All rights under this policy expire at the end of the employee's first year of service.~~

## Other Work During Leave

Employees who are on unpaid leave pursuant to this policy or any other policy, except those on leave pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) (see Policy GCBEB Military Leave and Benefits), may not engage in work for which they receive pay or any other type of remuneration without the prior written approval of the ~~superintendent.~~ superintendent or superintendent's designee.

Adopted:

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Legal Ref.: 29 C.F.R. 825.216.

_____

**FOOTNOTE IS FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM THE FINAL POLICY.**

~~[4]The number of days of unpaid leave is up to the School Board.~~

[1] Virginia law does not mandate the amount of leave school boards must provide. Each school board should determine the amount of leave it wants to provide and state that amount here.

Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-296.

| | | |
|---|---|---|
| Cross Refs.: | GCBD | Staff Leaves and Absences |
| | GCBE | Family and Medical Leave |
| | GCBEB | Military Leave and Benefits |
| | GCQA | Nonschool Employment by Staff Members |

# 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 ~~his/her~~ 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.

Adopted:

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

Cross Refs.:

| | |
|---|---|
| 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 |

# SUPPORT STAFF EMPLOYMENT STATUS

Support staff are not issued written contracts unless such contracts are required by law.

The school division employs three types of support staff:

- Temporary employees who are hired for short-term needs on a daily basis; these employees do not receive benefits and are paid only for hours worked.
- Probationary employees who are fully qualified new employees assigned to authorized positions; these employees are eligible for salary increases and receive benefits.
- Regular employees who have successfully completed the prescribed probationary period; regular employees receive all employment benefits available under School Board policy.

The employment of support personnel may be terminated with fifteen calendar days' notice. Support personnel may also be subject to immediate dismissal for just cause.

Support personnel who are removed from employment for just cause shall be ineligible thereafter for employment by BLANK School Board.

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

Adopted:

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

Cross Ref.: GCDA Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect
GDG Support Staff Probationary Period
GBMA Support Staff Grievances
GCPF Suspension of Staff Members

# ACADEMIC FREEDOM

The School Board seeks to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights.

Freedom of individual conscience, association, and expression are encouraged and fairness in procedures is observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society as set forth in the Constitutions of the United States and the Commonwealth of Virginia.

Students may express their beliefs about religion in homework, artwork, and other written and oral assignments free from discrimination based on the religious content of their submissions. Such home and classroom work is evaluated by ordinary academic standards of substance and relevance and against other legitimate pedagogical concerns identified by the school.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-203.3.

Cross Ref.: ~~IKB Homework~~
INDC Religion in the Schools

# SCHOOL YEAR/SCHOOL DAY

## School Year

The length of the school year is at least 180 teaching days or 990 teaching hours. The School Board offers in-person instruction to each student enrolled in an elementary or secondary school in the division for at least 990 teaching hours except as otherwise permitted by Va. Code § 22.1-98.C.4 or Article 3 of Chapter 14 of Title 22.1 of the Code of Virginia. Days on which a school or schools or all the schools in the division are closed due to severe weather or other emergencies are made up as provided below if necessary to meet these requirements.

Students are provided a minimum of 680 hours of instructional time in elementary school in the four academic disciplines of English, mathematics, science, and history and social science.

Unstructured recreational time that is intended to develop teamwork, social skills, and overall physical fitness may be included in the calculation of total instructional time or teaching hours for elementary school, provided that such unstructured recreational time does not exceed 15 percent of total instructional time or teaching hours.

## Make Up Days

If severe weather conditions or other emergency situations result in the closing of a school or schools or all the schools in the school division or in an unscheduled remote learning day for a school or schools in the division for

- five or fewer days, all missed days are made up by adding teaching days to the school calendar or extending the length of the school day;
- six days or more, the first five days plus one day for each two days missed in excess of the first five are made up by adding teaching days to the school calendar or extending the length of the school day.

If severe weather conditions or other emergency situations result in the closing of any school in the school division and such school has been unable to meet the 180 teaching day requirement, the school division may make up the missed teaching days by providing its students with instructional hours equivalent to such missed teaching days to meet the minimum 990 teaching hour requirement.

If severe weather conditions or other emergency situations result in the closing of any school in the school division for in-person instruction, the school division may declare an unscheduled remote learning day whereby the school provides instruction and student services that are consistent with guidelines established by the Department of Education to ensure the equitable provision of such services. No more than 10 unscheduled remote learning days will be declared in a school year unless the Superintendent of Public Instruction grants an extension.

The Board of Education may waive the requirement that the school division provide additional teaching days or teaching hours to compensate for school closings resulting from a declared state of emergency or severe weather conditions or other emergency situations under certain circumstances. If the School Board desires a waiver, it will submit a request to the Board of Education. The request will include evidence of efforts that have been made by the school division to reschedule as many days as possible and certification by the superintendent and chairman of the School Board that every reasonable effort for making up lost teaching days or teaching hours was exhausted before requesting a waiver. If the waiver is denied, the school division will make up the missed instructional time.

The Board of Education waives the requirement that school divisions provide additional teaching days or teaching hours to compensate for school closings resulting from an evacuation directed and compelled by the Governor pursuant to Va. Code § 44-146.17 for up to five teaching days. If the School Board desires such a waiver, it notifies the Board of Education and provides evidence of efforts that have been made by the school division to reschedule as many days as possible and certification by the superintendent and chair of the School Board that every reasonable effort for making up lost teaching days or teaching hours was exhausted. After receiving such notification, the Board of Education grants the waiver and there is no proportionate reduction in the amount paid by the Commonwealth from the Basic School Aid Fund. Further, the local appropriations for educational purposes necessary to fund 180 teaching days or 990 teaching hours shall not be proportionally reduced by the local appropriating body due to any reduction in the length of the term of any school or the schools in a school division permitted by such waiver.

School Calendar

The School Board establishes the division's calendar in accordance with state law.[1] The School Board establishes teaching contracts in accordance with applicable

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

[1] School divisions may set the school calendar such that the first day students are required to attend is up to 14 days before Labor Day. Divisions beginning school prior to Labor Day must close from the Friday immediately preceding Labor Day through Labor Day except as follows. Divisions granted a waiver to open prior to Labor Day for the 2018-2019 school year may begin school earlier than 14 days before Labor Day but must close the Friday immediately preceding Labor Day. Divisions granted a waiver to open prior to Labor Day for the 2011-2012 school year may begin school earlier than 14 days before Labor Day and are not required to close the Friday immediately preceding Labor Day. In addition, any school board in Planning District 16 (which includes the City of Fredericksburg and the counties of Caroline, King George, Spotsylvania and Stafford) that was not granted a good cause waiver pursuant to Va. Code § 22.1-79.1 for the 2018-2019 school year but would qualify for such a waiver pursuant to Va. Code § 22.1-79.1 as it was in effect prior to July 1, 2019, for the 2019-2020 school year may set the school calendar so that the first day students are required to attend is earlier than Labor Day, including earlier than 14 days before Labor Day. Additionally, the school board of any

regulations of the Board of Education to include contingencies for making up teaching days and teaching hours missed for emergency situations.

An advisory committee composed of teachers, parents and school administration may be utilized to recommend a proposed calendar to the superintendent. The recommendation of this committee is advisory.

Joint or Regional Schools

School boards operating joint or regional high schools, including regional charter schools, offering a specialized curriculum leading to a high school diploma and a postsecondary credential, such as industry certification, career certificate, or degree may, by agreement, establish alternative schedules for the delivery of instruction. Those schedules may include alternatives to standard school day and year requirements, subject to the issuance of any necessary waivers by the Board of Education and relevant Board of Education regulations.

Certification

The superintendent and School Board chair certify the total number of teaching days and teaching hours each year as part of the annual report to the Board of Education.

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended §§ 22.1-26, 22.1-79.1, 22.1-98, 22.1-200.2.

Acts 2019, cc. 569, 570 and 637.

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***(footnote 1 continued)***

school division located in Planning District 16 that is entirely surrounded by two school divisions that either were granted a waiver pursuant to Chapter 3 of the Acts of Assembly of 2012, Special Session I, or would qualify for a good cause waiver pursuant to § 22.1-79.1 as it was in effect prior to July 1, 2019, for the 2019-2020 school year may open schools on the same opening date as either such surrounding school division.

Joint or regional schools, such as academic year Governor's Schools, may set the school calendar so that the first day students are required to attend school will be the same as the day set by any of the participating school divisions.

The Virginia Department of Education has prepared information that provides a convenient source for school divisions to determine whether they have had waivers in the past and thus which legal provisions apply to the division. That information can be found at http://www.doe.virginia.gov/boe/pre-labor-day_waiver/index.shtml.

| | | |
|---|---|---|
| Cross Ref.: | BCF | Advisory Committees to the School Board |
| | DL | Payroll Procedures |
| | EBCD | School Closings |
| | GAA | Staff Time Schedules |
| | IKF | The Virginia Assessment Program and Graduation Requirements |
| | IKFD[2] | Alternative Paths to Attaining Standard Units of Credit |

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

[2] Policy IKFD is an optional policy. A division which has not adopted it should not add it as a Cross Reference here.

# PARENTAL ASSISTANCE WITH INSTRUCTION

The BLANK School Board encourages parents to provide instructional assistance to their children in the home. The school division may offer a voluntary training program to the parents of children in kindergarten through third grade to assist them in developing the skills necessary to provide effective instructional assistance to their children.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, § ~~22.1-253.13:7.C.5.~~ 22.1-253.13:7.

Cross Ref.: IGBC Parental Involvement
~~IKB Homework~~

# HOMEWORK

Homework provides an essential communication link between the school and the home. One measure of a program or course is the quality of the work done at home by the student. A strong home-school partnership, with many lasting benefits for the individual student and the student's family, can be greatly enhanced by a sound program of homework. In addition, homework should be an important tool in developing independent thought, self-direction and self-discipline. It assists the student in developing good work habits and in the wise use of time.

Guidelines for homework include:

- Homework should be assigned after introduction and thorough explanation of the skills necessary to successfully complete the assignment.
- Homework should be assigned in such a manner that it will be clearly understood by all students.
- Homework should serve a valid purpose and be closely related to classroom activities.
- A student's access to resource materials should be considered when making assignments.
- Homework should be evaluated promptly and returned to the student. Appropriate rewards should be given to those students who successfully complete assigned work. Effort and competency should be recognized and rewarded.
- Teachers should seek to determine the cause if a student regularly fails to complete assigned work. Teachers should not avoid giving homework because they believe students will not do the work.
- Excessive homework, like the absence of homework, should be avoided.
- Homework should not be used for disciplinary purposes
- Teachers and administrators should take appropriate steps to communicate with parents regarding the division's homework policy and to solicit their support.

Adopted:

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

Cross Ref.: IB Academic Freedom
IGBC Parental Involvement
IKA Parental Assistance with Instruction

# THE VIRGINIA ASSESSMENT PROGRAM AND GRADUATION REQUIREMENTS

## Generally

The Board of Education has established educational objectives known as the Standards of Learning (SOLs), which form the core of Virginia's educational program, and other education objectives, which together are designed to ensure the development of the skills that are necessary for success in school and in preparation for life in the years beyond.

The BLANK School Board has developed and implemented a program of instruction that is aligned to the Standards of Learning and that meets or exceeds[1] the requirements of the Board of Education. It awards diplomas to all secondary school students, including students who transfer from nonpublic schools or from home instruction, who meet the requirements prescribed by the Board of Education and meet such other requirements as are prescribed by the school board and approved by the Board of Education.[2]

BLANK School Board awards diplomas and certificates in accordance with state laws and regulations. The requirements for a student to earn a diploma and graduate from high school are those in effect when the student enters ninth grade for the first time.

## Children of Certain Federal Employees

In order to facilitate the on-time graduation of children of federal ~~employes~~ employees serving under orders pursuant to Title 22 or 50 of the United States Code enrolled in kindergarten through grade 12, the superintendent or superintendent's designee

- waives specific courses required for graduation if similar coursework has been satisfactorily completed in a local education agency in the state from which the child is sent, brought, or caused to be sent or brought or provides reasonable justification for denial of such waiver. If a waiver is not granted to a student who would qualify to graduate in the state from which the student is sent, brought, or caused to be sent or brought, the school division provides an alternative means of acquiring required coursework so that graduation may occur on time; and

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

[1] Divisions which have graduation requirements which exceed the requirements of the Board of Education should include them in this ~~policy, or in an accompanying regulation.~~ policy.

[2] Divisions which do not have requirements other than those prescribed by the Board of Education should not adopt the portion of this sentence beginning with "and meet".

- accepts, in lieu of testing requirements for graduation in Virginia, (i) exit or end-of-course exams required for graduation from the state from which the student is sent, brought, or caused to be sent or brought, (ii) national norm-referenced achievement tests, or (iii) alternative testing acceptable in Virginia.

The parent serving under orders pursuant to Title 22 or 50 of the United States Code must present documents indicating that the parent is required to move in order to perform the parent's job responsibilities and such move results in the student's relocation to the school division.

Virginia Assessment Program

In kindergarten through eighth grade, where the administration of Virginia Assessment Program tests are required by the Board of Education, each student is expected to take the tests following instruction. Students who are accelerated take the test aligned with the highest grade level, following instruction in the content. No student takes more than one test in any content area in each year, except in the case of expedited retakes as provided for in 8 VAC 20-131-30. Schools use the test results in kindergarten through eighth grade as part of a set of multiple criteria for determining the promotion or retention of students.

Each student in middle and secondary school takes all applicable end-of-course SOL tests following course instruction. The superintendent certifies to the Department of Education that the division's policy for dropping courses ensures that students' course schedules are not changed to avoid end-of-course SOL tests. Students who achieve a passing score on an end-of-course SOL test will be awarded a verified unit of credit in that course in accordance with 8 VAC 20-131-110. Students may earn verified credits in any courses for which end-of-course SOL tests are available. Students are not required to take an end-of-course SOL test in an academic subject after they have earned the number of verified credits required for that academic content area for graduation unless such test is necessary in order for the school to meet federal accountability requirements. Middle and secondary schools may consider the student's end-of-course SOL test score in determining the student's final course grade.

Participation in the Virginia Assessment Program by students with disabilities is prescribed by provisions of their Individualized Education Program (IEP) or 504 Plan. All students with disabilities are assessed with appropriate accommodations and alternate assessments where necessary.

Any student identified as an English Learner (EL) participates in the Virginia Assessment Program. A school-based committee convenes and makes determinations regarding the participation level of EL students in the Virginia Assessment Program. In kindergarten through eighth grade, EL students may be granted a one-time exemption from SOL testing in the areas of writing, and history and social science.

Definitions

Authentic Performance Assessment

An "Authentic Performance Assessment" is a test that complies with guidelines adopted by the Board of Education that requires students to perform a task or create a product that is typically scored using a rubric.

Standard Unit of Credit

A "standard unit of credit" or "standard credit" is a credit awarded for a course in which the student successfully completes 140 clock hours of instruction and the requirements of the course. A standard unit of credit may be awarded based on a waiver of the 140 clock hour requirement as provided in Policy IKFD Alternative Paths to Attaining Standard Units of Credit.[3]

Verified Unit of Credit

A "verified unit of credit" or "verified credit" is a credit awarded for a course in which a student earns a standard unit of credit and completes one of the following:

1. Achieves a passing score on a corresponding end-of-course SOL test.
2. Achieves a passing score on an additional test, as defined in 8 VAC 20-131-5, as a part of the Virginia Assessment Program.
3. Meets the criteria for the receipt of a locally awarded verified credit when the student has not passed a corresponding SOL test.
4. Meets the criteria for the receipt of a verified credit for English (writing) by demonstrating mastery of the content of the associated course on an authentic performance assessment that complies with guidelines adopted by the Board of Education.

Students may also earn verified credits by taking alternative tests to the SOL assessment. Such tests may only be those approved by the Virginia Board of Education, and the student may earn verified credits only by achieving that score established by the Board of Education.

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

[3] Policy IKFD Alternative Paths to Attaining Standard Units of Credit is optional. School boards which do not adopt it should not include this sentence.

Virginia Assessment Program

The "Virginia Assessment Program" is a system used to evaluate student achievement that includes SOL tests and additional tests that may be approved from time to time by the Board of Education.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-370, 22.1-371, 22.1-380, 22.1-253.13:1, 22.1-253.13:4.

8 VAC 20-131-5.

8 VAC 20-131-30.

8 VAC 20-131-50.

8 VAC 20-131-51.

8 VAC 20-131-110.

~~Guidelines for Graduation Requirements; Local Alternative Paths to Standard Units of Credit (Virginia Board of Education Oct. 2015).~~

Cross Refs.:

| | |
|---|---|
| IAA | Notification of Learning Objectives |
| IGBA | Programs for Students with Disabilities |
| IKFA | Locally Awarded Verified Credits |
| IKFD | Alternative Paths to Attaining Standard Units of Credit |
| IKH | Retaking SOL Assessments |

# LOCALLY AWARDED VERIFIED CREDITS

Generally

The BLANK School Board awards verified credits in accordance with Virginia law and Virginia Board of Education regulations.

To be eligible for locally awarded verified credits as credit accommodations, students with disabilities must meet all criteria established by Virginia law or regulation and eligibility for such credit accommodations must be established in the student's Individualized Education Program (IEP) or Section 504 plan.

Review Panels

The BLANK School Board appoints review panels comprised of at least three educators to consider evidence of the student's achievement. Different panels may be appointed for individual schools or groups of schools.

The review panel reviews information which provides evidence of the student's achievement of adequate knowledge of the Standards of Learning content. The panel has discretion in determining the information it considers. That information may include, but is not limited to, results of classroom assessments, divisionwide exams, course grades and additional academic assignments (e.g. papers, projects, essays or written questions) as the panel deems appropriate.

Based on the evidence it reviews, the review panel may:

- award the verified credit;
- deny the verified credit;
- suggest participation in a remedial program and retesting; or
- make additional academic assignments prior to determining whether to award the verified credit.

**The school board must choose one of the following statements:**

The decision of the review panel is final.

**OR**

The decision of the review panel may be appealed to the ~~school board~~ School Board in accordance with ~~regulations~~ procedures developed by the ~~board.~~ Board.

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-253.13:3.

8 VAC 20-131-110.

Revised Guidance Governing the Use of Locally-Awarded Verified Credits (Virginia Department of Education May 11, 2018) (attachment to Virginia Department of Education Superintendent's Memo No. 130-18 (May 11, 2018)).

# RELIGION IN THE SCHOOLS

The BLANK School Board is neutral in matters of religion. This means that the BLANK schools

- assume no role or responsibility for the religious training of any student and
- do not become involved in the religious belief, disbelief or doubt of any student.

This neutrality does not preclude or hinder the BLANK school division in fulfilling its responsibility to educate students to be tolerant and respectful of religious diversity. The division recognizes that one of its educational responsibilities is to advance the students' knowledge and appreciation of the role that religion has played in the social, cultural and historical development of civilization.

Therefore, the division approaches religion from an objective, curriculum-related perspective, encouraging all students and staff members to be aware of the diversity of beliefs and respectful of each other's religious and/or non-religious views. In that spirit of respect, students and staff members may be excused from participating in activities that are contrary to their religious beliefs.

The School Board may authorize, as an elective in grades nine through 12 with appropriate credits toward graduation, a comparative religion class that focuses on the basic tenets, history, and religious observances and rites of world religions.

Adopted:

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Legal Refs.: U.S. Const. amend. I.

Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-202.1.

Cross Refs.: IB Academic Freedom

# DRUGS IN SCHOOL

## I. Generally

No person may manufacture, sell or distribute or possess with intent to sell, give or distribute any "controlled substance," "imitation controlled substance," or "marijuana," as all are defined in Virginia law, while

- on the property, including building or grounds, of any public school;
- on public property or any property open to public use within 1,000 feet of the property, including building or grounds, of any public school;
- on any school bus; or
- at any designated school bus stop or any public property or any property open to public use within 1,000 feet of such school bus stop during the time when school children are waiting to be picked up and transported to or are being dropped off from school or a school sponsored activity.

### A. Expulsion

A student who is determined to have brought a controlled substance, imitation controlled substance, or marijuana onto school property or to a school-sponsored activity may be expelled in accordance with Policy JGD/JGE Student Suspension/Expulsion. The School Board may determine, based on the facts of the particular case that special circumstances exist and no disciplinary action or another form of discipline is appropriate. The School Board authorizes the superintendent or superintendent's designee to conduct a preliminary review of such cases to determine whether a disciplinary action other than expulsion is appropriate. Any disciplinary action imposed pursuant to such a review must be taken in accordance with Article 3 of Chapter 14 of Title 22.1 of the Code of Virginia.

### B. Prevention and Intervention

Any student who violates this policy shall participate in the prevention and intervention activities identified in BLANK school division's drug and violence prevention plan.

The School Board may require any student who has been found to have been in possession of, or under the influence of, drugs or alcohol on a school bus, on school property, or at a school-sponsored activity in violation of School Board policies, to undergo evaluation for drug or alcohol abuse, or both, and, if recommended by the evaluator and with the consent of the student's parent, to participate in a treatment program.

C. Required Reporting to Parents and Local Law Enforcement

The principal reports a violation of this policy to parents and local law enforcement as required by Policy CLA Reporting Acts of Violence and Substance Abuse.

II. Students with Disabilities

A. Students with disabilities are subject to the provisions of Section I of 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 drug violation.

1. In addition to the authority granted in Section I and Section II, subsection A above, a student with a disability may 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 knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, 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, "illegal drugs" and "controlled substance" are defined by federal law as follows:

a. Controlled substance means a drug or other substance identified under schedules I, II, III, IV, or V in § 202(c) of the Controlled Substances Act at 21 U.S.C. § 812(c).

b. Illegal drug means a controlled substance, but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act or under any other provision of federal law.

Adopted:

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Legal Refs: 20 U.S.C. § 1415
21 U.S.C. § 812.

Code of Virginia, 1950, as amended, §§ 18.2-247, 18.2-250, 18.2-255.2, 22.1-277.08, 54.1-3401.

8 VAC 20-81-10.

Cross Refs:

| | |
|---|---|
| CLA | Reporting Acts of Violence and Substance Abuse |
| JGD/JGE | Student Suspension/Expulsion |
| JFC | Student Conduct |
| JGDA | Disciplining Students with Disabilities |

# DRUGS IN SCHOOL

## I. Generally

No person may manufacture, sell or distribute or possess with intent to sell, give or distribute any "controlled substance," "imitation controlled substance," or "marijuana," as all are defined in Virginia law, while

- on the property, including building or grounds, of any public school;
- on public property or any property open to public use within 1,000 feet of the property, including building or grounds, of any public school;
- on any school bus; or
- at any designated school bus stop or any public property or any property open to public use within 1,000 feet of such school bus stop during the time when school children are waiting to be picked up and transported to or are being dropped off from school or a school sponsored activity.

### A. Expulsion

A student who is determined to have brought a controlled substance, imitation controlled substance, or marijuana onto school property or to a school-sponsored activity may be expelled in accordance with Policy JGD/JGE Student Suspension/Expulsion. The superintendent may determine, based on the facts of the particular case, that special circumstances exist and no disciplinary action or another form of discipline is appropriate. Any such disciplinary action shall be taken in accordance with Article 3 of Chapter 14 of Title 22.1 of the Code of Virginia.

### B. Prevention and Intervention

Any student who violates this policy shall participate in the prevention and intervention activities identified in BLANK school division's drug and violence prevention plan.

The School Board may require any student who has been found to have been in possession of, or under the influence of, drugs or alcohol on a school bus, on school property, or at a school-sponsored activity in violation of School Board policies, to undergo evaluation for drug or alcohol abuse, or both, and, if recommended by the evaluator and with the consent of the student's parent, to participate in a treatment program.

### C. Required Reporting to Parents and Local Law Enforcement

The principal reports a violation of this policy to parents and local law enforcement as required by Policy CLA Reporting Acts of Violence and Substance Abuse.

II. Students with Disabilities

A. Students with disabilities are subject to the provisions of Section I of 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 drug violation.

1. In addition to the authority granted in Section I and Section II, subsection A above, a student with a disability may 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 knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, 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, "illegal drugs" and "controlled substance" are defined by federal law as follows:

a. Controlled substance means a drug or other substance identified under schedules I, II, III, IV, or V in § 202(c) of the Controlled Substances Act at 21 U.S.C. § 812(c).

b. Illegal drug means a controlled substance, but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act or under any other provision of federal law.

Adopted:

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Legal Refs: 20 U.S.C. § 1415.
21 U.S.C. § 812.

Code of Virginia, 1950, as amended, §§ 18.2-247, 18.2-250, 18.2-255.2, 22.1-277.08, 54.1-3401.

8 VAC 20-81-10.

| | | |
|---|---|---|
| Cross Refs: | CLA | Reporting Acts of Violence and Substance Abuse |
| | JGD/JGE | Student Suspension/Expulsion |
| | JFC | Student Conduct |
| | JGDA | Disciplining Students with Disabilities |

# WRITTEN NOTIFICATION OF VIOLATION OF SCHOOL POLICIES BY STUDENTS IN ALTERNATIVE EDUCATION PROGRAMS

The School Board requires written notification of an offense to the parent, guardian or other person having charge or control of a pupil in an alternative education program as described in Va. Code § 22.1-209.1:2 when

- a pupil commits an offense in violation of School Board policies and school officials determine the offense was committed without the willful intent to violate such policies, or

- the offense did not endanger the health and safety of the individual or other persons.

The notification identifying the nature of the offense shall be made no later than two school days following the incident. The School Board requires the principal of the school the child attends, or other appropriate school personnel, to develop appropriate measures, in conjunction with the pupil's parent or guardian, for correcting such behavior.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, § ~~22.1-209.1:2(D)~~ 22.1-209.1:2.

# SEARCH AND SEIZURE

A search involves an invasion of privacy. Whether a search of a student is permissible depends on a balancing of the student's right to privacy and freedom from unreasonable search and seizure against the school division's responsibility to protect the health, safety and welfare of all persons in the school community and to carry out its educational mission. To maintain order and discipline in the schools and to protect the health, safety and welfare of students and school personnel, school authorities may search a student, student belongings, student lockers or student automobiles under the circumstances outlined below and may seize any illegal, unauthorized or contraband materials discovered in the search.

As used in this policy, the term "unauthorized" means any item dangerous to the health or safety of students or school personnel, or disruptive of any lawful function, mission or process of the school or any item described as unauthorized in school rules available beforehand to the student.

The locations at which searches of students and student property may be conducted are not limited to the school building or school property. Searches may be conducted wherever the student is involved in a school-sponsored function.

## PERSONAL SEARCHES

A student's person and/or personal effects (e.g. purse, book bag, etc.) may be searched by a school official whenever the official has reasonable suspicion to believe that the student has violated or is about to violate the law or a school rule and that the search will yield evidence of the violation.

All individual searches of students must be based on reasonable suspicion. In order to be permissible, the search must be:

- justified at its inception and
- reasonably related in scope to the circumstances justifying the search.

An individual search is justified at its inception when a school official has reasonable grounds, based on the totality of the known circumstances, for suspecting that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. A search is reasonable in scope when it is reasonably related to the objectives of the search and is not excessively intrusive in light of the age and sex of the student and the nature of the suspected infraction.

A personal search may include requiring a student to be scanned with a metal detector.

A pat down search of a student may only be conducted if a school administrator has established a high level of reasonable suspicion that evidence will be found to corroborate suspicion that a law or school rule has been broken. If a pat down search of

a student's person is conducted, it will be conducted in private by a school official of the same sex and with an adult witness of the same sex present.

Strip searches involve an extreme intrusion into the rights of a student and may only be conducted when an extremely serious situation exists requiring immediate action because of an imminent threat of death or great bodily injury to a person or persons[1]. If a strip search is necessary the school official should contact the appropriate law enforcement official, and the search should be conducted by a sworn law enforcement officer of the same sex, in the presence of a same sex adult witness. School officials may only conduct a strip search in cases where it is necessary to avoid the imminent threat of death or great bodily injury to the student or another person. If a strip search must be conducted by a school official, it must be by a same sex official with a same sex adult witness, and the school official must have the prior approval of the superintendent or superintendent's designee, unless the health or safety of the student is endangered by the delay.

LOCKER AND DESK SEARCHES

Student lockers and desks are school property and remain at all times under the control of the school; however, students are expected to assume full responsibility for the security of their lockers and are responsible for the content of their assigned locker at all times. Periodic general inspections of lockers and desks may be conducted by school authorities for any reason at any time without notice, without student consent and without a search warrant.

AUTOMOBILE SEARCHES

Students are permitted to park on school premises as a matter of privilege, not of right. The school retains authority to conduct routine patrols of student parking lots and inspections of the exteriors of student automobiles on school property. The interiors of student vehicles may be inspected whenever a school official has reasonable suspicion to believe that the student has violated or is about to violate the law or a school rule and that the search will yield evidence of the violation, or that illegal or unauthorized materials or other evidence of illegal or otherwise prohibited activities are contained inside the automobile. Such patrols and inspections may be conducted without notice, without student consent and without a search warrant.

COMPUTER SEARCHES

The school computer system, as defined in Policy GAB/IIBEA Acceptable Computer System Use, is school property. Students are only authorized to use the school's computer system and other similar educational technology consistent with the

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

[1] Some school boards may chose to prohibit the use of strip searches by school personnel altogether. Such boards should delete this paragraph from their policy.

educational mission of the school and in accordance with Policy GAB/IIBEA Acceptable Computer System Use. School officials may search school computers, software and internet access records at any time for any reason and without student consent.

CONSENT SEARCHES

If a student gives a school official consent for a search the school official does not need to demonstrate reasonable suspicion. A student's consent is only valid if given willingly and with knowledge of the meaning of consent. Students should be told of their right to refuse to be searched, and students must not perceive themselves to be at risk of punishment for refusing to grant permission for the search.

SEIZURE OF ILLEGAL MATERIALS

If a properly conducted search yields illegal or contraband materials, such findings shall be turned over to proper legal authorities for ultimate disposition.[2]

Adopted:

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Legal Refs.: New Jersey v. T.L.O., 469 U.S. 325 (1985).

U.S. Const. amend IV.

Va. Const. art.I, § 10.

Code of Virginia, 1950, as amended, §§ 22.1-279.7, 22.1-280.2:3.

Virginia School Search Resource Guide (Virginia Department of Education Oct. 2000).

Cross Ref.[3]:

| | |
|---|---|
| CLA | Reporting Acts of Violence and Substance Abuse |
| EGAA | Reproduction and Use of Copyrighted Materials |
| GAB/IIBEA | Acceptable Computer System Use |
| JFC | Student Conduct |
| ~~JFC-R~~ | ~~Standards of Student Conduct~~ |

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

[2] If the School Board's Memorandum of Understanding with the local law enforcement agency addresses turning contraband or illegal materials over to the law enforcement authority, the School Board may want to include a reference to the Memorandum of Understanding in this policy.

[3] Any division that has a student drug testing policy should include a reference to it in the list of Cross References.

| | |
|---|---|
| JFCD | Weapons in School |
| JFCF | Drugs in School |
| KNAJ | Relations with Law Enforcement Authorities |

# DISCIPLINE OF STUDENTS WITH DISABILITIES FOR INFLICTION OF SERIOUS BODILY INJURY

A student with a disability may 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 has inflicted serious bodily injury upon another person while at school, on school premises, 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. If no manifestation is found, the student may be disciplined to the extent that a student without disabilities would be disciplined.

In addition, the applicable procedures of Policies JGDA Disciplining Students with Disabilities and JGD/JGE Student Suspension/Expulsion will be followed.

The term serious bodily injury has the same meaning given the term "serious bodily injury" under paragraph (3) of subsection (h) of section 1365 of title 18 of the United States Code.

Adopted:

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Legal Refs: 18 U.S.C. § 1365(h)(3).
20 U.S.C. § 1415(k)(1)(G)(iii).
34 C.F.R. §§ 300.530(g) and 300.530(i)(3).

Code of Virginia, 1950, as amended, § 22.1-214.

8 VAC 20-81-10.
8 VAC 20-81-160.

Cross Refs:

| | |
|---|---|
| JFCD | Weapons in School |
| JFCF | Drugs in School |
| JGD/JGE | Student Suspension/Expulsion |
| JGDA | Disciplining Students with Disabilities |

# LACTATION SUPPORT FOR STUDENTS

The superintendent shall designate a non-restroom location in each school as an area in which ~~any mother who is employed by the BLANK School Board or~~ anyone who is enrolled as a student in the division may take breaks of reasonable length during the school day to express milk to feed her child until the child reaches the age of one. The area must be shielded from public view.

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-79.6.

Cross Refs.: GBEF Lactation Support for Employees

# STUDENT-ATHLETE SUDDEN CARDIAC ARREST

In order to participate in any extracurricular physical activity, each student-athlete and the student-athlete's parent or guardian must review, on an annual basis, information provided by the school division on symptoms that may lead to sudden cardiac arrest. After reviewing the materials, each student-athlete and the student-athlete's parent or guardian must sign a statement acknowledging receipt of such information, in a manner approved by the Virginia Board of Education.

A student-athlete who is experiencing symptoms that may lead to sudden cardiac arrest must be immediately removed from play. A student-athlete who is removed from play shall not return to play until ~~he~~ the student-athlete is evaluated by and receives written clearance to return to physical activity by an appropriate licensed health care provider as determined by the Virginia Board of Education. The licensed health care provider evaluating student-athletes may be a volunteer.

The superintendent is responsible for developing, biennially reviewing, and updating procedures to implement this policy.[1]

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-271.8.

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**FOOTNOTE IS FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM FINAL POLICY**

[1] Va. Code § 22.1-271.8 requires that this policy also be updated biennially.

# RESTRAINT AND SECLUSION OF STUDENTS

Physical restraint and seclusion may only be used by BLANK School Board staff[1] for the purpose of behavioral intervention in accordance with this policy and the Virginia Board of Education Regulations Governing the Use of Seclusion and Restraint in Public Elementary and Secondary Schools in Virginia.[2] The School Board encourages the use of positive behavioral interventions and supports to reduce and prevent the need for the use of physical restraint and seclusion.

The superintendent is responsible for developing procedures to address the requirements of the Board of Education Regulations. Those procedures shall include:

- examples of the positive behavioral interventions and support strategies consistent with the student's rights to be treated with dignity and to be free from abuse that the school division uses to address student behavior, including the appropriate use of effective alternatives to physical restraint and seclusion;
- a description of initial and advanced training for school personnel that addresses appropriate use of effective alternatives to physical restraint and seclusion and the proper use of restraint and seclusion;
- a statement of the circumstances in which physical restraint and seclusion may be employed, which shall be no less restrictive than that set forth in 8 VAC 20-750-40 and 8 VAC 20-750-50;
- provisions addressing the
    - notification of parents regarding incidents of physical restraint or seclusion, including the manner of such notification;
    - documentation of the use of physical restraint and seclusion;
    - continuous visual monitoring of the use of any physical restraint or seclusion to ensure the appropriateness of such use and the safety of the student being physically restrained or secluded, other students, school personnel, and others. These provisions shall include exceptions for emergency situations in which securing visual monitoring before implementing the physical restraint or seclusion would, in the reasonable judgment of the school personnel implementing the physical restraint or seclusion, result in serious physical harm or injury to persons;

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**FOOTNOTE IS FOR REFERENCE ONLY AND SHOULD BE DELETED FROM FINAL POLICY.**

[1] School divisions that utilize school resource officers must address the use of seclusion and restraint by law enforcement personnel in school settings in their memorandum of understanding with the local law enforcement agency that employs the school resource officers.

[2] School boards that do not permit the use of physical restraint ~~and~~ or seclusion should not adopt this policy.

- securing of any room in which a student is placed in seclusion. These provisions shall ensure that any seclusion room or area meet specifications for size and viewing panels that ensure the student's safety at all times, including during a fire or other emergency; and
- the appropriate use and duration of seclusion based on the age and development of the student[3].

The School Board reviews this policy at least annually and updates it as appropriate. The superintendent reviews the procedures at least annually and updates them as appropriate.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-16, ~~22.1-78,~~ 22.1-279.1, 22.1-279.1:1.

8 VAC 20-750-40.

8 VAC 20-750-50.

8 VAC 20-750-70.

| | | |
|---|---|---|
| Cross Refs.: | BF | Board Policy Manual |
| | CH | Policy Implementation |
| | EB | School Crisis, Emergency Management, and Medical Emergency Response Plan |
| | IGBA | Programs for Students with Disabilities |
| | JFC | Student Conduct |
| | JGA | Corporal Punishment |
| | JGDA | Disciplining Students with Disabilities |
| | JGDB | Discipline of Students with Disabilities for Infliction of Serious Bodily Injury |
| | KNAJ | Relations with Law Enforcement Authorities |

**FOOTNOTE IS FOR REFERENCE ONLY AND SHOULD BE DELETED FROM FINAL POLICY.**

[3] A school board that does not authorize the use of seclusion should not adopt this requirement and should remove references to seclusion throughout the policy.

# ADMINISTRATION OF SURVEYS AND QUESTIONNAIRES

I. Instructional Materials and Surveys

A. Inspection of Instructional Materials

All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any federally funded program are available for inspection by the parents or guardians of the student in accordance with Policy KBA Requests for Public Records.

B. Participation in Surveys and Evaluations

No student is required, as part of any federally funded program, to submit to a survey, analysis, or evaluation that reveals information concerning

(1) political affiliations or beliefs of the student or the student's parent,
(2) mental or psychological problems of the student or the student's family,
(3) sex behavior or attitudes,
(4) illegal, anti-social, self-incriminating, or demeaning behavior,
(5) critical appraisals of other individuals with whom respondents have close family relationships,
(6) legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers,
(7) religious practices, affiliations, or beliefs of the student or student's parent, or
~~(8) income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent.~~
(8) income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program),

without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent.

C. Surveys Requesting Sexual Information

In any case in which a questionnaire or survey requesting that students provide sexual information, mental health information, medical information, information on student health risk behaviors pursuant to Va. Code § 32.1-73.8, other information on controlled substance use, or any other information that the School Board deems to be sensitive in nature is to be administered, the School

Board notifies the parent concerning the administration of such questionnaire or survey in writing at least 30 days prior to its administration. The notice informs the parent of the nature and types of questions included in the questionnaire or survey, the purposes and age-appropriateness of the questionnaire or survey, how information collected by the questionnaire or survey will be used, who will have access to such information, the steps that will be taken to protect student privacy, and whether and how any findings or results will be disclosed. In any case in which a questionnaire or survey is required by state law or is requested by a state agency, the relevant state agency shall provide the School Board with all information required to be included in the notice to parents. The parent has the right to review the questionnaire or survey in a manner mutually agreed upon by the school and the parent and exempt the parent's child from participating in the questionnaire or survey. Unless required by federal or state law or regulation, school personnel administering any such questionnaire or survey do not disclose personally identifiable information.

No questionnaire or survey requesting that students provide sexual information shall be administered to any student in kindergarten through grade six.

D. Additional Protections

In the event of the administration or distribution of a survey containing one or more of the subjects listed in subsection I.B. above, the privacy of students to whom the survey is administered is protected by: **[insert list of arrangements to protect student privacy in the event of the administration or distribution of a survey containing one or more of the subjects listed in subsection I.B. above.]**

II. Physical Examinations and Screenings

If the BLANK School Division administers any physical examinations or screenings other than

- those required by Virginia law, and
- surveys administered to a student in accordance with the Individuals with Disabilities Education Act,

policies regarding those examinations or screenings will be developed and adopted in consultation with parents.

III. Commercial Use of Information

Questionnaires and surveys are not administered to public school students during the regular school day or at school-sponsored events without written, informed parental consent when participation in such questionnaire or survey may subsequently result in the sale for commercial purposes of personal information regarding the individual student.

This subsection does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as the following:

- college or other postsecondary education recruitment, or military recruitment;
- book clubs, magazines, and programs providing access to low-cost literary products;
- curriculum and instructional materials used by elementary schools and secondary schools;
- tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;
- the sale by students of products or services to raise funds for school-related or education-related activities; and
- student recognition programs.

IV. Notification

Notification of Policies

The Board provides notice of this policy directly to parents of students annually at the beginning of the school year and within a reasonable period of time after any substantive change in the policy. The Board also offers an opportunity for the parent (or emancipated student) to opt the student out of participation in

- activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose);
- the administration of any survey containing one or more items listed in subsection I.B. above; or
- any nonemergency, invasive physical examination or screening that is
    - required as a condition of attendance;
    - administered by the school and scheduled by the school in advance; and
    - not necessary to protect the immediate health and safety of the student, or of other students.

Notification of Specific Events

The Board directly notifies the parent of a student, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when the following activities are scheduled, or expected to be scheduled:

- activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose);
- the administration of any survey containing one or more items listed in subsection I.B. above; or
- any nonemergency, invasive physical examination or screening that is
    - required as a condition of attendance;
    - administered by the school and scheduled by the school in advance; and
    - not necessary to protect the immediate health and safety of the student, or of other students.

V. Definitions

Instructional material: the term "instructional material" means instructional content that is provided to a student, regardless of its format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.

Invasive physical examination: the term "invasive physical examination" means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

Parent: the term "parent" includes a legal guardian or other person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child).

Personal information: the term "personal information" means individually identifiable information including

- a student or parent's first and last name;
- a home or other physical address (including street name and the name of the city or town);
- a telephone number; or
- a Social Security identification number.

Survey: the term “survey” includes an evaluation.

Adopted:

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Legal Refs.: 20 U.S.C. § 1232h.

Code of Virginia, 1950, as amended, § 22.1-79.3.

| | | |
|---|---|---|
| Cross Refs.: | INB | Teaching About Controversial Issues |
| | JHDA | Human Research |
| | KBA | Requests for Public Records |
| | KF | Distribution of Information/Materials |

# PUBLIC COMPLAINTS

Complaints involving a particular school are handled within the school through the established channel of responsibility. If the complaint cannot be resolved at the level of the principal, it is referred to the superintendent or superintendent's designee. If the central office staff and complainant cannot reach a satisfactory solution, the matter may, at the School Board's discretion, be heard at a regular board meeting.

Any parent, custodian, or legal guardian of a pupil attending the BLANK public schools who is aggrieved by an action of the School Board may, within thirty days after such action, petition the local circuit court to review the action of the School Board. The court will sustain the action of the School Board unless the School Board exceeded its authority, acted arbitrarily or capriciously or abused its discretion.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-87, 22.1-253.13:7.

| Cross Refs.: | | |
|---|---|---|
| | GB | Equal Employment Opportunity/Nondiscrimination |
| | GBA/JFHA | Prohibition Against Harassment and Retaliation |
| | GBLA | Third Party Complaints Against Employees |
| | IIA | Instructional Materials |
| | JB | Equal Educational Opportunities/Nondiscrimination |
| | KLB | Public Complaints About Learning Resources |

# PUBLIC COMPLAINTS ABOUT LEARNING RESOURCES

It is the responsibility of the BLANK School Board to establish procedures for handling challenged controversial materials.

The procedure for filing a complaint concerning learning resources is as ~~follows:~~ follows:[1]

## OPTION 1

1. The complaint should be filed in writing with the principal on the "Request for Reconsideration of Learning Resources" form KLB-E. This form may be obtained from the principal or the central office.

2. A review committee consisting of the principal, the library media specialist, the classroom teacher (if involved), a parent and/or student and the complainant will convene.

   The responsibilities of the committee are to:
   a. read, view or listen to the challenged material;
   b. read several reviews, if available;
   c. check standard selection aids;
   d. talk with persons who may be knowledgeable about the material in question and similar material;
   e. discuss the material;
   f. make a decision to recommend retaining or withdrawing the material;
   g. file the recommendation of the committee with the principal and the superintendent or superintendent's designee;
   h. notify the complainant of its recommendation and the disposition of the challenged material.

3. The complainant may appeal the decision to the superintendent or superintendent's designee and, then, to the School Board[2].

## OPTION 2

Despite the care taken in selecting suitable learning resources, and despite the qualifications and expertise of persons involved in that selection process, it is

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

[1] The following language describes two possible procedures. The school board may use one of these or may create its own procedure.

[2] The School Board may want to specify the procedures that will be followed if the decision of the superintendent or superintendent's designee is appealed.

recognized that occasional objections to materials will be made by the public. It is, therefore, the policy of the School Board to provide channels of communication and a fair procedure for members of the community to follow in expressing and resolving concerns about learning resources, including instructional materials, used in teaching the curriculum.

Complaints about learning resources should be presented in writing using KLB-E, "Request for Reconsideration of Learning Resources" form, which may be obtained from the principal or the central office. The standards and procedure for review shall be consistently applied. Materials shall be considered for their educational suitability and shall not be removed because of partisan or doctrinal disapproval. Challenges which are not resolved at the building level may be submitted to the superintendent or superintendent's designee. The decision of the superintendent may be appealed to the School Board or reviewed at the School Board's request. The decision of the School Board will be final.

Adopted:

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-253.13:7.

Cross Refs.:

| | |
|---|---|
| IIA | Instructional Materials |
| IGAH | Family Life Education |
| INB | Teaching About Controversial Issues |
| KL | Public Complaints |
| KQ | Commercial, Promotional and Corporate Sponsorships and Partnerships |

File: KLB
(Option 2)

# PUBLIC COMPLAINTS ABOUT LEARNING RESOURCES

Despite the care taken in selecting suitable learning resources, and despite the qualifications and expertise of persons involved in that selection process, it is recognized that occasional objections to materials will be made by the public. It is, therefore, the policy of the School Board to provide channels of communication and a fair procedure for members of the community to follow in expressing and resolving concerns about learning resources, including instructional materials, used in teaching the curriculum.

Complaints about learning resources should be presented in writing using KLB-E, "Request for Reconsideration of Learning Resources" form, which may be obtained from the principal or the central office. The standards and procedure for review shall be consistently applied in recognition of the respective rights and responsibilities of all concerned. Materials shall be considered for their educational suitability and shall not be proscribed or removed because of partisan or doctrinal disapproval. Challenges which are not resolved at the building level may be submitted to the superintendent or superintendent's designee. The decision of the superintendent may be appealed to the School Board or reviewed at the School Board's request[1]. The decision of the School Board will be final.

Adopted:

_____

_____

Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-253.13:7.

Cross Refs.:

| | |
|---|---|
| IIA | Instructional Materials |
| IGAH | Family Life Education |
| INB | Teaching About Controversial Issues |
| KL | Public Complaints |
| KQ | Commercial, Promotional and Corporate Sponsorships and Partnerships |

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

[1] The School Board may want to specify the procedures that will be followed if the decision of the superintendent or superintendent's designee is appealed or if the Board decides to review the decision.

**BLANK SCHOOL DIVISION**
**REQUEST FOR RECONSIDERATION OF LEARNING RESOURCES**

| | |
|---|---|
| Request By | |
| Representing | ☐ Myself<br>☐ Organization or Group (please identify) |
| Address | E-mail address |
| Telephone | |
| How do you prefer to be contacted? | |
| Title or Description of Item | |
| Author or Editor | |
| Type of Material (book / film / record / speaker / software / other (specify)) | |

1. Did you examine, review, or listen to this learning resource or presentation in its entirety?

   ☐ YES ☐ NO

2. Have you discussed this material with school staff who ordered it or who use it?
   ☐ YES ☐ NO

   If yes, please identify the staff person(s) with whom you had the discussion:

   _____
   [Print name of staff person(s)]

   Are you aware of evaluations of this material by professional critics?
   ☐ YES ☐ NO

   If no, would you be interested in receiving this information?
   ☐ YES ☐ NO

3. Describe what prompted your concern about the material. Please cite page numbers and/or specific information from the material to support your concerns (attach additional material, if necessary).

4. Does the general purpose for the use of the material, as described by the school staff or in the BLANK school division's program objectives, seem a suitable one for you?
❑ YES ❑ NO

If not, please explain (attach additional material, if necessary)

5. What action[s] would you like to see ~~the school take~~ taken regarding this material?

❑ Do not assign it to my child ❑ ~~The school should reevaluate the material~~ Use of the material should be reevaluated.

❑ Other—
Explain:_____
_____

6. Are there other materials of the same subject and format that you would suggest for consideration in place of this material? ❑ YES ❑ NO

If yes, please identify your suggestions.
_____
_____
_____

Signature _____ Date _____

**RETURN COMPLETED FORM TO SCHOOL PRINCIPAL**

# RELATIONS WITH PARENT ORGANIZATIONS

The BLANK School Board encourages the establishment of parent-teacher organizations that seek to advance programs that improve educational opportunities for all students consistent with state and federal law. The School Board requests that parent-teacher organizations maintain a close relationship with the Board, administration and staff, and that they consider School Board and school policies when planning activities.

Adopted:

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, ~~22.1-253.13:7.C.4.~~ 22.1-253.13:7.

Cross Refs.: IGBC Parental Involvement
KF Distribution of Information/Materials

# 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.

## 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 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). 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 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.[1] 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)[2] 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 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 BLANK School Board shall establish ~~a regulation~~ procedures for receiving, reviewing and ruling on applications for the establishment of charter schools. Such ~~regulation~~ 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.[3] 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 ~~regulation~~ procedures will provide for public notice and the receipt of comment on public charter school applications. The School Board shall give at least 14 days' notice of its intent to receive public comment on an application. A copy of the ~~regulation,~~ procedures including the review criteria, shall be posted on the

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

[1] 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.

[2] 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.

[3] Virginia law leaves the entire application timeline and review process to the discretion of the School Board.

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, or any combination thereof. A charter school shall be responsible for its own operations. 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.

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 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.[4]

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.[5]

Funding

Charter schools shall be funded as provided by law and negotiated in the charter contract.

Revocation and Renewal of the Charter Contract[6]

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); [7]
- 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;

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

[4] A provision dealing with the transfer of charter school personnel should be added to School Board policies governing personnel.

[5] 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.

[6] 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 or regulation.~~ policy.

[7] 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.[8]

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.[9]

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.

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

[8] 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.

[9] This provision should be included in the charter contract.

Adopted:

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Legal Refs: 20 U.S.C. § ~~6311(b)(1)(B).~~ 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 |

# ADVISORY COMMITTEES TO THE SCHOOL BOARD

The School Board may appoint advisory councils or committees of citizens of the school division for consultation with reference to specific matters pertaining to local schools. In addition, pursuant to Board of Education regulations, the School Board establishes advisory committees for the following programs: special education and career and technical education.

In addition, the School Board establishes the following advisory bodies: Gifted Education Advisory Committee; School Health Advisory Board; Parent Advisory Council; Safe and Drug Free Schools and Communities Committee; and Safe Schools Committee.

Adopted: May 13, 2024

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-16, 22.1-18.1, 22.1-86, 22.1-227.

8 VAC 20-81-230.

8 VAC 20-120-50.

| Cross Ref.: | | |
|---|---|---|
| | BCE | School Board Committees |
| | BDD | Electronic Participation in School Board Meetings from Remote Locations |
| | BDDL (Optional) | Electronic Participation in Committee Meetings from Remote Locations |
| | EB | School Crisis, Emergency Management, and Medical Emergency Response Plan |
| | EBB | Threat Assessment Teams |
| | IC/ID | School Year/School Day |
| | IGBB | Programs for Gifted Students |
| | KC | Community Involvement in Decision Making |

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File: BG
(Also GBD)

# BOARD-STAFF COMMUNICATIONS

The Tazewell County School Board supports and encourages two-way communication between the Board and employees. The superintendent is the official representative of the School Board in its relations and communications with its employees.

Employees are encouraged to communicate their ideas and concerns in an orderly and constructive manner to the School Board and/or the superintendent or superintendent's designee.

The School Board desires to develop and maintain the best possible working relationship with the employees of the school division. The School Board welcomes the viewpoints of employees, and allows time at its meetings for employees to be heard.

The School Board does not discriminate against any employee because of membership in an employee organization, or participation in any lawful activities of the organization.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-253.13:7.

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# SEVERANCE BENEFITS

Any severance benefits provided to a departing Superintendent will be publicly announced prior to the Superintendent's departure.

Adopted: May 13, 2024

Legal Ref.: Code of Virginia, 1950, as amended, § 15.2-1510.1.

Cross Ref.:

| | |
|---|---|
| CBB | Appointment and Term of the Division Superintendent |
| CBD | Superintendent's Contract, Compensation and Benefits |

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# FUNDS FOR INSTRUCTIONAL MATERIALS AND OFFICE SUPPLIES

The School Board may, by resolution and subject to the approval of the appropriating body, establish accounts in each of its departments and schools committed solely for the purchase of instructional materials and office supplies. The School Board may authorize the transfer of a percentage of the funds budgeted for a school or division department, not to exceed thirty-five percent of the allocation, into the account.

The account shall be managed by the principal of the school or head of the division department who shall file a monthly accounting of the funds with the superintendent. No additional funds shall be transferred into any such account unless the monthly accounting has been filed. The funds in the account may be disbursed for payment of obligations by issuing a negotiable check signed by the principal or head of the division department, and the assistant principal/designee. At the close of the fiscal year, all funds remaining in the accounts shall be returned to the School Board simultaneously with a full accounting of the disbursements. All such accounts shall be subject to an annual audit as prescribed by Va. Code § 15.2-2511 and to relevant provisions of the Virginia Public Procurement Act.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-122.1.

Cross Refs.:

| | |
|---|---|
| DG | Custody and Disbursement of School Funds |
| DJA | Purchasing Authority |
| DJB | Petty Cash Funds |
| DJF | Purchasing Procedures |
| DJG | Vendor Relations |
| DK | Payment Procedures |

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# PURCHASING AUTHORITY

## Purchasing Agent

The superintendent with the School Board's formal approval may designate a qualified employee to serve as the purchasing agent for the Board. In this capacity, the agent for the Board may purchase or contract for all supplies, materials, equipment, and contractual services required by the school division subject to federal and state laws and regulations and School Board policies. All purchases made by the school division will be in accordance with the Virginia Public Procurement Act.

## Internal Controls

The superintendent, or superintendent's designee, establishes appropriate procedures for internal accounting controls.

All personnel in the division who desire to purchase equipment and supplies shall follow the established procurement procedures within their departments or schools for the issuance of a requisition or purchase order. All purchase orders must be forwarded to the superintendent or superintendent's designee for approval and processing.

## Purchasing and Contracting

Tazewell County School Board encourages full and open competition whenever practicable among potential contractors and suppliers by competitive bidding practices; to centralize purchasing and contracting within the school division to realize the economies resulting therefrom; and to seek maximum educational value for every dollar expended.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-4300 et seq., 22.1-70 and 22.1-78.

Cross Refs.:

| | |
|---|---|
| DA | Management of Funds |
| DG | Custody and Disbursement of School Funds |
| DGC | School Activity Funds |
| DGD | Funds for Instructional Materials and Office Supplies |
| DI | Financial Accounting and Reporting |
| DJ | Small Purchasing |
| DJB | Petty Cash Funds |
| DJF | Purchasing Procedures |

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# PETTY CASH FUNDS

The School Board may by resolution establish one or more petty cash funds for the payment of properly itemized bills for materials, services, or supplies furnished to the school division under conditions calling for immediate payment to the vendor upon delivery. Such funds shall not exceed $2,000 each.

If it establishes any petty cash funds, the School Board will appoint an agent or other person authorized only to approve payment of claims arising from commitments made pursuant to provisions of law from such petty cash funds. Any agent or person into whose hands any such fund is placed may pay such claims therefrom without necessity of prior receipt and audit of the claims by the School Board and without approval and issuance of the warrant of the School Board.

The clerk of the School Board shall report payments from petty cash funds to the School Board or to any appointed agent of the School Board for approval and reimbursement promptly after any claim has been paid.

A bond in the amount of $4,000.00 will be required for each person distributing petty cash funds, but no additional bond shall be required of any person already bonded in the required amount.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-123.

Cross Ref.: DJF Purchasing Procedures

# PAYMENT PROCEDURES

## School Board

The School Board examines all claims against it, except those to be paid from petty cash funds or funds for the purchase of instructional materials and office supplies, and when approved, orders or authorizes payment thereof. A record of such approval and order or authorization is made in the minutes of the School Board. Payment of each claim shall be ordered or authorized by a warrant drawn on the treasurer or other officer charged by law with the responsibility for the receipt, custody and disbursement of the funds of the School Board. The face of the warrant shall state the purpose or service for which such payment is drawn and the date of the order entered or authority granted by the School Board.

The warrant shall be signed by the chairman or vice-chairman, and countersigned by the clerk or deputy clerk, made payable to the person or persons, firm or corporation entitled to receive such payment and recorded in the form and manner prescribed by the Board of Education.

## Fiscal Agent

The School Board may, by resolution, appoint an agent and deputy agent to examine and approve claims against it. A record of such approval and order or authorization shall be made and kept with the records of the School Board. Payment of each such claim so examined and approved by such agent or deputy agent shall be ordered or authorized by a warrant drawn on the treasurer or other officer charged by law with the responsibility for the receipt, custody, and disbursement of the funds made available to the School Board. The warrant shall be signed by such agent or deputy agent and countersigned by the clerk or deputy clerk of the School Board.

However, (1) when the agent is the superintendent, who also occupies the position of School Board clerk, a countersignature from the chairman or vice-chairman is required and (2) when the deputy agent and the deputy clerk is one and the same person, the warrant must be countersigned by either the clerk or the agent of the School Board.

Each warrant shall be payable to the person or persons, firm or corporation entitled to receive payment. The face of the warrant shall state the purpose or service for which such payment is made and also that such warrant is drawn pursuant to authority delegated to such agent or deputy agent by the School Board on the specified date.

Any such agent or deputy agent must furnish a corporate surety bond. The School Board shall set the amount of such bond or bonds and the premium therefore shall be paid out of funds made available to the School Board.

Special Warrants

The Tazewell County School Board may provide, by resolution, for the drawing of special warrants in payment of compensation, when such compensation has been earned and is due, for

- all employees under written contract,
- all other employees whose rates of pay have been established by the School Board or its properly delegated agent, upon receipt of certified time sheets or other evidence of service performed, and
- payment on contracts for school construction projects according to the terms of such contracts.

All such special warrants shall be signed by the clerk or deputy clerk of the School Board and countersigned by the superintendent or the chairman or vice-chairman of the School Board. When the superintendent and clerk is one and the same person, such special warrants shall be countersigned by such chairman or vice-chairman. Such payrolls and contracts so paid shall be reviewed and approved by the School Board at its next regular meeting.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-122, 22.1-122.1, 22.1-123.

| | | |
|---|---|---|
| Cross Refs.: | DG | Custody and Disbursement of School Funds |
| | DJB | Petty Cash Funds |
| | DGD | Funds for Instructional Materials and Office Supplies |

# NON-LOCALLY FUNDED PROGRAMS

In order to further the goals and objectives of the school division, the School Board may seek sources of revenue to supplement the funds provided through local, state and federal funding.

To promote efficiency in developing proposals and making application for specially funded programs, the superintendent may establish procedures for the preparation of proposals and their review. The superintendent shall ensure that none of the conditions of acceptance is in conflict with the policies of the Board, the objectives of the division, or state or federal law.

The superintendent or superintendent's designee may submit proposals or applications for grants not to exceed $250,000.00 prior to approval by the School Board. No such application or proposal shall be binding on the Board without its approval.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-79, 22.1-88.

Cross Ref.:

| | |
|---|---|
| AE | School Division Goals and Objectives |
| KH | Public Gifts to the Schools |
| KQ | Commercial, Promotional and Corporate Sponsorships and Partnerships |

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# REPORTING OF HAZARDS

Any employee who discovers a dangerous condition should report the condition immediately to the employee's supervisor, the superintendent or the superintendent's designee.

The superintendent shall name a designee to evaluate and label toxicity of all art materials used in the division in accordance with criteria established by the Virginia Department of Education. All materials which meet the criteria as toxic shall be so labeled. Such materials are not used in kindergarten through grade 5.

Adopted: May 13, 2024

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-274.1.

8 VAC 20-530-10.
8 VAC 20-530-20.
8 VAC 20-530-30.
8 VAC 20-530-40.
8 VAC 20-530-50.
8 VAC 20-530-60.
8 VAC 20-530-70.
8 VAC 20-530-80.

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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.

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.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-274, 22.1-274.4.

| | | |
|---|---|---|
| Cross Ref.: | EB | School Crisis, Emergency Management, and Medical Emergency Response Plan |
| | JHCD | Administering Medicines to Students |

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# SCHOOL CLOSINGS

The superintendent or superintendent's designee may order the closing, the delay in opening or the early dismissal of any or all schools in order to protect the safety and welfare of the students and staff. When any or all schools are ordered to be closed for in-person instruction, the superintendent or superintendent's designee may declare an unscheduled remote learning day consistent with applicable laws and policies.

Unless employees are notified that their work schedule is changed because of adverse weather or emergency conditions, it is expected that all employees will work according to the terms of their contract and division policy.

During adverse weather or emergency conditions, employees follow school division policy and regulations related to work schedules. The superintendent may establish any regulations necessary regarding employee work schedules during school closings.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-98.

Cross Ref.:

| | |
|---|---|
| GAA | Staff Time Schedules |
| IC/ID | School Year/School Day |

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File: EC

# BUILDINGS AND GROUNDS MANAGEMENT AND MAINTENANCE

The superintendent has the general responsibility for the care, custody, and safekeeping of all school property. The principal of each school is responsible for the operation, supervision, care and maintenance of the school plant.

Each school maintains records of regular safety, health and fire inspections that have been conducted and certified by local health and fire departments. The frequency of such inspections is determined by the School Board in consultation with the local health and fire departments. In addition, the school administration equips all exit doors with panic hardware as required by the Uniform Statewide Building Code.

The school division maintains documentation of any pesticide application that includes the target pest, the formulation applied and the specific location of the application.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-79, 22.1-132.2, 22.1-293.

8 VAC 20-131-260.

| | | |
|---|---|---|
| Cross Refs.: | CF | School Building Administration |
| | EA | Support Services |
| | EB | School Crisis, Emergency Management and Medical Emergency Response Plan |
| | EBCB | Safety Drills |
| | FE | Playground Equipment |
| | GBEC/JFCH/KGC | Tobacco Products and Nicotine Vapor Products |
| | KF | Distribution of Information/Materials |
| | KG | Community Use of School Facilities |
| | KGB | Public Conduct on School Property |
| | KJ | Advertising in the Schools |
| | KL | Public Complaints |
| | KQ | Commercial, Promotional, and Corporate Sponsorships and Partnerships |

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File: ECA

# INVENTORY AND REPORTING OF LOSS OR DAMAGE

## I. Inventories

The superintendent is responsible for implementing a system of inventory of school property to identify items for the purpose of insurance and to control the loss of property.

The inventory shall include, but not be limited to the following: buildings, movable equipment, vehicles and all other items of significant value. Each school shall keep a complete inventory of all equipment, listing make, source, date of purchase, model, serial number, and other identifying data.

## II. Reporting Losses

All loss of or damage to school property shall be promptly reported to the superintendent or superintendent's designee.

Adopted: May 13, 2024

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

Cross Refs.:

| | | |
|---|---|---|
| | EC | Buildings and Grounds Management and Maintenance |
| | ECAB | Vandalism |
| | EI | Insurance Management |

# EDUCATIONAL TECHNOLOGY FOUNDATIONS AND PUBLIC SCHOOL FOUNDATIONS

The school board may establish educational technology foundations for the express purpose of implementing a public/private partnership to expand access to and improve the quality of educational technology in the division. The school board may also establish public school foundations for the express purpose of implementing a public/private partnership to implement public school improvement projects approved by the school board. Such foundations may be established directly by the school board or by the school board and other organizations or persons, on behalf of the school board by a third party, or through a contract with a corporation as defined by Va. Code § 2.2-212.2:2. The foundations may be established as a cooperative regional effort with other school boards.

## I. Requirements

Upon establishing or contracting with a corporation, whether or not other organizations, school boards, or persons are involved, the school board shall:

- Review and approve the articles of incorporation and bylaws
- Establish a system of accounting to protect public funds
- Establish agreement that, upon dissolution of the corporation, any assets remaining after payment of just debts shall be transferred to and become the property of the school board or, if a regional effort, the procedure by which the property may be divided among the school boards
- Require, in any instance in which the school board advances, contributes or loans funds to the corporation, that such contract shall provide for the posting of a bond with surety by the officers of the corporation conditioned to protect the rights of the school board
- Establish terms for the allocation of any profits or revenues between the school board and the corporation
- Take such other steps as may be necessary to comply with applicable law

## II. Funding

The school board may (i) advance, contribute or loan funds to such foundations, and (ii) establish an escrow fund for the purpose of funding various educational technology projects.

## III. Procurement

In making purchases through its public school foundation or purchasing educational technology through its educational technology foundation, the school board is exempt from the Virginia Public Procurement Act, except, relative to such purchases, the school board shall comply with the provisions of Va. Code §§ 2.2-4311 and 2.2-4367 through 2.2-4377.

Adopted: May 13, 2024

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Legal Ref: Code of Virginia, §§ 2.2-4311, 2.2-4343, 2.2-4367 through 2.2-4377, 22.1-212.2:2.

Cross Refs.:
- JRCA School Providers' Use of Personal Information
- KA Goals for School-Community Relations
- KH Public Gifts to the Schools
- KQ Commercial, Promotional and Corporate Sponsorships and Partnerships

Legal Ref: Code of Virginia, §§ 2.2-4311, 2.2-4343, 2.2-4367 through 2.2-4377, 22.1-212.2:2.

Cross Refs.:
- JRCA School Providers' Use of Personal Information
- KA Goals for School-Community Relations
- KH Public Gifts to the Schools
- KM Relations with Community Organizations
- KQ Commercial, Promotional and Corporate Sponsorships and Partnerships

# PLAYGROUND EQUIPMENT

When any playground equipment is installed on School Board property the Board assumes ownership of that equipment unless specifically stated otherwise by agreement. For this reason the maintenance of the playground equipment installed by a school or community group is the responsibility of the School Board.

Once equipment is installed on School Board property, the principal of the school, or the principal's designee, has the responsibility to inspect the equipment on a regular basis and the authority to order its repair or removal from the school property. The principal may also restrict or deny the use of such equipment until such time as, in the principal's opinion, it is restored to safe a condition.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-79, 22.1-293.

Cross Ref.: KH Public Gifts to the Schools

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# NAMING SCHOOL FACILITIES

It is the responsibility of the Tazewell County School Board to determine the name of schools and school facilities in the division. The Board will use the following procedure when naming or renaming a school or school facility in the division:

The Board will solicit and accept input from the public regarding the names of schools and school facilities but reserves the right to make the final decision regarding the name of any school or school facility. Suggestions regarding the name of a school or school facility must be in writing, must state the name of the person or group making the suggestion and must state the reasons supporting the suggestion. The School Board may create a committee to make recommendations to the Board on the naming of any school or school facility.

~~No school or school facility will be named for a living individual. Schools and school facilities may be named for individuals who have been deceased for at least 10 years.~~ **TCPS removes this sentence in Policy as of September 14, 2020.**

The Board may rename a school or school facility upon a determination that it is appropriate to do so.

Adopted and Amended: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-78, 22.1-79.

Cross Ref.:

| | |
|---|---|
| BCE | School Board Committees |
| FF | Public Dedication of New Facilities |
| KH | Public Gifts to Schools |

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File: GBD
(Also BG)

# BOARD-STAFF COMMUNICATIONS

The Tazewell County School Board supports and encourages two-way communication between the Board and employees. The superintendent is the official representative of the School Board in its relations and communications with its employees.

Employees are encouraged to communicate their ideas and concerns in an orderly and constructive manner to the School Board and/or the superintendent or superintendent's designee.

The School Board desires to develop and maintain the best possible working relationship with the employees of the school division. The School Board welcomes the viewpoints of employees, and allows time at its meetings for employees to be heard.

The School Board does not discriminate against any employee because of membership in an employee organization, or participation in any lawful activities of the organization.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-253.13:7.

# LACTATION SUPPORT FOR EMPLOYEES

The superintendent shall designate a non-restroom location in each school as an area in which any mother who is employed by the Tazewell County School Board may take breaks of reasonable length during the school day to express milk to feed her child until the child reaches the age of one. The area must be shielded from public view and free from intrusion.

Adopted: May 13, 2024

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Legal Refs.: 29 U.S.C. § 218d.

42 U.S.C. § 2000gg.

Code of Virginia, 1950, as amended, §§ 2.2-3905, 22.1-79.6.

Cross Refs.: JHCL Lactation Support for Students

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# LEAVE WITHOUT PAY

## Employee's Debilitating or Life-Threatening Illness or Injury

A leave of absence, without pay, may be granted to employees of the school division who have a debilitating or life-threatening illness or injury and who are not eligible for Family and Medical Leave as described in Policy GCBE Family and Medical Leave because they have not worked for the division for 12 months or have not worked at least 1250 hours according to the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.

Employees with a debilitating or life-threatening illness who are entitled to leave under this policy may take up to 30 days unpaid leave during their first year of employment with the school division.

## Other Work During Leave

Employees who are on unpaid leave pursuant to this policy or any other policy, except those on leave pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) (see Policy GCBEB Military Leave and Benefits), may not engage in work for which they receive pay or any other type of remuneration without the prior written approval of the superintendent or superintendent's designee.

Adopted: May 13, 2024

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Legal Ref.: 29 C.F.R. 825.216.

Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-296.

Cross Refs.:

| | |
|---|---|
| GCBD | Staff Leaves and Absences |
| GCBE | Family and Medical Leave |
| GCBEB | Military Leave and Benefits |
| GCQA | Nonschool Employment by Staff Members |

# 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 Tazewell County 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.

Adopted: May 13, 2024

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

| | | |
|---|---|---|
| Cross Refs.: | 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 |

# ACADEMIC FREEDOM

The School Board seeks to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights.

Freedom of individual conscience, association, and expression are encouraged and fairness in procedures is observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society as set forth in the Constitutions of the United States and the Commonwealth of Virginia.

Students may express their beliefs about religion in homework, artwork, and other written and oral assignments free from discrimination based on the religious content of their submissions. Such home and classroom work is evaluated by ordinary academic standards of substance and relevance and against other legitimate pedagogical concerns identified by the school.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-203.3.

Cross Ref.: INDC Religion in the Schools

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# SCHOOL YEAR/SCHOOL DAY

## School Year

The length of the school year is at least 180 teaching days or 990 teaching hours. The School Board offers in-person instruction to each student enrolled in an elementary or secondary school in the division for at least 990 teaching hours except as otherwise permitted by Va. Code § 22.1-98.C.4 or Article 3 of Chapter 14 of Title 22.1 of the Code of Virginia. Days on which a school or schools or all the schools in the division are closed due to severe weather or other emergencies are made up as provided below if necessary to meet these requirements.

Students are provided a minimum of 680 hours of instructional time in elementary school in the four academic disciplines of English, mathematics, science, and history and social science.

Unstructured recreational time that is intended to develop teamwork, social skills, and overall physical fitness may be included in the calculation of total instructional time or teaching hours for elementary school, provided that such unstructured recreational time does not exceed 15 percent of total instructional time or teaching hours.

## Make Up Days

If severe weather conditions or other emergency situations result in the closing of a school or schools or all the schools in the school division or in an unscheduled remote learning day for a school or schools in the division for

- five or fewer days, all missed days are made up by adding teaching days to the school calendar or extending the length of the school day;
- six days or more, the first five days plus one day for each two days missed in excess of the first five are made up by adding teaching days to the school calendar or extending the length of the school day.

If severe weather conditions or other emergency situations result in the closing of any school in the school division and such school has been unable to meet the 180 teaching day requirement, the school division may make up the missed teaching days by providing its students with instructional hours equivalent to such missed teaching days to meet the minimum 990 teaching hour requirement.

If severe weather conditions or other emergency situations result in the closing of any school in the school division for in-person instruction, the school division may declare an unscheduled remote learning day whereby the school provides instruction and student services that are consistent with guidelines established by the Department of Education to ensure the equitable provision of such services. No more than 10 unscheduled remote learning days will be declared in a school year unless the Superintendent of Public Instruction grants an extension.

The Board of Education may waive the requirement that the school division provide additional teaching days or teaching hours to compensate for school closings resulting from a declared state of emergency or severe weather conditions or other emergency situations

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under certain circumstances. If the School Board desires a waiver, it will submit a request to the Board of Education. The request will include evidence of efforts that have been made by the school division to reschedule as many days as possible and certification by the superintendent and chairman of the School Board that every reasonable effort for making up lost teaching days or teaching hours was exhausted before requesting a waiver. If the waiver is denied, the school division will make up the missed instructional time.

The Board of Education waives the requirement that school divisions provide additional teaching days or teaching hours to compensate for school closings resulting from an evacuation directed and compelled by the Governor pursuant to Va. Code § 44-146.17 for up to five teaching days. If the School Board desires such a waiver, it notifies the Board of Education and provides evidence of efforts that have been made by the school division to reschedule as many days as possible and certification by the superintendent and chair of the School Board that every reasonable effort for making up lost teaching days or teaching hours was exhausted. After receiving such notification, the Board of Education grants the waiver and there is no proportionate reduction in the amount paid by the Commonwealth from the Basic School Aid Fund. Further, the local appropriations for educational purposes necessary to fund 180 teaching days or 990 teaching hours shall not be proportionally reduced by the local appropriating body due to any reduction in the length of the term of any school or the schools in a school division permitted by such waiver.

School Calendar

The School Board establishes the division's calendar in accordance with state law. The School Board establishes teaching contracts in accordance with applicable regulations of the Board of Education to include contingencies for making up teaching days and teaching hours missed for emergency situations.

An advisory committee composed of teachers, parents and school administration may be utilized to recommend a proposed calendar to the superintendent. The recommendation of this committee is advisory.

Joint or Regional Schools

School boards operating joint or regional high schools, including regional charter schools, offering a specialized curriculum leading to a high school diploma and a postsecondary credential, such as industry certification, career certificate, or degree may, by agreement, establish alternative schedules for the delivery of instruction. Those schedules may include alternatives to standard school day and year requirements, subject to the issuance of any necessary waivers by the Board of Education and relevant Board of Education regulations.

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Certification

The superintendent and School Board chair certify the total number of teaching days and teaching hours each year as part of the annual report to the Board of Education.

Adopted: May 13, 2024

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Legal Refs.: Code of Virginia, 1950, as amended §§ 22.1-26, 22.1-79.1, 22.1-98, 22.1-200.2.

Acts 2019, cc. 569, 570 and 637.

Cross Ref.:

| | |
|---|---|
| BCF | Advisory Committees to the School Board |
| DL | Payroll Procedures |
| EBCD | School Closings |
| GAA | Staff Time Schedules |
| IKF | The Virginia Assessment Program and Graduation Requirements |
| IKFD | Alternative Paths to Attaining Standard Units of Credit |

# PARENTAL ASSISTANCE WITH INSTRUCTION

The Tazewell County School Board encourages parents to provide instructional assistance to their children in the home. The school division may offer a voluntary training program to the parents of children in kindergarten through third grade to assist them in developing the skills necessary to provide effective instructional assistance to their children.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-253.13:7.

Cross Ref.: IGBC Parental Involvement

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# THE VIRGINIA ASSESSMENT PROGRAM AND GRADUATION REQUIREMENTS

## Generally

The Board of Education has established educational objectives known as the Standards of Learning (SOLs), which form the core of Virginia's educational program, and other education objectives, which together are designed to ensure the development of the skills that are necessary for success in school and in preparation for life in the years beyond.

The Tazewell County School Board has developed and implemented a program of instruction that is aligned to the Standards of Learning and that meets or exceeds the requirements of the Board of Education. It awards diplomas to all secondary school students, including students who transfer from nonpublic schools or from home instruction, who meet the requirements prescribed by the Board of Education.

Tazewell County School Board awards diplomas and certificates in accordance with state laws and regulations. The requirements for a student to earn a diploma and graduate from high school are those in effect when the student enters ninth grade for the first time.

## Children of Certain Federal Employees

In order to facilitate the on-time graduation of children of federal employees serving under orders pursuant to Title 22 or 50 of the United States Code enrolled in kindergarten through grade 12, the superintendent or superintendent's designee

- waives specific courses required for graduation if similar coursework has been satisfactorily completed in a local education agency in the state from which the child is sent, brought, or caused to be sent or brought or provides reasonable justification for denial of such waiver. If a waiver is not granted to a student who would qualify to graduate in the state from which the student is sent, brought, or caused to be sent or brought, the school division provides an alternative means of acquiring required coursework so that graduation may occur on time; and
- accepts, in lieu of testing requirements for graduation in Virginia, (i) exit or end-of-course exams required for graduation from the state from which the student is sent, brought, or caused to be sent or brought, (ii) national norm-referenced achievement tests, or (iii) alternative testing acceptable in Virginia.

The parent serving under orders pursuant to Title 22 or 50 of the United States Code must present documents indicating that the parent is required to move in order to perform the parent's job responsibilities and such move results in the student's relocation to the school division.

## Virginia Assessment Program

In kindergarten through eighth grade, where the administration of Virginia Assessment Program tests are required by the Board of Education, each student is expected to take the

tests following instruction. Students who are accelerated take the test aligned with the highest grade level, following instruction in the content. No student takes more than one test in any content area in each year, except in the case of expedited retakes as provided for in 8 VAC 20-131-30. Schools use the test results in kindergarten through eighth grade as part of a set of multiple criteria for determining the promotion or retention of students.

Each student in middle and secondary school takes all applicable end-of-course SOL tests following course instruction. The superintendent certifies to the Department of Education that the division's policy for dropping courses ensures that students' course schedules are not changed to avoid end-of-course SOL tests. Students who achieve a passing score on an end-of-course SOL test will be awarded a verified unit of credit in that course in accordance with 8 VAC 20-131-110. Students may earn verified credits in any courses for which end-of-course SOL tests are available. Students are not required to take an end-of-course SOL test in an academic subject after they have earned the number of verified credits required for that academic content area for graduation unless such test is necessary in order for the school to meet federal accountability requirements. Middle and secondary schools may consider the student's end-of-course SOL test score in determining the student's final course grade.

Participation in the Virginia Assessment Program by students with disabilities is prescribed by provisions of their Individualized Education Program (IEP) or 504 Plan. All students with disabilities are assessed with appropriate accommodations and alternate assessments where necessary.

Any student identified as an English Learner (EL) participates in the Virginia Assessment Program. A school-based committee convenes and makes determinations regarding the participation level of EL students in the Virginia Assessment Program. In kindergarten through eighth grade, EL students may be granted a one-time exemption from SOL testing in the areas of writing, and history and social science.

Definitions

Authentic Performance Assessment

An "Authentic Performance Assessment" is a test that complies with guidelines adopted by the Board of Education that requires students to perform a task or create a product that is typically scored using a rubric.

Standard Unit of Credit

A "standard unit of credit" or "standard credit" is a credit awarded for a course in which the student successfully completes 140 clock hours of instruction and the requirements of the course. A standard unit of credit may be awarded based on a waiver of the 140 clock hour requirement as provided in Policy IKFD Alternative Paths to Attaining Standard Units of Credit.

Verified Unit of Credit

A “verified unit of credit” or “verified credit” is a credit awarded for a course in which a student earns a standard unit of credit and completes one of the following:

1. Achieves a passing score on a corresponding end-of-course SOL test.
2. Achieves a passing score on an additional test, as defined in 8 VAC 20-131-5, as a part of the Virginia Assessment Program.
3. Meets the criteria for the receipt of a locally awarded verified credit when the student has not passed a corresponding SOL test.
4. Meets the criteria for the receipt of a verified credit for English (writing) by demonstrating mastery of the content of the associated course on an authentic performance assessment that complies with guidelines adopted by the Board of Education.

Students may also earn verified credits by taking alternative tests to the SOL assessment. Such tests may only be those approved by the Virginia Board of Education, and the student may earn verified credits only by achieving that score established by the Board of Education.

Virginia Assessment Program

The “Virginia Assessment Program” is a system used to evaluate student achievement that includes SOL tests and additional tests that may be approved from time to time by the Board of Education.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-370, 22.1-371, 22.1-380, 22.1-253.13:1, 22.1-253.13:4.
8 VAC 20-131-5.
8 VAC 20-131-30.
8 VAC 20-131-50.
8 VAC 20-131-51.
8 VAC 20-131-110.
Guidelines for Graduation Requirements; Local Alternative Paths to Standard Units of Credit (Virginia Board of Education Oct. 2015).

Cross Refs.:

| | |
|---|---|
| IAA | Notification of Learning Objectives |
| IGBA | Programs for Students with Disabilities |
| IKFA | Locally Awarded Verified Credits |
| IKFD | Alternative Paths to Attaining Standard Units of Credit |
| IKH | Retaking SOL Assessments |

# LOCALLY AWARDED VERIFIED CREDITS

## Generally

The Tazewell County School Board awards verified credits in accordance with Virginia law and Virginia Board of Education regulations.

To be eligible for locally awarded verified credits as credit accommodations, students with disabilities must meet all criteria established by Virginia law or regulation and eligibility for such credit accommodations must be established in the student's Individualized Education Program (IEP) or Section 504 plan.

## Review Panels

The Tazewell County School Board appoints review panels comprised of at least three educators to consider evidence of the student's achievement. Different panels may be appointed for individual schools or groups of schools.

The review panel reviews information which provides evidence of the student's achievement of adequate knowledge of the Standards of Learning content. The panel has discretion in determining the information it considers. That information may include, but is not limited to, results of classroom assessments, divisionwide exams, course grades and additional academic assignments (e.g. papers, projects, essays or written questions) as the panel deems appropriate.

Based on the evidence it reviews, the review panel may:

- award the verified credit;
- deny the verified credit;
- suggest participation in a remedial program and retesting; or
- make additional academic assignments prior to determining whether to award the verified credit.

The decision of the review panel is final.

Adopted: May 13, 2024

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-253.13:3.
8 VAC 20-131-110.

Revised Guidance Governing the Use of Locally-Awarded Verified Credits (Virginia Department of Education May 11, 2018) (attachment to Virginia Department of Education Superintendent's Memo No. 130-18 (May 11, 2018)).

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# RELIGION IN THE SCHOOLS

The Tazewell County School Board is neutral in matters of religion. This means that the Tazewell County schools

- assume no role or responsibility for the religious training of any student and
- do not become involved in the religious belief, disbelief or doubt of any student.

This neutrality does not preclude or hinder the Tazewell County school division in fulfilling its responsibility to educate students to be tolerant and respectful of religious diversity. The division recognizes that one of its educational responsibilities is to advance the students' knowledge and appreciation of the role that religion has played in the social, cultural and historical development of civilization.

Therefore, the division approaches religion from an objective, curriculum-related perspective, encouraging all students and staff members to be aware of the diversity of beliefs and respectful of each other's religious and/or non-religious views. In that spirit of respect, students and staff members may be excused from participating in activities that are contrary to their religious beliefs.

The School Board may authorize, as an elective in grades nine through 12 with appropriate credits toward graduation, a comparative religion class that focuses on the basic tenets, history, and religious observances and rites of world religions.

Adopted: May 13, 2024

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Legal Refs.: U.S. Const. amend. I.

Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-202.1.

Cross Refs.: IB Academic Freedom

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# DRUGS IN SCHOOL

## I. Generally

No person may manufacture, sell or distribute or possess with intent to sell, give or distribute any “controlled substance,” “imitation controlled substance,” or “marijuana,” as all are defined in Virginia law, while

- on the property, including building or grounds, of any public school;
- on public property or any property open to public use within 1,000 feet of the property, including building or grounds, of any public school;
- on any school bus; or
- at any designated school bus stop or any public property or any property open to public use within 1,000 feet of such school bus stop during the time when school children are waiting to be picked up and transported to or are being dropped off from school or a school sponsored activity.

### A. Expulsion

A student who is determined to have brought a controlled substance, imitation controlled substance, or marijuana onto school property or to a school-sponsored activity may be expelled in accordance with Policy JGD/JGE Student Suspension/Expulsion. The School Board may determine, based on the facts of the particular case that special circumstances exist and no disciplinary action or another form of discipline is appropriate. The School Board authorizes the superintendent or superintendent’s designee to conduct a preliminary review of such cases to determine whether a disciplinary action other than expulsion is appropriate. Any disciplinary action imposed pursuant to such a review must be taken in accordance with Article 3 of Chapter 14 of Title 22.1 of the Code of Virginia.

### B. Prevention and Intervention

Any student who violates this policy shall participate in the prevention and intervention activities identified in Tazewell County school division’s drug and violence prevention plan.

The School Board may require any student who has been found to have been in possession of, or under the influence of, drugs or alcohol on a school bus, on school property, or at a school-sponsored activity in violation of School Board policies, to undergo evaluation for drug or alcohol abuse, or both, and, if recommended by the evaluator and with the consent of the student's parent, to participate in a treatment program.

### C. Required Reporting to Parents and Local Law Enforcement

The principal reports a violation of this policy to parents and local law enforcement as required by Policy CLA Reporting Acts of Violence and Substance Abuse.

II. Students with Disabilities

A. Students with disabilities are subject to the provisions of Section I of 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 drug violation.

1. In addition to the authority granted in Section I and Section II, subsection A above, a student with a disability may 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 knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, 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, "illegal drugs" and "controlled substance" are defined by federal law as follows:

a. Controlled substance means a drug or other substance identified under schedules I, II, III, IV, or V in § 202(c) of the Controlled Substances Act at 21 U.S.C. § 812(c).

b. Illegal drug means a controlled substance, but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act or under any other provision of federal law.

Adopted: May 13, 2024

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Legal Refs: 20 U.S.C. § 1415
21 U.S.C. § 812.

Code of Virginia, 1950, as amended, §§ 18.2-247, 18.2-250, 18.2-255.2, 22.1-277.08, 54.1-3401.

8 VAC 20-81-10.

| | | |
|---|---|---|
| Cross Refs: | CLA | Reporting Acts of Violence and Substance Abuse |
| | JGD/JGE | Student Suspension/Expulsion |
| | JFC | Student Conduct |
| | JGDA | Disciplining Students with Disabilities |

# WRITTEN NOTIFICATION OF VIOLATION OF SCHOOL POLICIES BY STUDENTS IN ALTERNATIVE EDUCATION PROGRAMS

The School Board requires written notification of an offense to the parent, guardian or other person having charge or control of a pupil in an alternative education program as described in Va. Code § 22.1-209.1:2 when

- a pupil commits an offense in violation of School Board policies and school officials determine the offense was committed without the willful intent to violate such policies, or

- the offense did not endanger the health and safety of the individual or other persons.

The notification identifying the nature of the offense shall be made no later than two school days following the incident. The School Board requires the principal of the school the child attends, or other appropriate school personnel, to develop appropriate measures, in conjunction with the pupil's parent or guardian, for correcting such behavior.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-209.1:2.

# SEARCH AND SEIZURE

A search involves an invasion of privacy. Whether a search of a student is permissible depends on a balancing of the student's right to privacy and freedom from unreasonable search and seizure against the school division's responsibility to protect the health, safety and welfare of all persons in the school community and to carry out its educational mission. To maintain order and discipline in the schools and to protect the health, safety and welfare of students and school personnel, school authorities may search a student, student belongings, student lockers or student automobiles under the circumstances outlined below and may seize any illegal, unauthorized or contraband materials discovered in the search.

As used in this policy, the term "unauthorized" means any item dangerous to the health or safety of students or school personnel, or disruptive of any lawful function, mission or process of the school or any item described as unauthorized in school rules available beforehand to the student.

The locations at which searches of students and student property may be conducted are not limited to the school building or school property. Searches may be conducted wherever the student is involved in a school-sponsored function.

## PERSONAL SEARCHES

A student's person and/or personal effects (e.g. purse, book bag, etc.) may be searched by a school official whenever the official has reasonable suspicion to believe that the student has violated or is about to violate the law or a school rule and that the search will yield evidence of the violation.

All individual searches of students must be based on reasonable suspicion. In order to be permissible, the search must be:

- justified at its inception and
- reasonably related in scope to the circumstances justifying the search.

An individual search is justified at its inception when a school official has reasonable grounds, based on the totality of the known circumstances, for suspecting that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. A search is reasonable in scope when it is reasonably related to the objectives of the search and is not excessively intrusive in light of the age and sex of the student and the nature of the suspected infraction.

A personal search may include requiring a student to be scanned with a metal detector.

A pat down search of a student may only be conducted if a school administrator has established a high level of reasonable suspicion that evidence will be found to corroborate suspicion that a law or school rule has been broken. If a pat down search of

a student's person is conducted, it will be conducted in private by a school official of the same sex and with an adult witness of the same sex present.

Strip searches involve an extreme intrusion into the rights of a student and may only be conducted when an extremely serious situation exists requiring immediate action because of an imminent threat of death or great bodily injury to a person or persons. If a strip search is necessary the school official should contact the appropriate law enforcement official, and the search should be conducted by a sworn law enforcement officer of the same sex, in the presence of a same sex adult witness. School officials may only conduct a strip search in cases where it is necessary to avoid the imminent threat of death or great bodily injury to the student or another person. If a strip search must be conducted by a school official, it must be by a same sex official with a same sex adult witness, and the school official must have the prior approval of the superintendent or superintendent’s designee, unless the health or safety of the student is endangered by the delay.

LOCKER AND DESK SEARCHES

Student lockers and desks are school property and remain at all times under the control of the school; however, students are expected to assume full responsibility for the security of their lockers and are responsible for the content of their assigned locker at all times. Periodic general inspections of lockers and desks may be conducted by school authorities for any reason at any time without notice, without student consent and without a search warrant.

AUTOMOBILE SEARCHES

Students are permitted to park on school premises as a matter of privilege, not of right. The school retains authority to conduct routine patrols of student parking lots and inspections of the exteriors of student automobiles on school property. The interiors of student vehicles may be inspected whenever a school official has reasonable suspicion to believe that the student has violated or is about to violate the law or a school rule and that the search will yield evidence of the violation, or that illegal or unauthorized materials or other evidence of illegal or otherwise prohibited activities are contained inside the automobile. Such patrols and inspections may be conducted without notice, without student consent and without a search warrant.

COMPUTER SEARCHES

The school computer system, as defined in Policy GAB/IIBEA Acceptable Computer System Use, is school property. Students are only authorized to use the school’s computer system and other similar educational technology consistent with the educational mission of the school and in accordance with Policy GAB/IIBEA Acceptable Computer System Use. School officials may search school computers, software and internet access records at any time for any reason and without student consent.

CONSENT SEARCHES

If a student gives a school official consent for a search the school official does not need to demonstrate reasonable suspicion. A student's consent is only valid if given willingly and with knowledge of the meaning of consent. Students should be told of their right to refuse to be searched, and students must not perceive themselves to be at risk of punishment for refusing to grant permission for the search.

SEIZURE OF ILLEGAL MATERIALS

If a properly conducted search yields illegal or contraband materials, such findings shall be turned over to proper legal authorities for ultimate disposition.

Adopted: May 13, 2024

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Legal Refs.: New Jersey v. T.L.O., 469 U.S. 325 (1985).

U.S. Const. amend IV.

Va. Const. art.I, § 10.

Code of Virginia, 1950, as amended, §§ 22.1-279.7, 22.1-280.2:3.

Virginia School Search Resource Guide (Virginia Department of Education Oct. 2000).

Cross Ref.:

| | |
|---|---|
| CLA | Reporting Acts of Violence and Substance Abuse |
| EGAA | Reproduction and Use of Copyrighted Materials |
| GAB/IIBEA | Acceptable Computer System Use |
| JFC | Student Conduct |
| JFCD | Weapons in School |
| JFCF | Drugs in School |
| KNAJ | Relations with Law Enforcement Authorities |

# DISCIPLINE OF STUDENTS WITH DISABILITIES FOR INFLICTION OF SERIOUS BODILY INJURY

A student with a disability may 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 has inflicted serious bodily injury upon another person while at school, on school premises, 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. If no manifestation is found, the student may be disciplined to the extent that a student without disabilities would be disciplined.

In addition, the applicable procedures of Policies JGDA Disciplining Students with Disabilities and JGD/JGE Student Suspension/Expulsion will be followed.

The term serious bodily injury has the same meaning given the term “serious bodily injury” under paragraph (3) of subsection (h) of section 1365 of title 18 of the United States Code.

Adopted: May 13, 2024

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Legal Refs: 18 U.S.C. § 1365(h)(3).
20 U.S.C. § 1415(k)(1)(G)(iii).
34 C.F.R. §§ 300.530(g) and 300.530(i)(3).

Code of Virginia, 1950, as amended, § 22.1-214.

8 VAC 20-81-10.
8 VAC 20-81-160.

| Cross Refs: | | |
|---|---|---|
| | JFCD | Weapons in School |
| | JFCF | Drugs in School |
| | JGD/JGE | Student Suspension/Expulsion |
| | JGDA | Disciplining Students with Disabilities |

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# LACTATION SUPPORT FOR STUDENTS

The superintendent shall designate a non-restroom location in each school as an area in which anyone who is enrolled as a student in the division may take breaks of reasonable length during the school day to express milk to feed her child until the child reaches the age of one. The area must be shielded from public view.

Adopted: May 13, 2024

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-79.6.

Cross Refs.: GBEF Lactation Support for Employees

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# STUDENT-ATHLETE SUDDEN CARDIAC ARREST

In order to participate in any extracurricular physical activity, each student-athlete and the student-athlete's parent or guardian must review, on an annual basis, information provided by the school division on symptoms that may lead to sudden cardiac arrest. After reviewing the materials, each student-athlete and the student-athlete's parent or guardian must sign a statement acknowledging receipt of such information, in a manner approved by the Virginia Board of Education.

A student-athlete who is experiencing symptoms that may lead to sudden cardiac arrest must be immediately removed from play. A student-athlete who is removed from play shall not return to play until the student-athlete is evaluated by and receives written clearance to return to physical activity by an appropriate licensed health care provider as determined by the Virginia Board of Education. The licensed health care provider evaluating student-athletes may be a volunteer.

The superintendent is responsible for developing, biennially reviewing, and updating procedures to implement this policy.

Adopted: May 13, 2024

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-271.8.

# RESTRAINT AND SECLUSION OF STUDENTS

Physical restraint and seclusion may only be used by Tazewell County School Board staff for the purpose of behavioral intervention in accordance with this policy and the Virginia Board of Education Regulations Governing the Use of Seclusion and Restraint in Public Elementary and Secondary Schools in Virginia. The School Board encourages the use of positive behavioral interventions and supports to reduce and prevent the need for the use of physical restraint and seclusion.

The superintendent is responsible for developing procedures to address the requirements of the Board of Education Regulations. Those procedures shall include:

- examples of the positive behavioral interventions and support strategies consistent with the student's rights to be treated with dignity and to be free from abuse that the school division uses to address student behavior, including the appropriate use of effective alternatives to physical restraint and seclusion;
- a description of initial and advanced training for school personnel that addresses appropriate use of effective alternatives to physical restraint and seclusion and the proper use of restraint and seclusion;
- a statement of the circumstances in which physical restraint and seclusion may be employed, which shall be no less restrictive than that set forth in 8 VAC 20-750-40 and 8 VAC 20-750-50;
- provisions addressing the
    - notification of parents regarding incidents of physical restraint or seclusion, including the manner of such notification;
    - documentation of the use of physical restraint and seclusion;
    - continuous visual monitoring of the use of any physical restraint or seclusion to ensure the appropriateness of such use and the safety of the student being physically restrained or secluded, other students, school personnel, and others. These provisions shall include exceptions for emergency situations in which securing visual monitoring before implementing the physical restraint or seclusion would, in the reasonable judgment of the school personnel implementing the physical restraint or seclusion, result in serious physical harm or injury to persons;
    - securing of any room in which a student is placed in seclusion. These provisions shall ensure that any seclusion room or area meet specifications for size and viewing panels that ensure the student's safety at all times, including during a fire or other emergency; and
    - the appropriate use and duration of seclusion based on the age and development of the student.

The School Board reviews this policy at least annually and updates it as appropriate. The superintendent reviews the procedures at least annually and updates them as appropriate.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-16, 22.1-279.1, 22.1-279.1:1.

8 VAC 20-750-40.

8 VAC 20-750-50.

8 VAC 20-750-70.

Cross Refs.:

| | |
|---|---|
| BF | Board Policy Manual |
| CH | Policy Implementation |
| EB | School Crisis, Emergency Management, and Medical Emergency Response Plan |
| IGBA | Programs for Students with Disabilities |
| JFC | Student Conduct |
| JGA | Corporal Punishment |
| JGDA | Disciplining Students with Disabilities |
| JGDB | Discipline of Students with Disabilities for Infliction of Serious Bodily Injury |
| KNAJ | Relations with Law Enforcement Authorities |

# ADMINISTRATION OF SURVEYS AND QUESTIONNAIRES

I. Instructional Materials and Surveys

A. Inspection of Instructional Materials

All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any federally funded program are available for inspection by the parents or guardians of the student in accordance with Policy KBA Requests for Public Records.

B. Participation in Surveys and Evaluations

No student is required, as part of any federally funded program, to submit to a survey, analysis, or evaluation that reveals information concerning

(1) political affiliations or beliefs of the student or the student's parent,
(2) mental or psychological problems of the student or the student's family,
(3) sex behavior or attitudes,
(4) illegal, anti-social, self-incriminating, or demeaning behavior,
(5) critical appraisals of other individuals with whom respondents have close family relationships,
(6) legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers,
(7) religious practices, affiliations, or beliefs of the student or student's parent, or
(8) income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program),

without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent.

C. Surveys Requesting Sexual Information

In any case in which a questionnaire or survey requesting that students provide sexual information, mental health information, medical information, information on student health risk behaviors pursuant to Va. Code § 32.1-73.8, other information on controlled substance use, or any other information that the School Board deems to be sensitive in nature is to be administered, the School Board notifies the parent concerning the administration of such questionnaire or survey in writing at least 30 days prior to its administration. The notice informs the parent of the nature and types of questions included in the questionnaire or survey, the purposes and age-appropriateness of the questionnaire or survey, how information collected by the questionnaire or survey will be used, who will

have access to such information, the steps that will be taken to protect student privacy, and whether and how any findings or results will be disclosed. In any case in which a questionnaire or survey is required by state law or is requested by a state agency, the relevant state agency shall provide the School Board with all information required to be included in the notice to parents. The parent has the right to review the questionnaire or survey in a manner mutually agreed upon by the school and the parent and exempt the parent's child from participating in the questionnaire or survey. Unless required by federal or state law or regulation, school personnel administering any such questionnaire or survey do not disclose personally identifiable information.

No questionnaire or survey requesting that students provide sexual information shall be administered to any student in kindergarten through grade six.

D. Additional Protections

In the event of the administration or distribution of a survey containing one or more of the subjects listed in subsection I.B. above, the privacy of students to whom the survey is administered is protected by: (1) Students will be given the opportunity to "opt out" of the survey. (2) Students will not be required to provide a name, address, social security number or student identification number. (3) Students are guaranteed that their response will be kept confidential.

II. Physical Examinations and Screenings

If the Tazewell County School Division administers any physical examinations or screenings other than

- those required by Virginia law, and
- surveys administered to a student in accordance with the Individuals with Disabilities Education Act,

policies regarding those examinations or screenings will be developed and adopted in consultation with parents.

III. Commercial Use of Information

Questionnaires and surveys are not administered to public school students during the regular school day or at school-sponsored events without written, informed parental consent when participation in such questionnaire or survey may subsequently result in the sale for commercial purposes of personal information regarding the individual student.

This subsection does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating,

or providing educational products or services for, or to, students or educational institutions, such as the following:

- college or other postsecondary education recruitment, or military recruitment;
- book clubs, magazines, and programs providing access to low-cost literary products;
- curriculum and instructional materials used by elementary schools and secondary schools;
- tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;
- the sale by students of products or services to raise funds for school-related or education-related activities; and
- student recognition programs.

IV. Notification

Notification of Policies

The Board provides notice of this policy directly to parents of students annually at the beginning of the school year and within a reasonable period of time after any substantive change in the policy. The Board also offers an opportunity for the parent (or emancipated student) to opt the student out of participation in

- activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose);
- the administration of any survey containing one or more items listed in subsection I.B. above; or
- any nonemergency, invasive physical examination or screening that is
    - required as a condition of attendance;
    - administered by the school and scheduled by the school in advance; and
    - not necessary to protect the immediate health and safety of the student, or of other students.

Notification of Specific Events

The Board directly notifies the parent of a student, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when the following activities are scheduled, or expected to be scheduled:

- activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for

selling that information (or otherwise providing that information to others for that purpose);
- the administration of any survey containing one or more items listed in subsection I.B. above; or
- any nonemergency, invasive physical examination or screening that is
    - required as a condition of attendance;
    - administered by the school and scheduled by the school in advance; and
    - not necessary to protect the immediate health and safety of the student, or of other students.

V. Definitions

Instructional material: the term "instructional material" means instructional content that is provided to a student, regardless of its format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.

Invasive physical examination: the term "invasive physical examination" means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

Parent: the term "parent" includes a legal guardian or other person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child).

Personal information: the term "personal information" means individually identifiable information including
- a student or parent's first and last name;
- a home or other physical address (including street name and the name of the city or town);
- a telephone number; or
- a Social Security identification number.

Survey: the term “survey” includes an evaluation.

Adopted: May 13, 2024

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Legal Refs.: 20 U.S.C. § 1232h.

Code of Virginia, 1950, as amended, § 22.1-79.3.

| | | |
|---|---|---|
| Cross Refs.: | INB | Teaching About Controversial Issues |
| | JHDA | Human Research |
| | KBA | Requests for Public Records |
| | KF | Distribution of Information/Materials |

# PUBLIC COMPLAINTS

Complaints involving a particular school are handled within the school through the established channel of responsibility. If the complaint cannot be resolved at the level of the principal, it is referred to the superintendent or superintendent's designee. If the central office staff and complainant cannot reach a satisfactory solution, the matter may, at the School Board's discretion, be heard at a regular board meeting.

Any parent, custodian, or legal guardian of a pupil attending the Tazewell County Public Schools who is aggrieved by an action of the School Board may, within thirty days after such action, petition the local circuit court to review the action of the School Board. The court will sustain the action of the School Board unless the School Board exceeded its authority, acted arbitrarily or capriciously or abused its discretion.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-87, 22.1-253.13:7.

| | | |
|---|---|---|
| Cross Refs.: | GB | Equal Employment Opportunity/Nondiscrimination |
| | GBA/JFHA | Prohibition Against Harassment and Retaliation |
| | GBLA | Third Party Complaints Against Employees |
| | IIA | Instructional Materials |
| | JB | Equal Educational Opportunities/Nondiscrimination |
| | KLB | Public Complaints About Learning Resources |

# PUBLIC COMPLAINTS ABOUT LEARNING RESOURCES

It is the responsibility of the Tazewell County School Board to establish procedures for handling challenged controversial materials.

The procedure for filing a complaint concerning learning resources is as follows:

Despite the care taken in selecting suitable learning resources, and despite the qualifications and expertise of persons involved in that selection process, it is recognized that occasional objections to materials will be made by the public. It is, therefore, the policy of the School Board to provide channels of communication and a fair procedure for members of the community to follow in expressing and resolving concerns about learning resources, including instructional materials, used in teaching the curriculum.

Complaints about learning resources should be presented in writing using KLB-E, “Request for Reconsideration of Learning Resources” form, which may be obtained from the principal or the central office. The standards and procedure for review shall be consistently applied. Materials shall be considered for their educational suitability and shall not be removed because of partisan or doctrinal disapproval. Challenges which are not resolved at the building level may be submitted to the superintendent or superintendent’s designee. The decision of the superintendent may be appealed to the School Board or reviewed at the School Board's request. The decision of the School Board will be final.

Adopted: May 13, 2024

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-253.13:7.

| | | |
|---|---|---|
| Cross Refs.: | IIA | Instructional Materials |
| | IGAH | Family Life Education |
| | INB | Teaching About Controversial Issues |
| | KL | Public Complaints |
| | KQ | Commercial, Promotional and Corporate Sponsorships and Partnerships |

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File: KLB-E

**TAZEWELL COUNTY PUBLIC SCHOOLS**
**REQUEST FOR RECONSIDERATION OF LEARNING RESOURCES**

Request By _____

Representing _____ Myself

_____ Organization or Group (please identify) _____

Address _____ E-mail address _____

Telephone _____

How do you prefer to be contacted? _____

Title or Description of Item _____

Author or Editor _____

Type of Material (book / film / record / speaker / software / other (specify)) _____

1. Did you examine, review, or listen to this learning resource or presentation in its entirety?

   ❑ YES ❑ NO

2. Have you discussed this material with school staff who ordered it or who use it?
   ❑ YES ❑ NO

   If yes, please identify the staff person(s) with whom you had the discussion:

   _____
   [Print name of staff person(s)]

   Are you aware of evaluations of this material by professional critics?
   ❑ YES ❑ NO

   If no, would you be interested in receiving this information?
   ❑ YES ❑ NO

3. Describe what prompted your concern about the material. Please cite page numbers and/or specific information from the material to support your concerns (attach additional material, if necessary).

4. Does the general purpose for the use of the material, as described by the school staff or in the BLANK school division's program objectives, seem a suitable one for you?
   ❑ YES ❑ NO

   If not, please explain (attach additional material, if necessary)

5. What action[s] would you like to see taken regarding this material?

   ❑ Do not assign it to my child ❑ Use of the material should be reevaluated.

   ❑ Other—
   Explain:_____
   _____

6. Are there other materials of the same subject and format that you would suggest for consideration in place of this material? ❑ YES ❑ NO

   If yes, please identify your suggestions.
   _____
   _____
   _____

Signature _____ Date _____

**RETURN COMPLETED FORM TO SCHOOL PRINCIPAL**

Approved by School Board: May 13, 2024

# RELATIONS WITH PARENT ORGANIZATIONS

The Tazewell County School Board encourages the establishment of parent-teacher organizations that seek to advance programs that improve educational opportunities for all students consistent with state and federal law. The School Board requests that parent-teacher organizations maintain a close relationship with the Board, administration and staff, and that they consider School Board and school policies when planning activities.

Adopted: May 13, 2024

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-253.13:7.

Cross Refs.: IGBC Parental Involvement
KF Distribution of Information/Materials

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# 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 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, 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 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 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. 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) 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 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 Tazewell County 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. 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 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 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, or any combination thereof. A charter school shall be responsible for its own operations. 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.

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 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

Charter schools shall be funded as provided by law and negotiated in the charter contract.

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: May 13, 2024

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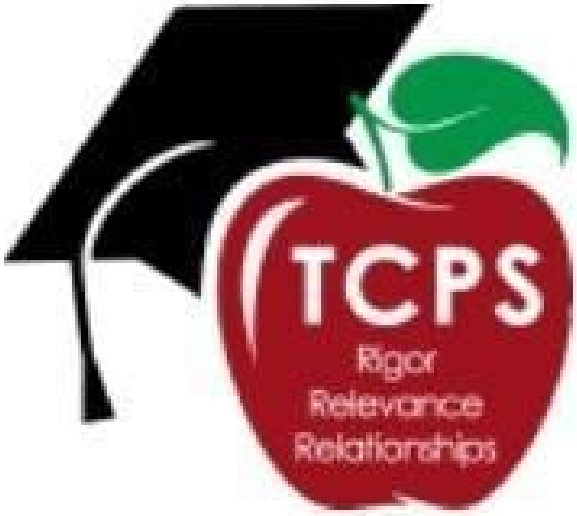
Legal Refs: 20 U.S.C. § 6311.

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 |

# Booster Club Guidelines




## Tazewell County Public Schools

**506 Jeffersonville St.**
**Tazewell, Virginia 24651**
**(276) 988-5511**

**Message from the Finance Director:**

On behalf of the students, faculty, and administration of Tazewell County Public Schools (TCPS), we want to express our appreciation and gratitude for volunteers who are dedicated to supporting extra-curricular and co-curricular activities. Booster clubs are an integral part in supporting and strengthening the programs or student groups. Our students are afforded many unique opportunities to showcase their talents and skills and these opportunities are augmented through support from booster clubs.

The following guidelines will assist you in complying with district policies and regulations, state and federal requirements governing booster clubs, and recommended best practices.

This manual replaces all prior publications regulating the administration booster clubs including all earlier editions of the manual itself.

# TABLE OF CONTENTS


1. Introduction ..... 5
2. Basic Principles of Booster Clubs ..... 5
3. Management of Booster Club. ..... 5
   - 3.1 Overview ..... 5
   - 3.2 Booster Club Rules ..... 6
   - 3.3 Forming a Booster Club ..... 8
     - 3.3.1 Articles of Incorporation ..... 8
     - 3.3.2 Bylaws ..... 8
     - 3.3.3 Obtaining an Employer Identification Number ..... 9
     - 3.3.4 Application for Sales Tax Exemption Status ..... 10
   - 3.4 Boost Club Organization and Officer Roles ..... 10
     - 3.4.1 Officer Best Practices: ..... 10
     - 3.4.2 Election of Officers ..... 11
       - 3.4.2.1 President ..... 11
       - 3.4.2.2 Vice President ..... 11
       - 3.4.2.3 Secretary ..... 11
       - 3.4.2.4 Treasurer ..... 12
       - 3.4.2.5 Nominating Committee ..... 13
       - 3.4.2.6 Audit Committee ..... 13
     - 3.4.3 Standards for Meeting ..... 13
     - 3.4.4 Rules for Dissolution ..... 14
     - 3.4.5 Membership ..... 14
4. IRS Requirements for Booster Clubs ..... 14
   - 4.1 Fiscal Year-End ..... 14
   - 4.2 Public 501(c)(3) Tax Exempt Status ..... 15
   - 4.3 Annual IRS Filing Requirements ..... 15
5. General Policies and Guidelines ..... 15
   - 5.1 Insurance Coverage ..... 15
   - 5.2 Mailing Address ..... 16
   - 5.3 Conflict of Interest ..... 16
   - 5.4 Copyrighted Materials ..... 16
   - 5.5 Use of School Facilities ..... 17
   - 5.6 Collections for Specific Teacher, Student, or Family ..... 17
   - 5.7 Financial Aid for Student in Need ..... 17
   - 5.8 Crowdfunding ..... 17
6. Fundraiser Guidelines ..... 18
   - 6.1 Fundraiser Planning ..... 18
   - 6.2 Evaluation and Authorization of Fundraisers ..... 19
   - 6.3 Administration of Fundraisers ..... 19
   - 6.4 Fundraiser Restrictions ..... 20
   - 6.5 Fundraising Liability ..... 21
   - 6.6 Candy/Food Sales ..... 21
   - 6.7 Ticket Sales ..... 21
   - 6.8 Other Fundraiser Considerations ..... 21
7. Financial Policies and Guidelines ..... 20
   - 7.1 Internal Controls ..... 22
   - 7.2 Safeguarding Cash and Cash Equivalents ..... 23
   - 7.3 Bank Accounts ..... 25

7.3.1 Bank Reconciliation ..... 25
7.4 Annual Budgeting ..... 26
7.5 Cash Inflows ..... 27
7.5.1 Best Practices of Receiving Money ..... 27
7.5.2 Best Practices of Recording and Depositing Money. ..... 28
7.5.3 Donations ..... 29
7.6 Cash Outflows ..... 30
7.6.1 Disbursement of Funds/Check Requests ..... 31
7.6.2 Best Practices of Disbursing Money ..... 32
7.6.3 Credit Cards ..... 33
7.7 Carryover Balances ..... 33
7.8 Purchasing Guidelines ..... 33
7.8.1 Purchases and Storage of Merchandise ..... 34
7.8.2 Transportation ..... 34
7.8.3 Equipment ..... 34
7.8.4 Construction Projects ..... 35
7.9 Financial Reporting ..... 35
7.9.1 Reports to School Principal ..... 35
7.9.2 Treasurer's Report ..... 36
7.9.3 Annual IRS Form 990 ..... 36
7.10 Annual Audit or Review of Financial Records ..... 36
8. Records Storage, Retention, and Public Inspection ..... 38
8.1 Records Retention ..... 38
8.2 Public Inspection of Records ..... 39
9. School Board Policies and Sample Forms ..... 39
Booster Club Guidelines Acknowledgment Form ..... 40
Use of School Facilities Form ..... 41
Fund Raising Activity Application ..... 42
Funds Collected and Counted Form ..... 43
Fundraiser Accountability Report ..... 44
Report of Ticket Sales ..... 45
Activity Receipt Book Control Log ..... 46
Fundraising and Solicitation School Board Policy JL ..... 47
Fundraising and Solicitation School Board Policy JL-R ..... 48

## 1. Introduction

Community support organizations for extracurricular activities or booster clubs are a valuable complement to the school's athletic, arts, music, and academic competition programs, as well as class organizations. Their activities often provide additional financial resources and enrichment for the programs they support. Booster clubs work very closely with the schools and school district; however, the organizations are each considered separate legal entities from TCPS. Since the activities of the booster clubs impact the schools, district and public perception of TCPS, district administrators and principals have authority to approve or deny the existence of these organizations within the schools.
This manual is designed to assist booster club officers and members by providing organizational and financial guidance. The regulations in this manual apply to athletic, arts, and academic booster organizations. Only approved organizations, operating under state and federal laws, school board policies and procedures, and the TCPS booster club guidelines, will be allowed to use the school name and/or facilities in support of its program.

## 2. Basic Principles of Booster Clubs

The main purpose of any booster club is to support and strengthen the school system, the programs, and the students of TCPS as a whole. While doing so, they should uphold the highest standards of conduct and demonstrate characteristics that would shed a positive light on the community, district and students. TCPS greatly appreciates the time, effort, and financial support that the booster clubs provide in support of our students, staff, and schools.

Booster officers are solely responsible for ensuring that their organization is in compliance with all state and federal regulations. Therefore, the schools and district, including any employee, is not responsible for a booster club not being in good standing with state and federal agencies. This manual will assist booster clubs in their efforts to comply with district, state, and federal requirements.

Each booster club shall strive to remain in good standing with all state and federal agencies. Therefore, each booster club is responsible for obtaining its own competent independent counsel on accounting and tax matters related to its specific circumstances. This counsel may include a Certified Public Accountant (CPA) or an attorney. The cost of these services is the responsibility of the booster club.

## 3. Management of Booster Club

### 3.1 Overview

TCPS encourages the participation and involvement of parents in the education of their children. One way parents can be involved is through participation in a booster club.

- A booster club is formed to enrich the school's participation in extracurricular activities and normally involves an individual student group (band, athletics, etc.).

- Booster clubs operate independently of the school district as separate organizations even though they generally exist solely to support school activities.
- The school principal must approve the formation of all booster clubs and parent organizations within the school.
- The following guidelines provide booster clubs, principals and district Administration with financial procedures that are mandated by state and federal law, the Internal Revenue Service (IRS), school board policy, administrative directives and best business practices.

## 3.2 Booster Club Rules

Booster clubs in Tazewell County must comply with all of the following rules in order to retain their status as an approved booster club within the district:

- Booster clubs must obtain their own employer identification number (EIN), federal tax exemption status, and Virginia sales tax exemption certificate. booster clubs**. Booster clubs and parent organizations are not permitted to use the Tazewell County Public schools EIN, federal tax-exempt status, or Virginia sales tax exemption certificate.**
- Booster clubs are responsible for maintaining their own tax-exempt status, accounting, financial records and income tax reporting to both the federal and state government.
- The responsibility for accounting, safeguarding and disbursement of funds rests with the officers of the booster clubs. The school principal may act in an advisory capacity only.
- Booster clubs shall strive to remain in good standing with all federal and state agencies. This includes paying all taxes and other debts incurred by the organization.
- Booster clubs must not comingle their funds with district or school funds. The booster club must have its own bank account in the name of the organization separate from the school.
- Booster clubs cannot use the school's financial institution accounts as a pass-through for booster club funds.
- Booster clubs must have a P.O. Box for bank statements and correspondence. Mail should not be received at a club member's address.
- Booster clubs must carry their own liability insurance in an amount equal to or exceeding the minimum coverage amounts determined by the district.
- All booster club members must be made aware that no individual shall personally benefit from the booster club's activities. This provision must be made part of each booster club's bylaws.
- Booster clubs must submit monthly a copy of the booster club's reconciled bank statement and a copy of the minutes of each monthly meeting.
- Booster clubs must submit annually a list of officers including physical addresses, phone numbers and email addresses to the school principal.

- Booster clubs must submit annually to the school principal the following. Reports and returns are due to the principal with 30 days of reporting/filing.
  - Copy of the financial statement as of the end of the year ending June 30.
  - Documentation that an audit has been conducted.
  - A copy of the annual non-profit tax return.
- Each booster club shall operate under adopted bylaws and shall submit a current copy to the school principal.
- All meetings of booster clubs must be public meetings and minutes of all booster club meetings shall be kept in writing in the permanent records of the organization.
- If a booster club dissolves or terminates, the booster club's constitution must provide for the distribution of any excess funds and assets to another non-profit organization, the booster club's school site, or to the district in compliance with IRS regulations.
- A booster club may not represent the schools or school district nor bind TCPS or any of its employees to a third party with which the organization may conduct business.
- Booster clubs may not create or maintain a petty cash or miscellaneous fund for a teacher, coach or sponsor to use at his/her discretion.
- Booster clubs may not give gift certificates, cash or other forms of gifts to employees in exchange for work performed for our schools.
- Booster clubs may not pay directly for the services of coaches, assistants or other individuals.
- School principals and district administration shall authorize all fundraising activities sponsored by booster clubs.
- Booster clubs must not imply any form of responsibility for or sponsorship of their fundraising events by the district or school.
- Booster clubs can never borrow or loan money, or be indebted to any Bank, group or individual.
- Booster clubs shall never hold any credit, debit or other such bank or store cards.
- If a booster club refuses to provide information (e.g., fundraising requests, fundraiser accountability report, monthly bank statements, financial records, audit report, etc.) upon the request of a principal or district administrator, TCPS shall revoke the booster club's approval and shall deny the booster club access to TCPS facilities and school programs, student activities, and student organizations.
- TCPS expects parents and booster club members to follow the same standards of conduct as TPCS employees when interacting with students (e.g., attending student activities as fans, chaperoning students, sponsoring students.)

## 3.3 Forming a Booster Club

### 3.3.1 Articles of Incorporation

A non-profit organization is created by filing articles of incorporation with the Office of the Clerk at the Virginia State Corporation Commission and obtaining a certificate of incorporation issued by the Commission. The articles of incorporation must include certain provisions required under Virginia law. In particular, the articles must set forth whether or not the corporation will have members and identify upon whose authority future directors will be elected or appointed. See the VA SCC template for articles of incorporation for a Virginia nonprofit corporation, form SCC819NP, and, more generally, form SCC819, which are available on the VA SCC website at http://www.scc.virginia.gov/clk/vanon_corp.aspx.

In addition, the IRS requires certain provisions in the articles of incorporation in order for a corporation to be recognized as a 501(c)(3) charitable organization. Tax-exempt status is granted by the Internal Revenue Service. In order to be recognized as a tax-exempt organization, the articles of incorporation must include various provisions that are identified in IRS publication 557, *Tax-Exempt Status for Your Organization,* http://www.irs.gov/pub/irs-pdf/p557.pdf. For more information regarding tax-exempt organizations, contact the IRS at 877-829-5500.

### 3.3.2 Bylaws

The bylaws are the governing document for the booster clubs. They outline the philosophy, structure, and general procedures of the organization. The bylaws are formulated as a series of “articles,” each dealing with one aspect of the outline.

The bylaws for each booster club shall specify the following:

- Name of Organization
- Purpose - Define the charitable purpose of the corporation. The nonprofit needs to make sure the purposes clause is not so narrow that it unduly limits the nonprofit’s activities, and not so broad that it prevents the nonprofit from obtaining 501(c)(3) exemption from the IRS.
- Meetings - The frequency and place of meetings, the type of notice required, and whether directors may vote by written proxy.
- Leadership - The titles and specific responsibilities of the officers, qualifications for directors, the number of directors, the length of terms for the directors and officers, and the method for electing and removing directors and officers. The corporation must have a president, treasurer, and secretary.

- Provisions for Membership - Qualifications for membership, method of selection, dues and fees, voting rights, and the frequency and place of membership meetings.
- Quorum -The number of members or directors required for a quorum to conduct business, and the proportion of votes required to take action on a matter.
- Financial Policies/Controls - The signatures required for execution of legal documents, signatures required for checks, accounting method (i.e., cash or accrual), number of authorized signers on the bank account(s), and other controls over financial transactions.
- Fiscal Year - The accounting period of the corporations; which need not be the calendar year.
- IRS Language - Special clauses that relate to (i) the dissolution of the nonprofit, (ii) "inurement," (forbids the use of the income or assets of a tax-exempt organization to directly or indirectly benefit an individual or other person that has a close relationship with the organization) and (iii) a general statement that the corporation may not take action that would be inconsistent with the requirements for tax exemption under Section 501(c)(3). It must be stated that, upon dissolution, any remaining assets will be distributed to other organizations exempt under Section 501(c)(3).
- Bylaw Amendments - The procedures for amending the bylaws. Amendments may be adopted by the elected board, but in most cases, they require a two-thirds vote of the members at a general meeting. Prior notice of the proposed amendment is always required, either at the previous meeting or at least a certain number of days before the vote. A committee may be appointed to write a revised set of bylaws. This usually requires a vote at a general meeting, but may also be allowed by a two-thirds vote of the board. Requirements for adopting the revised set of bylaws should be the same as for an amendment.

### 3.3.3 Obtaining an Employer Identification Number

Every organization must have an employer identification number (EIN), even if it will not have employees. The EIN is a unique number that identifies the organization to the IRS. Since booster clubs are separate legal entities from TCPS, **booster clubs cannot use the Tazewell County Public Schools EIN.**

An organization is not automatically considered tax-exempt by acquiring an EIN. All organizations must first apply for an EIN to be recognized as a unique entity and then apply for tax-exempt status. Likewise, the mere fact that an entity is organized as a nonprofit organization does not indicate that it is exempt from federal tax.

An employer identification number is requested on Form SS-4, Application for Employer Identification Number. The form is available at http://www.irs.gov/pub/irs-pdf/fss4.pdf. No fee is required for obtaining an EIN.

An EIN is required to open a bank account and obtain a State Sales Tax Permit. **Booster clubs should not use an individual's social security number or the TCPS EIN to conduct the business of the organization.**

### 3.3.4 Application for Sales Tax Exemption Status

Booster clubs are considered by the Internal Revenue Service to be separate financial entities from the school division; therefore, **Booster clubs are prohibited from using TCPS tax exempt status in making purchases. Booster clubs must apply for their own sales tax exemption certificate.**

Virginia law allows organizations to purchase things or services that support the mission of the organization without paying sales tax. To purchase items or services without paying sales tax, the booster club must provide the vendor with a valid signed Virginia Sales and Use Tax Certificate of Exemption.

To sell any taxable items, a booster club must apply for a Retail Sales and Use Tax Exemption from the Virginia Department of Taxation. The sale of goods includes fundraisers, such as candy sales, t-shirt sales, and sales of other taxable items.

More information regarding the application process for a tax exemption can be found at https://www.tax.virginia.gov/sales-tax-exemptions.

## 3.4 Booster Club Organization and Officer Roles

### 3.4.1 Officer Best Practices:

- All officers should be elected on an annual basis.
- All officers must provide complete contact information to the school principal.
- The school principal must be notified in writing of any change in officers within 10 days of the change.
- All members of a booster club's executive board are legally obligated to be prudent and reasonable in conducting themselves in order to preserve booster club funds and legally protect the organization.
- All booster club executive board members must actively participate in the management of the booster club including attending meetings, evaluating financial reports, and reading minutes.
- No member, management, executive, governing board member, committee member, etc. should be compensated to participate in the booster club.
- School and district employees including but not limited to coaches may not serve in a board or officer role that controls or authorizes financial transactions for any booster club. This includes holding board or officer positions such as treasurer, bookkeeper, or check signer. In addition,

school or district employees may not conduct any booster club business during paid employee working hours.

- The booster club must have a president and treasurer at a minimum. One person cannot serve in both capacities nor can spouses or family members hold position of president and treasurer at the same time.

3.4.2 Election of Officers

The election of officers of the organization will occur annually within the timelines and manner prescribed by the organization bylaws. Typically, the election of officers should occur by May of each year so that the newly elected officers will be in place for the start of the next school year. The transfer of records should take place no later than July 1st of each year.

Officers may be elected in a variety of methods (simple majority, secret ballot) in accordance with the organization's bylaws. The election of officers should be from a slate of officers presented by the nominating committee in the spring of each school year. Recommendations may also be taken from the floor at the time of the vote in accordance with Roberts Rules of Order Newly Revised. At no time should officers be appointed without the input and approval of the membership.

3.4.2.1 President. Major duties include, but are not limited to, the following:

- Preside at all meetings of the organization;
- Resolve problems in the membership;
- Meet monthly or more often with the treasurer of the organization to review the organization's financial position;
- Regularly meet with the school principal regarding planned booster club activities;
- Schedule annual audit of records or request an audit if the need should arise during the year;
- Make deposits to the bank;
- Perform any other specific duties as outlined in the bylaws of the organization.

3.4.2.2 Vice President. The vice president acts as the president's representative in his/her absence. He must remain familiar with the organization. Major duties include, but are not limited to, the following:

- Preside at meetings in the absence or inability of the president to serve;
- Perform administrative functions delegated by the president;
- Perform other specific duties as outlined in the bylaws of the organization.

3.4.2.3 Secretary. The secretary is responsible for keeping accurate records of the proceedings of the association and reporting to the membership.

The secretary must ensure the accuracy of the minutes of the meetings, and have a thorough knowledge of parliamentary law and the organization's bylaws. Major duties include, but are not limited to, the following:

- Report on any recommendations made by the executive board of the booster club if such a governing board is defined by the bylaws;
- Maintain the records of the minutes, approved bylaws and any standing committee rules, current membership and committee listing;
- Record all business transacted at each meeting of the association as well as meetings of any executive board in a prescribed format;
- Maintain records of attendance at each meeting;
- Conduct and report on all correspondence on behalf of the organization;
- Perform other specific duties as outlined in the bylaws of the organization.

3.4.2.4 Treasurer. The treasurer is the authorized custodian of the funds of the organization. The treasurer accounts for all cash transactions and is responsible for assuring that all financial records are maintained accurately. The major duties include, but are not limited to, the following:

- Receive and prepare all funds for daily deposit in the booster club bank account;
- Maintain an accurate and detailed account of all monies received and disbursed;
- Issue and account for pre-numbered receipt books and ensure return at year-end. Audit individuals' receipt books to ensure accountability of all receipts. Cleary document and report exceptions and/or variations from procedures including explanation as to why procedures were not followed and action taken or planned to ensure future compliance, as applicable;
- Ensure goods received and/or services purchased are acceptable prior to issuing payment.
- Prepare checks for President's approval.
- Reconcile all bank statements within 30 days of receipt and resolve any discrepancies with the bank immediately;
- Present a current financial report to the executive committee and general membership within thirty days of the previous month end;
- Calculate and analyze the outcome of each fund-raiser to determine its financial success/failure;
- File annual IRS form 990/990EZ/990N in a timely manner;
- Submit records to audit committee appointed by the booster club upon request or at the end of the year;

- Submit annual financial recap, Form 990/990EZ/990N, and a copy of the annual financial audit to the school principal at year end;
- Establish a permanent file for financial related records
- Assist the booster club's executive board in maintaining non-profit status;
- Perform other specific duties as outlined in the bylaws of the booster club.

Note: Due to the increasing requirements placed on charitable organizations by the Internal Revenue Service, it is strongly recommended that the treasurer have an accounting background.

3.4.2.5 Nominating Committee. The nominating committee is formed from the organization's membership in the spring of each year. The purpose of the committee is to recommend various members of the organization for office in the coming year. The nominating committee should be charged with soliciting recommendations for officer positions within the organization. The committee should then contact the potential candidate directly to ascertain their willingness and desire to serve. The nominating committee should report back to the membership on their results in the spring so that elections may be held.

3.4.2.6 Audit Committee. At the end of the fiscal year, June 30th, an audit of the booster club financial records should be conducted. The audit should be performed by a certified public accountant or someone who is independent from the day-to-day financial activities. The audit committee should consist of at least three individuals. The primary objectives of the audit are to:

- Verify the accuracy of the treasurer's financial reports;
- Ensure that the organization's cash balances are accurate;
- Determine that established procedures for handling funds have been followed;
- Ensure expenditures occurred in a manner consistent with organization's bylaws;
- Verify that annual federal and state forms have been filed.

The audit committee shall make a report to the general membership upon completion of the audit. Any discrepancies noted shall be brought to the attention of the president of the organization and a resolution reached prior to the presentation. All officers of the organization shall make records available as requested by the audit committee.

3.4.3 Standards for Meeting

Notice of all meetings of the booster club should be published seventy-two (72) hours prior to the meeting date. The notice should clearly indicate the date and

time of the meeting. It is recommended such meetings not occur without the presence of the school principal or designee in attendance.

### 3.4.4 Rules for Dissolution

To dissolve a booster club, a resolution shall be adopted by the organization (or the executive board if the organization is inactive) stating that the question of such dissolution be submitted to a vote at a special meeting of the members having voting rights. At least 30 days prior to the meeting, written or printed notice shall be given to each member entitled to vote stating that the purpose of such meeting is to consider the advisability of dissolving the organization. The organization must determine the distribution and usage of treasury monies and other assets before dissolution. In order to comply with Internal Revenue Service guidelines, care should be taken to ensure that excess funds are distributed within the framework of the organization's original purpose – i.e. band booster funds would remain with the music program. Any other distribution of funds could void the organization's tax-exempt status and force it into a fully taxable situation.

### 3.4.5 Membership

"Members" should be defined in the booster club's bylaws. Active members should include those individuals who are parents, guardians, step-parents, or grandparents of a student at the school and that are current in their dues. Active members may also include individuals from a business partner or community organization that is involved in the booster club organization. Only active members should have the ability to vote or hold an office. Other individuals may volunteer for the booster club, but cannot vote or hold an office.

## 4. IRS Requirements for Booster Clubs

### 4.1 Fiscal Year End

When completing the Application for Recognition of 501(c)(3) status (IRS Form 1023), booster clubs will establish their fiscal year-end (also known as the accounting period year-end or official year-end). Once this date is established, the IRS does not easily allow an organization to change it. Changes are usually only allowed for extreme circumstances.

The date established will determine when the booster club has to file their informational return (Form 990) to the IRS. The return is due 4 ½ months after the end of a fiscal year (the 15th day of the 5th month after the organization's accounting period ends).

When considering a fiscal year-end date, you may wish to align your year-end with the school's year-end date of June 30th. This way, the financial activity of the club

can relate easily to a given school year. Second, the current officers can prepare the annual financial report and have it audited before the new school year begins. Third, booster club Form 990 would not be due to the IRS until November 15; therefore, the new officers would have time to prepare it after beginning the new school year.

### 4.2 Public 501(c)(3) Tax Exempt Status

Booster clubs do not have tax-exempt status unless they have filed individually with the IRS. IRC 501(c)(3) provides exemption from federal income tax for organizations organized and operated exclusively for educational, charitable or other exempt purposes.

However, the following are restrictions placed on tax-exempt organizations that PTOs/booster clubs must follow to receive tax-exempt status and to retain that status:

- The booster club must benefit a campus/organization as a whole instead of benefiting individual members of a campus/organization.
- The booster club cannot use individual accounts. "Individual accounts" used by an organization to record a credit to an individual (participant) based on revenues raised and then used to offset that individual's expenses with the amount credited to that individual from the revenues raised will violate the tax-exempt status of the booster club.
- The booster club cannot require a person to participate in fundraising activities.
- The booster club cannot require that a certain amount be raised or sold per person.

### 4.3 Annual IRS Filing Requirements

Annually, the booster club must file an exempt organization information return Form 990-N, 990- EZ, or 990, *Return of Organization Exempt from Income Tax*. The return is due by the 15th day of the 5th month after the close of the booster club tax year.
For more information regarding documents or regulations your booster club might need, please go the IRS Stay Exempt https://www.stayexempt.irs.gov.

## 5. General Policies and Guidelines

### 5.1 Insurance Coverage

Nonprofit organizations are generally not required to have insurance when filing for a certificate of incorporation or federal tax-exempt status. However, Insurance coverage can protect the booster club from the potential risks associated with fundraising, travel, use of facilities, working with volunteers, and collecting large amounts of cash. Most facility owners require organizations to carry general liability insurance when using their facilities.

TCPS does not provide insurance for booster clubs. The booster club must obtain its own insurance.

Booster clubs can request the use of TCPS facilities by submitting a *Use of Schools Facilities* form to the school principal. For each event held on TCPS properties, the booster club must provide proof of general liability insurance in the form of a certificate of insurance. The certificate of insurance should show general liability coverage in an amount of not less than $1,000,00 and include an endorsement that names the "Tazewell County School Board" as an additional insured. The Certificate of insurance should include the name of the insurance company, name and address of the insured, type of policy, policy period, a description of the activity and the date(s) of the activity.

It is additionally recommended that booster clubs maintain Crime Coverage or a Fidelity Insurance Bond in an amount enough to cover the annual total booster cash receipts.

## 5.2 Mailing Address

It is important to maintain a consistent mailing address for the booster club. Booster clubs receive bank statements and several important documents from Federal and State agencies throughout the year. If the address of the booster club changes frequently, some of these documents could be lost or misplaced.

To avoid frequent mailing address changes, each booster club should obtain its own post office box to be used for official booster club mail. Post Office box keys can easily be given to the new officers at the beginning of each year. If the mailing address for the booster club changes, the booster club must immediately notify the principal, the Virginia Department of Taxation, and the IRS. Form 8822-B is the form needed for reporting a change of address to the IRS.

## 5.3 Conflict of Interest

Officers and members must avoid any conflict between their personal interests and the interests of the booster club. Officers and members must avoid actual conflicts of interest and the appearance of conflicts of interest. Officers and members must perform the day-to-day duties with integrity and in an ethical manner.

## 5.4 Copyrighted Materials

Booster clubs should ensure that materials downloaded from the internet or found from an outside source and used in booster club communications, including sharing content on social media, are not protected by a copyright. If the organization uses copyrighted material without the authorization of the owner, the booster club may be guilty of copyright infringement and face legal action by the owner.

## 5.5 Use of School Facilities

Booster clubs can request the use of school facilities. Any requests for the use of school facilities must be filed with the school principal by submitting a *Use of School Facilities* form per school board policy.
The principal must approve all booster club activities, including when booster clubs request to use TCPS facilities.

- School activities always have priority over booster club activities for use of school facilities.
- Fundraising at any school site is directly under the control of the school principal and must be approved by the principal prior to the beginning of the fundraising activity.
- Booster club on-campus activities must not conflict with school schedules or activities, or district activities which always take precedence over booster club activities.
- A Certificate of Insurance must be submitted to the principal in addition to the Use of Schools Facilities form.
- Custodial fees will be charged as a part of the agreement. Please refer to the *Use of School Facilities* for fee information.

## 5.6 Collections for Specific Teacher, Student, or Family

Although staff, students, and parents want to assist individuals and families in times of need, service projects or fundraisers may not be held by booster clubs for death or injuries in tragic accidents, major illnesses, fires, or any other reason. Collecting or raising funds for these situations must be done by an individual or group who is not affiliated with a booster club.

## 5.7 Financial Aid for Student in Need

In some instances, individuals may not be able to afford to pay the amount owed to participate in a particular event. The IRS has indicated that a group or club may establish criteria that could be used to determine if a person is in financial need. If the criteria are met, the group or club could provide the necessary funds to allow the individual to participate. The criteria should be established in writing prior to a particular situation arising. In addition, the criteria must be used consistently for all people and it should not change each year based on a particular student or family.

## 5.8 Crowdfunding

TCPS does not allow the use of crowdfunding websites to raise money, due to the lack of control over the funds.

## 6. Fundraiser Guidelines

The booster club's officers shall ensure all fundraising efforts are within federal, state and district guidelines. Booster club fundraising campaigns shall be limited to activities that support the educational and extracurricular goals of the individual school and the district. Booster club fundraising campaigns must have prior authorization of the principal, school district administrator and comply with school board policies.

No fundraising activity by a booster club may include any of the following prohibited elements:

- The use of competitive-based cash or prize incentives for elementary students;
- Door-to-door sales or neighborhood canvassing by students;
- The use of instructional time to promote a fundraising activity.
- Raffles or the sale of raffle tickets by students on school property.

### 6.1 Fundraiser Planning

Each fundraiser shall have a written plan, budget and be executed in accordance with the approved plan. The following are recommendations on how the booster club should plan their fundraising campaigns.

- Determine the project and purpose of each fundraising campaign. Set goals and objectives.
- Plan the number of fundraising campaigns that will executed throughout the year.
- Schedule the best times of year to run the fundraising campaigns.
- Establish the duration of each fundraising campaign.
- Create a budget for each campaign that contains the anticipated sales volume and income, and expenses such as the cost of product, and other expenses.
- Evaluate the effort versus reward of each fundraising campaign and decide whether to continue with the fundraising campaign.

A list of fundraising campaigns must be submitted to the principal in August along with a written plan, and a *Fundraising Activity Application*. The *Fundraising Activity Application* is included in this manual and can be found on the tcpsva.org website. The *Fundraising Activity Application* shall be complete with all of the requested information written on or attached to the form. Incomplete applications will be returned to the booster club and will not be reviewed or authorized by the principal. If there is a change to any of the fundraising campaigns, the booster club should immediately submit an amended *Fundraising Activity Application* with the word "Amended" written boldly at the top of the form.

## 6.2 Evaluation and Authorization of Fundraisers

At the beginning of the school year, the principal and school district administrator shall review all of the fundraiser applications from all booster clubs. Approval of the fundraising campaign will be evaluated based on

- The need for the funds
- The purpose of the fundraiser
- The duration of the fundraiser
- The appropriateness of the service or product
- The vendor's qualifications and reputation
- The type and quality of merchandise or services
- The overall value of the fundraiser.

Fundraising campaigns cannot be announced or begun until the application is approved by the principal. All advertisements and other print materials for events and fundraisers must be approved by the principal before distribution. The principal and school district reserve the right to pull advertisements, fundraising campaigns and events that have not been approved, do not comply with school board policies or are in conflict with the school district's values.

## 6.3 Administration of Fundraisers

Club officers must account for all funds generated and expensed through fundraisers. Accurate and complete records of each fundraising campaign shall be kept in accordance with generally accepted accounting practices. Records of a fundraising campaign should include the following:

- The level of funds necessary to support the organization's program.
- The officers, members and other parties responsible for general oversight, product procurement and delivery, and other significant functions.
- A budget that contains the anticipated sales volume and income, and expenses such as the cost of product, and other expenses.
- An inventory of all items purchased for sale shall be maintained.
- The method, time and place for the sale or taking of order(s) of the product or service.
- Proof of sale and delivery of merchandise or services to the consumer.
- A record of collections stating how much money was collected, when the money was collected and from whom the money was collected.

All sales require a receipt to be issued to the purchaser. The receipts are to be prenumbered and shall contain the date, customer's name, amount collected, and signature of the student and/or collection member who issued the receipt. If applicable, sales tax is to be included in the price of the items sold.

A record of collections shall be kept by each person who collects money and issues receipts. The record of collections shall be reconciled to the total of receipts and deposits. When sales are made by students for a fundraising campaign or event,

the student must issue a receipt to the purchaser and maintain a copy of the receipt for his/her records.

When a student turns his/her money in to a booster club officer or collection member, the officer or collection member must count the money in front of the student and give each student a receipt with the date, the student's name, and the amount of money received. The officer or member shall retain a duplicate of the receipt. If the receipt from the booster club includes money collected from several students, the information on the receipt must indicate the names of all students, the amounts of money received from each student and the date. The duplicate receipts from the student and/or several students shall be stapled to the collection record and given to the booster club treasurer along with the money.

An inventory of items shall be maintained. Inventory records shall include beginning inventory amount, price per item, number of items sold, number of items given away and number of items remaining in inventory at the end of the sale. Inventory should be stored in a secure place.

A *Fundraiser Accountability Report* should be filled out detailing the quantity of items or services sold, the amount sales, any credits or returns, money collected, costs associated with fundraising campaign, and net profit. The report shall be completed within one week of the projected end date of the fundraiser and submitted to the booster club treasurer for verification. A copy of the *Fundraiser Accountability Report* is included in this manual.

## 6.4 Fundraiser Restrictions

Booster clubs that have tax exempt status with the Internal Revenue Service must comply with the following restrictions in order to retain tax exempt status:

- The booster club must benefit the group as a whole instead of benefiting individual members.
- All members of the booster club are to be treated equally and receive the same opportunity to benefit from a fundraiser. Therefore, one student cannot receive a greater benefit than another unless the criteria for financial need is met. (See section *5.7 Financial Aid for Student in Need*).
- Individual accounts are specifically prohibited.
- The booster club cannot require its members or the students to participate in a fundraiser. Furthermore, students who do not participate in fundraising activities must receive the same opportunity to benefit as those students who participated.
- The booster club cannot require that a certain amount be raised or sold per person.

## 6.5 Fundraising Liability

The booster club is a separate entity from the school district and is not covered under any insurance policies owned by the school district. It is recommended that the booster club obtain its own general liability insurance policy. Vendor contracts can include an Indemnification Clause, Hold Harmless Clause, or a Waiver of Liability Clause that can put the booster club at risk for any and all losses incurred or resulting from the event. These losses could result from property damage, bodily injury, personal injury, etc. booster club officers should carefully read the entire contract and/or service agreement from vendors before signing. The booster club shall not imply any form of responsibility for or sponsorship of its fundraisers by the school or district.

## 6.6 Candy/Food Sales

There are federal regulations on the sale of food items (for consumption and/or as fundraisers) during the school day which will impact the school ability to sell food items as a fundraiser.

## 6.7 Ticket Sales

Pre-numbered tickets shall be used for admission events. The treasurer is the sole custodian of the ticket inventory and is responsible for maintaining accountability of tickets issued, sold, and returned. Ticket sales shall be reconciled with cash received by a person other than the person receiving cash and appropriate entries will be made in all related records. The *Report of Ticket Sales* form included Section 9 may be used for proof of reconciliation.

## 6.8 Other Fundraiser Considerations

The following concerns all fundraising activities, but are directly applicable to those programs involved with the students' resale of products purchased at “wholesale" from a commercial vendor:

- Student order forms will be reconciled and records maintained with respect to product distribution and the remittance of funds.
- A booster club officer or collection member must secure and control all funds collected by each student.
- Regardless of an individual’s total sales, limits will be established with respect to the quantity of product or amount of money in the possession (or responsibility of) an individual at any given time.
- A booster club officer or collection member must monitor and ensure compliance with deadlines for product selling and distribution and collection of money.
- Neither faculty nor staff will receive any monetary or other benefit from product vendors.

## 7. Financial Policies and Guidelines

### 7.1 Internal Controls

Internal controls promote solid financial management and can assist in the detection of errors, irregularities, and mismanagement of funds. Adherence to internal control procedures benefit the booster club in the following ways:

- Protect members of the organization from accusations of financial impropriety, fraud and/or embezzlement.
- Help to maintain an accurate inventory of all goods purchased or donated.
- Ensure operations are effective and efficient.
- Promote successful fundraising ventures.
- Protect against improper fund disbursements.
- Help to ensure that unauthorized financial obligations cannot be incurred.
- Help to ensure compliance with applicable laws and regulations.

The basic standards of internal control are defined as follows:

- Documentation. Internal controls will be clearly described in writing, in an orderly manner, and documentation will be readily available in a central or limited number of locations.
- Recording of Transactions. Transactions will be recorded as executed and will be properly classified.
- Execution of Transactions. Independent evidence will be maintained ensuring authorizations are provided by persons acting within the scope of their authority and transactions conform to the terms of authorizations.
- Separation of Duties. Operational and financial duties of the booster club will be carried out by separate members of the organization so that no one individual should be able to execute all parts of a transaction or process.
- Supervision. Qualified and continuous supervision will be provided to ensure approved procedures are followed. Lines of responsibility and accountability will be clearly defined.
- Access to Resources. Access to resources will be limited to authorized personnel. Access includes both direct physical access and indirect access through the preparation or processing of documents that authorize the use and disposition of resources. Periodic comparison will be made of the resources used with the recorded accountability of the use to detect any discrepancy.
- Competent Personnel. Reasonable care will be taken to ensure key personnel have high standards of integrity and are competent. This assurance can be achieved by education, training, and relevant experience.
- Reasonable Assurance. Internal controls will provide reasonable, but not absolute, assurance objectives will be accomplished. This standard recognizes the cost of internal controls will not exceed the benefits to be derived from the controls. The benefits consist of significant reductions in the risks of failing to achieve the stated objectives.

- Records. Procedures will be implemented to ensure records, regardless of medium, be secure from unauthorized use, alteration or destruction, and be retained in accordance with regulations promulgated by the IRS.

7.2 Safeguarding Cash and Cash Equivalents

Booster clubs are independent of the school district; however, booster clubs often use the name of the school in their organization name and in fundraising events. It is imperative that controls and accountability are in place to protect the funds and the reputation of the booster club and TCPS. For this reason, booster club funds are collected and maintained by the organization, and no booster club funds shall be kept in school or district banking accounts. In addition, Booster clubs are prohibited from storing money at the school. The school/district is not responsible for any damage or loss of booster club monies at the school

Funds refer to cash and cash equivalents such as cash, coins, checks, money orders, cashier's checks. Proper safeguards related to the handling of funds will assist in the security of the funds and prevent activities that may lead to theft, fraud and misuse.

One such safeguard is to authorize a select few of trustworthy members to collect funds for events and fundraisers. Unauthorized members, spouses and relatives of authorized members, and persons not affiliated with the booster club, **must not** have access to funds or handle receipts of cash or checks.

Collection members should be changed or rotated periodically for fundraisers, events and concessions. The booster club should not allow the same person to collect cash for the same event or purpose continuously.

Other safeguard recommendations are as follows:

- Cash and checks received, whether from an event, fundraiser or donation, are to be documented on receipt forms and a copy of the receipt should be given to the payee.
- A separate authorized member must count all of the money received during the day, and list the money, coins and checks on a bank deposit slip to be given to the treasurer. The total of the counted money must agree the total of the issued receipts.
- All checks received should be made payable to the booster club, not to an individual responsible for the activity.
- Immediately upon receipt, checks should be restrictively endorsed to be deposited into the booster club's bank account.
- Pre-numbered tickets are to be used for events with ticket sales and agreed to the *Report of Ticket Sales*.
- All monies (coin, currency, and checks) are to be turned in to the treasurer and deposited in the bank account by the President in full on a daily basis.

- Money received and not yet deposited will not be used for purchases, check cashing, loans, advances, reimbursements, or for any other purpose.
- Money should not be kept in an unlocked drawer, unlocked filing cabinet, vehicle, or other unsecured place.
- Any loss of money, including checks, must be reported immediately to the booster club officers and school principal. A written statement providing the date and circumstances related to the loss, the amount lost and method of discovery of the loss is to be kept with the booster club's financial records and a copy must be given to the school principal.
- Records of the money received (i.e., receipts, copies of checks) should not be stored in the same place as the money. If records and money are stored together and a theft occurs, the record of the money may be taken along with the money. Determination of the amount lost and recovery of loss will be more difficult.
- All unused checks should be kept safe and secure at all times.
- The sequence of check numbers should be accounted for when reconciling the bank statement to the booster club's books.
- All expenditures are to be paid by check.
- The booster club is strictly prohibited from use for cashing personal checks for any member, employee or other individual. No person collecting cash shall replace cash collected with a personal check.
- Issuing checks payable to "Cash" or to the "Sponsor" are prohibited. The IRS may examine these transactions in more detail than other transactions.
- Checks must be signed by two (2) authorized signers on the booster club bank account.
- Bank Statements are to be reviewed and reconciled on a monthly basis.

On a monthly basis, the booster club president shall review the report of cash receipts and disbursements prepared by the treasurer. While reviewing the report of cash receipts and disbursements, the president should evaluate the reasonableness of the reported cash position.

Documents needed for this review are:
- Bank statement(s)
- Bank reconciliation and supporting reports
- Receipts and disbursements report
- Supporting documentation

A copy of report of receipts and disbursements, monthly bank statement, and bank reconciliation are to be given to the school principal each month. Failure to provide monthly and annual statements to the school principal shall affect the booster club's affiliation with the school and district.

## 7.3 Bank Accounts

Booster clubs must have its own bank account with its own employer identification number (EIN) issued by the IRS. The bank account cannot use the social security number of any individual(s) or TCPS EIN. **Co-mingling of booster clubs' funds with school activity funds is prohibited.**

The district recommends that at least two authorized signatures be required on each check written to promote good internal controls over check disbursements. The authorized signers must be an officer of the booster club. School or district employees may not be a signer on the booster club bank accounts. If a booster club requires two signatures for check disbursements, the bank account(s) should have at least three authorized signers to allow for a back-up signer if one of the regular signers is not available.

If any authorized signers are no longer an officer of the booster club, his/her name should be removed from the bank account. Only current officers should be authorized signers.

Each month, the bank statement should be received, opened, and reviewed by an officer who is not the president or treasurer and does not have signature authority on the organization's bank account. This person should review checks written, check that all activity (deposits and expenditures) appear as normal booster club activity, and that the balance seems reasonable. The cleared checks should be reviewed to ensure that both authorized signers signed the check and that the vendor/payee on the check is authorized vendor. After opening and review, the bank statements should be given to the treasurer to prepare the formal bank reconciliation which should be done monthly.

Booster clubs should not use debit cards to pay for expenditures or withdraw cash from the bank account. The transparency of the financial records is compromised when a check is not used to document a disbursement from the bank account.

### 7.3.1 Bank Reconciliation

Upon receipt of the monthly bank statement, the balance indicated on the statement shall be reconciled to the bank account balance on the booster club books as of the last day of the month.

Items needed to complete the bank reconciliation:

- Prior month's bank reconciliation
- Bank statement
- Check register and/or cash disbursements journal
- Cash receipts journal
- General ledger (booster club financial records)

To complete the bank side of the reconciliation form:

- List the ending balance shown on the bank statement.
- Check off outstanding checks from prior month's bank reconciliation using the bank statement.
- Determine the outstanding checks by comparing the check register to the bank statement, including any remaining checks from the previous month.
- Determine the deposits in transit by comparing the cash receipts journal to the bank statement.
- Identify any items that need to be corrected by the bank, such as check printing, returned check charges and encoding errors. These items should be grouped together under Other Adjustments.
- Total all items and enter the amount on the Adjusted Bank Balance line.

To complete the General Ledger side of the reconciliation form, perform the following:

- Indicate cash account ending balance from the general ledger (booster club financial records).
- Compare the bank statement to the check register and list any cleared checks that were not posted.
- List any outstanding returned checks.
- List the interest earned per the bank statement. This amount should be immediately posted to the booster club financial records.
- Identify any items that need to be corrected on the general ledger (such as immaterial encoding errors) under other adjustments.
- Compare the adjusted bank balance to the adjusted cash balance to make sure they agree. If they are not, the reconciliation is NOT complete.
- Examine the prior month's reconciliation to ascertain that all items have been posted and/or corrected.
- If at all possible, a computerized reconciliation program should be used in conjunction with the booster club's approved accounting software.

## 7.4 Annual Budgeting

Before the beginning of each school fiscal year, July 1st, the booster club should develop a budget. A budget is a financial document that shows how the booster club will spend its money over a 12-month period and what the organization expects to accomplish in financial terms. Creating a budget is essential to good management, gives legitimacy to the club and shows donors exactly what they're paying for. The budget will serve as the basis for all of the activities and events that the club undertakes and will inform the decisions that are made throughout the year. Throughout the course of the year, the budget shall be referred to for guidance and will be matched against financial reports to determine operational success of the club.

Every budget should include annual financial goals and a plan for achieving those goals. When creating a budget for the school year, always keep the organizational

goals in mind. Booster officers should develop a list of trips, banquets, events or purchases to present to the members for a vote. Once the projects are approved, the officers should develop a plan on how to pay for these projects during the course of the next year.

If budgets from previous years are available, refer to them for guidance to estimate expenses and revenue. If there are no prior budgets for reference, list everything the booster club plans to do in a year and how that will relate to the booster club finances. Some general questions to think about are:

- How much revenue can be expected?
- What events are scheduled for this year?
- What fundraisers will be held to raise the budgeted amount of revenue?
- What donations, supplies, or facilities are needed to achieve these goals?
- What will the planned fundraisers cost?
- What are the biggest expenses?

Estimate the numbers for the expenses and revenue as accurately as possible. Enter the numbers for each line item, then total the cost. As a nonprofit organization, the budget should be balanced, meaning the revenue and expenses should equal.

Booster club officers shall continuously monitor the budget throughout the fiscal year comparing the budget to the actual revenues and expenses. Ideally, the projected budget should be compared to the actual income and expenses at least twice monthly. Whenever any significant changes in the estimated revenues occur or any increases in expenses are expected, the booster club should revise their budget. A good rule of thumb to use for determining whether the change in income or expenses is significant is a variance of 10 percent or more. If the budget is revised, a copy of the revised budget must be turned in to the school principal.

## 7.4 Cash Inflows

### 7.4.1 Best Practices of Receiving Money

- All money received by the booster club for fees, dues, events, fundraising, etc., must be deposited on the day of receipt.
- At no time should booster club money be held at a member's home. Every effort should be made to balance funds collected the day of the event, prepare appropriate deposit documentation and submit to a bank or bank night drop if the bank is closed for deposit and safekeeping. Money from concession sales should be handled in the same manner.
- Booster club officers should authorize a few of trustworthy members to collect funds for events and fundraisers.
- Unauthorized members, spouses and relatives of authorized members, and persons not affiliated with the booster club, **must not** handle receipts of cash or checks or have access to funds.

- Authorized collection members should be given a receipt book that is consecutively numbered. A carbonless receipt book is recommended. The collection member needs to write firmly enough so that the carbon copy is legible. The collection member should check the carbon copy after each receipt to be sure it is legible.
- The Treasure shall maintain an *Activity Receipt Book Control Log* to document the collection member's name and the range of numbers in the receipt book given to them. When the receipt book is full, the receipt book should be turned into the treasurer.
- A receipt should be given to anyone who pays or donates by cash or check. All funds collected should have a receipt, and a receipt should be given to the payee.
- Officers or authorized collection members cannot receipt or deposit in their own payments.
- Each receipt should be completely filled out. The receipt should have the payee's name; form of payment (cash, check, money order, or cashier's check); the check or money order number; date of the receipt; and signature of collection member.
- If a money order or cashier's check is received, the receipt should indicate the total check amount; brand name of the money order or the issuing bank's name of the cashier's check; and the complete check or money order number.
- If presented with cash, the collection member of the booster club should count the cash in front of the person who gave him/her the cash before issuing a receipt.
- Any checks received should be receipted and restrictively endorsed immediately.
- Post-dated checks should not be accepted from any source.
- In the RARE instance that a receipt book is not available, the collection member may create a legible receipt. The receipt should have the payee's name; form of payment (cash, check, money order, or cashier's check); the check or money order number; date of the receipt; and signatures of the payee and collection member. A copy of the receipt should be given to the payee as well.
- Copies or a list of checks, money orders, and cashier's checks received should be made to assist in recovery of money if these items are lost, stolen, or returned due to insufficient funds.

### 7.5.2 Best Practices of Recording and Depositing Money

- Bank deposits should be prepared as follows to ensure the integrity of financial reporting:
    1. Separate all currency and coins by denomination and carefully count and record it in the appropriate section of the bank deposit form.
    2. A calculator tape may be run for any checks included in the deposit rather than indicating the checks individually on the deposit slip form. A copy of the tape should be retained with your copy of the deposit records.

3. Total the deposit slip.
4. Tally the pre-numbered cash receipts and make certain that the total matches the deposit total.
5. Attach the cash receipt verification with a copy of the deposit slip and file in date order.
6. For large deposits, have another individual independently count the money and verify that the cash and coins have been correctly recorded on the deposit slip.
7. Both individuals should initial next to the currency amount on the deposit slip.
8. Seal the deposit in a deposit bag in the presence of the second individual. This is called dual control and places the organization in a better position to challenge any claim that the bank may make that the currency received was incorrect.
9. A booster club shall NOT deposit funds:
    - From other groups or organizations into the booster club account
    - In a personal account
    - In school or school district accounts
    - By smart phone check depositing apps (violates policy requiring two or more individuals verifying the deposit)
10. Keep an accurate record of all receipts and payment authorizations for the treasurer's financial records. Maintain a paper trail with copies of checks and deposits/receipts attached.

7.5.3 Donations

Booster clubs may receive monetary or non-monetary contributions from individuals or businesses. If the Booster club does not have a Determination Letter from the IRS granting 501(c)(3) tax exemption, donations made to the booster club are not tax-deductible and the donor cannot claim their donation on their tax return. In addition, you must inform the individual or business that the contributions and donations are not tax-deductible.

If the booster club has received a Determination Letter granting them 501(c)(3) tax exemption, the booster club must provide the donor with the organization's EIN and indicate that the booster club is a 501(c)(3) organization.

For tax deductible contributions received, the booster club may want to send a thank you note that includes the following:

- EIN number for the booster club.
- For cash contributions, the thank you note should indicate the name of your organization, the date of the contribution.
- For noncash contributions, the thank you note should indicate the name of your organization, the date and location of the contribution, and a detailed description of the property. The estimated value should NOT be included in the thank you note. It is the responsibility of the individual or business that

provided the gift to determine the value that they would report on their tax return.

- If contributor/donor requests a copy of the booster club donation letter, provide a copy to them.
- For contributions of $250 or more, a note is required to be sent to the donor with the EIN, Name of Organization, date, type of donation and other information noted above.

## 7.6 Cash Outflows

Expenses of the booster club must be made from established budget line items in the booster club adopted budget, and should be approved by booster officer(s). The approval of the expense shall be noted in the board minutes. If a request exceeds the budget or is for an item not previously included in the budget process, a vote of the membership must be taken prior to the requisition and payment of the expense. Expenses shall be reasonable and follow the bylaws and mission of the organization.

Officers of the booster club should monitor expenses to be sure they are consistent with the annual budget. The booster club should determine a threshold amount in which approval of the expense must be approved by vote of the booster club members.
Expenses can be donations made to the school or district or direct expenditures of the booster club. The following guidelines should help the Booster club determine how expenses should be handled.

- Donations to the school shall be processed in accordance with board approved policies and procedures. Donations to a school or the district will be accepted approved by the Tazewell County school board. In making the donation, the booster club should clearly indicate the purpose of the donation. When supplies or equipment is purchased from donated funds, it becomes the property of the school and district. The following are considered donations to the school or district.
  1. Competitive team expenses (e.g., entrance fees, food costs, travel costs).
  2. Student Travel. Booster club representatives should not sign contracts or pay expenses directly from booster club accounts for any arrangements for student travel associated with the booster club (e.g., hotel costs, transportation, bus or airfare fees).
  3. Uniforms
  4. Equipment. All equipment placed in the schools by the booster club shall become the property of the school division. The booster club cannot purchase equipment for the benefit of the school, and the school shall not enter into co-ownership of equipment or supplies with boosters.

- The principal should obtain the required information about the donation (e.g., description of donation, estimated fair value of donation, and any restriction on the use of the donation) from the booster club. The principal must submit all donations to the board for approval.
- Direct Expenditures are purchases of supplies that relate to the day-to-day operation of the booster club, as well as purchases necessary to conduct a fundraiser. Expenses of the booster club will be processed as disbursements directly from booster club funds. The following are considered expenses of the booster club.
    1. Hosting nonprofit school events (e.g., an awards dinner) that the principal has approved.
    2. Apparel (e.g., T-shirts, warm-up suits)
    3. Trophies/awards
    4. Nondiscriminatory scholarship funds, provided that a booster club may not base a scholarship on participation in a fundraising event. TCPS recommends that a booster club pay a scholarship award directly to an educational institution in support of the recipient's education.
- The school nor the district are permitted to make purchases for or on behalf of a booster club. This includes purchases for fundraisers even if the booster club provides the funding for the purchase.

7.6.1 Disbursement of Funds/Check Requests

All disbursements of the booster club shall be paid by check from the organization's bank account. Booster clubs may write checks for the following:

- Expenses for the operations of the club including, but not limited to mailings, postage, website fees, storage facilities, advertising, bank fees.
- The cost of providing liability or bonding coverage if deemed appropriate by club membership for general activities or a specific sponsored event.
- Items purchased for resale as a fundraiser.
- Expenses to promote a fund-raising activity including, but not limited to signs, equipment rental, insurance.
- All items necessary for parties provided by parents or other students strictly for an athletic team or performing arts program as long as it is approved by the principal.
- All items necessary for one post-season meal or banquet for each team per sport per campus or performing arts program.
- All items necessary for meals, snacks or snack foods during and after practices as long as it is not a reward for performance and is approved by the principal.
- Meals and/or hospitality for referees, judges, clinicians or visiting sponsors.
- Hospitality expenses for tournaments, extra-curricular events or competitions.
- Booster club funds cannot be used for gifts or luncheons for the school or district staff, or booster club officers under the IRS 501(c)(3) regulations.

- Booster club officers must review and approve all disbursement of funds before any check is written. (Most boards have a dollar limit like anything over $250 or not a budget line item needs approval first.)
- School or district employees may not approve disbursements.
- The booster club officers must review and approve in advance that all major purchases are within the approved budget.
- All disbursements must have full documentation in the form of original invoices, purchase orders or statements, including proof of payment, to support the request for reimbursement or direct payment.
- At no time should a check be issued without the appropriate supporting documentation.
- At least two officers shall sign each check.
- A Check Book Registry, either on computer or hand written, and separate from the check stubs, should be kept up to date to account for all checks written and deposits entered.
- Check stubs should indicate the date, payee, amount of check, invoice number, purchase order number, if applicable, and any other pertinent information.
- The treasurer must reconcile the checkbook each month with the monthly bank statements.
- Booster clubs shall not keep petty cash. All disbursements should be by check, no matter how small.
- Booster clubs shall not issue advanced payments or provide loans of any funds.
- Accounting of all disbursements made must be reviewed and approved by the board at the next board meeting. (For example, a list of checks cut during the month by number, payee, amount and expense category should be presented at the monthly board meeting and approved by the board.)

7.6.2 Best Practices of Disbursing Money

- All checks shall be held in the custody of the booster club treasurer or president.
- Each check shall require two signatures.
- School or district employees may not be the signer on the booster club bank accounts.
- No cash will be given to any booster club officer, member or school employee to use at his or her discretion.
- Blank checks should never be issued and checks should never be pre-signed.
- Checks made payable to “Cash” are not permitted.
- All checks shall be numbered.
- All payments by check shall correlate to an invoice on which the check number and date paid shall be written. If a receipt or invoice is not available, an officer shall write and sign a description of what was purchased.

- All expenses must be pre-authorized by (i) approval in the annual budget, or (ii) subsequent amendment to the budget, or (iii) vote of the executive board if authorized by the bylaws.
- Bank statements shall be reviewed by treasurer and one or more officer(s) without signature authority to ensure separation of financial controls.

#### 7.6.3 Credit Cards

The use of a booster club debit card, credit card or store card to pay for expenses is no permitted due to the lack of control over authorization and documentation of the payments. Documentation of legitimate organization expenses is more transparent through issuance of a check from the booster club bank account with authorization clearly indicated by the two required check signatures.

### 7.7 Carryover Balances

No rule or regulation exists concerning the amount of funds that a booster club can have in their account. The booster club should have a minimum amount that would be carried over to the new officers so that they have some money to start the new year. Excess money should be “earmarked” for specific purposes, and designated as such in the treasurer’s records. No special forms need to be filed with the IRS or the district for this “earmarked” money.

The booster club should spend the funds raised during the year that it raised the funds. This allows students and parents to see the benefits from the funds raised. The booster club may save the money raised over a couple years for a large item or trip. Be sure to inform the membership of why an excess in funds exist. Explain how the funds will be used.

### 7.8 Purchasing Guidelines

Booster clubs by nature are designed to assist the school. Assistance may come in the form of donations such as cash, supplies, equipment and transportation. Donations to the school shall be processed in accordance with board approved policies and procedures. The principal shall be consulted concerning purchases for the school. The club may not enter into any agreement that obligates the resources of the school or district. Likewise, the school or district have no authority to sign contracts or enter into any agreement on behalf of the club.

Donations to a school or the district will be accepted approved by the Tazewell County School Board. In making the donation, the booster club should clearly indicate the purpose of the donation. The donation should be cash. The district or School will use the cash donation to make the purchase using school board purchasing policies and statutory laws. When supplies or equipment is purchased from donated funds, it becomes the property of the school and district.

### 7.8.1 Purchases and Storage of Merchandise

The booster club must order supplies or sales merchandise in the booster club's name as it is responsible for the payment of the merchandise. Ordering merchandise in the name of the school is not permitted as it implies liability for the expense will be assigned to the school.
Merchandise ordered by the booster club must not be shipped to the school unless:

- The school principal has agreed in advance to permit that the merchandise be shipped to the school,
- The booster club has provided written notification to the school accepting responsibility for the payment of the merchandise or showing evidence that it has been pre-paid, and
- The booster club has arranged for representatives to be at the school to accept and secure delivery.

No supplies or merchandise shall be stored on school premises without the authorization of the school principal. The school and/or district is not responsible for theft, loss or damage to merchandise stored on school premises.

### 7.8.2 Transportation

A booster club may also donate funds to the school or district for transporting students to events. In no event shall a booster club be permitted to remit payment directly to the transportation department, nor will they be permitted to contract for transportation by an outside agency. All transportation must be approved by the principal.

### 7.8.3 Equipment

All equipment placed in the schools by the booster club shall become the property of the School. The booster club cannot purchase equipment for the benefit of the school, and the school shall not enter into co-ownership of equipment or supplies with boosters

Boosters can choose to make a monetary donation toward an equipment or uniform purchase. The donation must be approved through the booster's budget process ahead of the transaction. There is no obligation for a booster to cover costs brought before them that have not been preapproved in their budget.

The booster club may donate the funds to the school accompanied with a letter detailing the purpose of the gift. The school is responsible for the purchasing of all services, furniture and/or equipment. All equipment and supplies purchased

by the school must be shipped to a school address. A booster club address will not be used for purchases made by the school.

The school board purchasing policy ensures quality control and protection during warranty periods. The school may also obtain the best pricing from authorized vendors through the district's catalog purchasing system. The school principal must ensure that all gifts or donations support and follow the gender equity requirements provided through Title IX.

#### 7.8.4 Construction Projects

Any plan to expand, modernize, renovate or otherwise affect the maintenance and operation of school controlled or owned property and equipment must be presented to the school board by way of the division superintendent for approval. If a booster club is interested in funding a project that requires construction on a school campus, the plan for any additions, improvements or modifications must submitted to the school board and approved prior to any public announcement or before the money is donated to the school or school program. When the project is approved, the Maintenance Supervisor will contact the school principal and begin the process of arranging for the project to begin. These additions, improvements or modifications must meet federal, state and district requirements.

### 7.9 Financial Reporting

#### 7.9.1 Reports to School Principal

On an annual basis, the booster club must provide the following documents to the school principal:

- Copy of form 990, 990EZ or 990N filed with the IRS
- Copy of the current organization by-laws
- Documentation that an audit of the books was performed
- Copy of the financial statement as of the year ended June 30
- Before August 1st of each year, each booster club must provide the principal with the names and contact information (address, phone number and e-mail address) of the officers for the next school year
- Minutes of all monthly club and/or board meetings

#### 7.9.2 Treasurer's Report

At each booster club meeting that includes its general membership, the treasurer must present a written treasurer's report of the money received and expended since the last report. If monthly booster club meetings are not held, then a treasurer's report should be prepared monthly and disseminated electronically as requested. With the principal's approval, a copy of the treasurer's report should be kept at the school's front office for review.

### 7.9.3 Annual IRS Form 990

Annually, the booster club must file an exempt organization information return Form 990-N, 990- EZ, or 990, Return of Organization Exempt from Income Tax. The return is due by the 15th day of the 5th month after the close of the booster club tax year.

## 7.10 Annual Audit or Review of Financial Records

The booster club is required to have an audit conducted of the organization's financial report and the related financial activity for the school year. The review may be internal or external. An internal review committee includes officers and organization members; however, the committee should have at least one non-officer member review the information. A CPA or other outside party may perform an external review at the booster club's expense. The organizational review committee, whether internal or external, should prepare a written Review report that communicates the results of the review to the organization.

The treasurer should not be on the Review Committee. Since the treasurer prepared the financial records, he/she cannot also be one of the reviewers. However, the treasurer may meet with the committee or external reviewer to explain their records or answer questions.

An internal Review Committee should document the results of the review in a report with their signature and date included. Although the examples included show spaces for four (4) members, the booster club may have more or fewer committee members. However, the same information must be documented for each committee member (as opposed to the group as a whole), regardless of the size often committee.

- The following suggested guidelines are designed to assist the booster club Review Committee in conducting a thorough review of the booster club's financial report and the financial activity for the applicable school year.
- Have the treasurer prepare the written report of revenues and expenditures (financial report) for your booster club. The report should include information for the twelve months after the ending date of the previous year's financial report.
- The review must cover the period beginning with the reconciled cash balance from the previous written financial report and ending with the reconciled cash balance from the last day of the time period reported by the booster club.
- Review the reconciled bank statements and canceled checks to determine that:
  - Disbursements have been properly documented with an invoice or receipt,
  - Disbursements have been properly approved,
  - Checks have been properly signed,
  - Checks have been deposited or cashed by the payee indicated and that no information on the face of the check has been altered, and
  - Checks have been accounted for in the proper sequence (no missing checks).

- Check addition and subtraction on cash receipts and deposits.
- Compare cash receipts and deposits to the bank statement.
- Verify that receipts and disbursements were recorded to the correct account category.
- Review the treasurer's monthly reports and check them for accuracy. Review the beginning and ending balances on reports to verify that correct ending balances were carried forward as beginning balances on subsequent reports.
- Determine that only applicable booster club officers are authorized signers on the bank account(s). Former officers should not remain on the account(s) as authorized signers. In addition, a district employee cannot be the treasurer or an authorized signer on the booster club bank account(s).
- Review the tax-exempt status of the booster club to determine that the organization has received and maintained its federal tax-exempt status as a public 501(c)(3) charitable organization or other tax-exempt status deemed by the IRS.
- Determine that the appropriate IRS 990 form was timely filed.
- Determine that the booster club has not used individual accounts to credit funds raised to individual students or parents.
- Verify that 1099s were issued, if applicable. In general, you may have to issue a 1099-MISC (Miscellaneous Income) for each person to whom you have paid at least $600 in rents, services, prizes & awards, attorney fees, and other similar situations within a calendar year.

After the review is complete, prepare the applicable Review Report (only one report type may be used per review):

| | | |
|---|---|---|
| **Option A** | No Exceptions<br>(i.e. no errors or irregularities) | Financial report appears proper and correct |
| **Option B** | Immaterial Exceptions | Financial report appears proper and correct, except for immaterial exceptions |
| **Option C** | Material Exceptions | Financial report does not appear proper and correct because of material exception(s) or financial report status cannot be determined because of material exception(s) |

  - If exceptions are noted during the review, consult with the booster club treasurer and president to resolve the exception(s). The treasurer is responsible for making any corrections to the records, checkbook, and financial report.
  - If material exceptions have been noted, prepare recommendations to prevent the future occurrence of these exceptions.
  - The booster club treasurer and president are responsible for acting upon the recommendations made by the booster club review committee.
- The Review Report shall include each reviewer’s name, title, and signature. The time period stated in the Review Report should agree with the time period covered in the financial report.

- Retain the original written booster club financial report and the original booster club review report on file with the treasurer of the booster club.

8. Records Storage, Retention, and Public Inspection

8.1 Records Retention

- Booster clubs should establish an official records file that is passed to the new officers each year. Some items need to be kept indefinitely while other items only need to be kept for a certain length of time.
- Permanent Records should be retained for the life of the booster club and should include at least the following:
- Internal Records:
  1. Articles of Incorporation
  2. Bylaws/Charter/Constitution
  3. Minutes from meetings
  4. State Records:
     - Sales Tax Permit Application (if applicable)
     - State Sales Tax Exemption Notification
     - Articles of Incorporation filed with the Commonwealth of Virginia
- Federal Records:
  1. Copy of IRS Form SS-4, Application for Employer Identification Number
  2. Copy of IRS Form 1023, Application for Recognition of Exemption, with all attachments
  3. Copy of IRS Form 8718, User Fee for Exempt Organization Determination Letter Request, and copy of check sent to IRS with this form
  4. IRS Tax Exempt Determination Letter
- Non-Permanent Records should be retained for a specified length of time to ensure availability for public review or as proof of required federal and/or state regulations.

In considering the requirements of the IRS, the official records file should contain at least the following items for a minimum of five (5) years (current year and the four (4) previous years):

- Internal Records:
  - Financial Reports
  - Audit/Review Reports
  - All financial backup documentation including checkbook and bank records
  - Information related to contributions received by a booster club from individuals or businesses
  - Financial Aid Guidelines
- State Records:
  - Sales tax reports filed
  - Copy of correspondence with the Commonwealth of Virginia
- Federal Records:
  - Copy of IRS Forms 990, 990-EZ, or 990-N filed
  - Copy of correspondence with the IRS

For federal tax compliance purposes, booster clubs must keep each annual information return (i.e., Form 990, Form 990-EZ, or 990-N) for 3 years from the date the form is required to be filed or from the date the form is actually filed, whichever is later.
However, if fraud is suspected or if returns have not been filed as applicable, the IRS could request information prior to the 3-year period discussed above.

According to IRS disclosure requirements, if someone requests to view any of the booster club tax applications, forms filed, or tax returns, the booster club must provide complete copies of the material requested. A nominal fee for copying, not to exceed the current governmental rate allowed by the IRS, may be charged to the requestor.

8.2 Public Inspection of Records

A nonprofit organization must provide copies on request of its original application for tax exemption, including any documents filed by the organization in support of its application, plus any letter document issued by the IRS in connection with the application. In addition, the organization must provide copies of its annual IRS information returns for the past three years, including all schedules and attachments. When a request for information is made in person, the booster club is required to furnish the requested information immediately under IRS guidelines. If the request is in writing, the documents must be furnished within 30 days from the date of the request. When copies are requested, the booster club may charge reasonable copying fee plus actual postage, if any.

Organizations are exempt from the above requirements if they have made the documents widely available, such as posting them on a website. If the organization elects to post the information on a website, specific IRS criteria must be followed which produces an exact reproduction of the information.

9. School Board Policies and Forms

# TAZEWELL COUNTY PUBLIC SCHOOLS
## Booster Club Guidelines Acknowledgment Form

Booster Club Name _____

Sport/Organization _____

Coach/Sponsor _____

Executive Board Members & Titles:

| | | | |
|---|---|---|---|
| President: | | Treasurer: | |
| Vice-President: | | Other: | |
| Secretary: | | Other: | |
| Name on Bank Account: | | | |
| Name of Bank: | | Account No.: | |
| Federal ID Number (EIN): | | | |
| Virginia Sales Tax Exemption Number : | | | |
| Address of Organization: | | | |

Please initial each statement below.

_____ As a Booster Club/Parent Organization, we have received a copy of the Booster Club Guidelines, and will comply with all directions and procedures.

_____ Each month, we will provide a copy of our bank statement and monthly financial statements to the school's principal or designee.

_____ We will maintain our own mailing address and refrain from using the school's name or address for purchases or deliveries.

_____ We will inform the principal/designee of all fundraising activities by completing a "Fund Raising Activity Application"

_____ We will conduct all business in such a way as to clearly distinguish booster club activities from student/school activities. All public announcements, programs, tickets, etc. will clearly indicate that the function is sponsored by the booster organization.

_____ We will conduct all sales and monetary transactions without involving any School Board employees.

_____ We will not implicate the school or any School Board employee in our transactions.

_____ Groups involved with selling concessions on school property must provide a letter specifically outlining how these revenues will be expended to directly benefit or support the students.

As an executive board member of the booster club that serves the sport or organization above, my signature verifies that I received the booster club guidelines. It also acknowledges responsibility for reviewing the appropriate District policies and procedures with the necessary school employees.

Name (please print)

_____

Signature _____

Contact Number _____

Principal's Signature _____

**TAZEWELL COUNTY PUBLIC SCHOOLS**
**506 Jeffersonville Street, Tazewell, VA 24651**

Revised Aug 2019

**Today's Date:** _____ **From:** _____ **at** _____
(name of person submitting form) (name of school)

## USE OF SCHOOL FACILITIES

**To be completed by person requesting use of facilities AND responsible for payment, if required.**

**FACILITY**: _____

Name of Organization: _____

Phone: _____ Email Address: _____

Billing Address: _____

Activity Planned: _____

Date(s) Needed: _____ Beginning Time: _____ Ending Time: _____

**Special Instructions, Requests, Etc: (attach information)**

**IMPORTANT INFORMATION AND ACKNOWLEDGEMENTS:**

I, the undersigned, acting as the representative of the (group or organization) agree that this group/organization will abide by all rules and regulations of the Tazewell County School Division and will assume full liability for any personal injury or damage to the facility resulting from the use of the school facility on the following approved date(s**). I understand that fees charged do not include security, protection against vandalism, or destruction of property**. The organization and/or as the responsible party using the school facility will be held accountable. **I have attached a copy of my current insurance coverage verifying a minimum of $1,000,000.00 in liability coverage to this request.**

I have secured any state or local license(s) required to conduct the activity for which the facility is requested. I further agree that I will be responsible for checking fire exits to ensure they are open and clear of obstruction, making sure that aisles and doorways are not blocked by tables, chairs or other items. The number of occupants will not exceed the posted occupant capacity. No flammable decorative materials will be used for the activity. **An audible public announcement, pointing out the fire exits, will be made ten minutes prior to beginning the activity**.

CHARGES – USE OF FACILITY - No charge, except for custodial services, will be made for the use of school facilities by student organizations, recognized teacher or school personnel groups, parent-teacher associations, school-sponsored organizations, or other youth groups approved by the superintendent. A fee of $15 per hour will be charged all other groups for use of a facility.

CHARGES-CUSTODIAL SERVICES - As a part of this agreement, one responsible full-time employee of the school division shall be designated to open and close the building and remain on duty while the building or premises is occupied. If the services of more than one employee are required, there will be an additional charge. Services will be computed at time and one-half of the regular rate of custodians.

PROCEDURE FOR PAYMENT - **Please do not pay the school or custodian**. You will be billed from Central Office.

_____ _____
Signature of Responsible Party Date Submitted

**To be completed by Principal:**
**Principal verified on school calendar** _____
**Principal verified insurance coverage (attach coverage declarations page to this request)** _____

_____REJECTED _____APPROVED _____ _____
PRINCIPAL DATE

# TAZEWELL COUNTY PUBLIC SCHOOLS

506 Jeffersonville Street, Tazewell, VA 24651

**Revised Jan 2021**

**TODAY'S DATE:** **FROM:** (name of person submitting form) **at** (name of school)

## FUND RAISING ACTIVITY APPLICATION

**BOOSTER CLUB:** _____

1. Explain the purpose of your project:

   _____

2. How will the funds be raised?

   _____

3. How will proceeds be used?

   _____

4. How is this activity compatible with school division objectives?

   _____

5. Does the project support school division curricular objectives: Y or N athletic objectives: Y or N

**VENDOR INFORMATION**

1. Vendor name, address, phone number and contact person's name:

   _____

2. Has the vendor conducted a fund raiser with Tazewell County Public Schools in the past? If yes, list the date and school:

   _____

3. Type of Business?
3. If this is a **new** vendor please provide three references:
   a. b. c.
4. Is this an: individual/ sole proprietorship, partnership, corporation, or non-profit organization? (Circle One)
5. Is there a conflict of interest between school/club sponsor and vendor? Y or N (If yes, explain:

   )

6. List the profit / commission expected to be received. (example 30% of all proceeds)

**FINANCIAL INFORMATION**

1. Who receives the profits? _____ School _____ Booster/School Support Organization

| **School Receives the Profit** | | **Booster/School Support Organization Receives the Profit** | |
|---|---|---|---|
| Into what school account will money be deposited? | Last four digits of account number in which money will be deposited: | Into what bank will money be deposited? | Last four digits of account number in which money will be deposited: |
| _____ | _____ | _____ | _____ |

### INSTRUCTIONS FOR FUND RAISING BY STUDENTS

A. GENERALLY – Fund raising activities by school-related organizations that require and/or encourage students or others to engage in selling or merchandising items commercially available in the community are prohibited. Exceptions may be granted by the superintendent or designee. Soliciting funds in the name of the school is also prohibited. Any other types of fund raising activities must have the prior approval of the superintendent or designee. A request to engage in fund raising activity shall be submitted to the superintendent or designee by the building principal no fewer than 15 days prior to the scheduled activity. The superintendent or designee will consider approval of the request based on:

1) the need of the organization for funds
2) the use the organization plans to make of the funds
3) the name of the fund raising activity
4) the extent to which the activity is compatible with school division objectives

B. SOLICITING ADVERTISEMENTS - All school-related organizations must have approval from the superintendent and principal prior to soliciting advertisements from local merchants.

C. USE OF FUNDS - No school or school employee may accept funds from any organization that does not follow these guidelines.

_____ _____

Signature of Responsible Party Date Submitted

| | | | |
|---|---|---|---|
| REJECTED | APPROVED | PRINCIPAL | DATE |
| REJECTED | APPROVED | IMMEDIATE SUPERVISOR (CENTRAL OFFICE) | DATE |
| REJECTED | APPROVED | SUPERINTENDENT / DESIGNEE | DATE |

# TAZEWELL COUNTY PUBLIC SCHOOLS
## FUNDS COLLECTED AND COUNTED

BOOSTER CLUB NAME _____

TYPE OF FUNDRAISER _____

DATE(S) OF FUNDRAISER _____

COLLECTOR'S NAME _____ DATE _____

I hereby submit this form as confirmation of the funds received at this fundraiser.

Funds Counted by:

_____ $_____

PRINTED NAME TOTAL COUNT

_____ _____

SIGNATURE DATE

**AND**

Funds Counted by:

_____ $_____

PRINTED NAME TOTAL COUNT

_____ _____

SIGNATURE DATE

THIS FORM SHOULD BE COMPLETED IMMEDIATELY UPON THE COMPLETION OF THE FUNDRAISER.

# TAZEWELL COUNTY PUBLIC SCHOOLS

## FUNDRAISER ACCOUNTABILITY REPORT

**BOOSTER CLUB NAME** _____

**TYPE OF FUNDRAISER**_____

**DATE(S) OF FUNDRAISER** _____

**VENDOR** _____

**SPONSOR** _____ **DATE OF REPORT** _____

$ _____ ( - ) $_____ ( = ) $_____

| SALES | COST | PROFIT |
|---|---|---|
| (NUMBER OF ITEMS MULTIPLIED BY SALES PRICE) | | (SUBTRACT COST FROM SALES) |

| $_____ | $_____ | $_____ |
|---|---|---|
| (CREDITS/RETURNS) | (PROFIT LOST FROM RETURNS) | (PROFIT AFTER RETURNS) |

| $_____ ( - ) | $_____ ( = ) | $_____ |
|---|---|---|
| (COLLECTIONS) | (INVOICED COST) | (PROFIT REALIZED) |

- **EXPLAIN ANY PROFIT DISCREPANCIES HERE:**

# TAZEWELL COUNTY PUBLIC SCHOOLS
## REPORT OF TICKET SALES

**Booster Club** _____

**Event** _____ **Date** _____

| 1st Ticket # Issued | Last Ticket # Issued | First Ticket # Returned | Last Ticket # Returned | Number of Tickets Sold | Ticket Price | Total Amount of Sales |
|---|---|---|---|---|---|---|
| | | | | | | |
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|---|---|
| Total Value of Tickets Sold | |
| Beginning Change Amount | |
| Total Cash in Box | |
| Cash Remitted This Report | |
| Cash Over/ Under | |

Beginning Change Amount Correct _____ _____
Signature #1 Signature #2

Tickets Sold Correct _____ _____
Signature #1 Signature #2

Total Cash Remitted Correct _____ _____
Signature #1 Signature #2

# TAZEWELL COUNTY PUBLIC SCHOOLS
## ACTIVITY RECEIPT BOOK CONTROL LOG

| Receipt Book # | Receipt # thru Receipt # | Issued to: | Issued Date: | Sponsor/ Collection Member Acknowledment | Returned Date | Treasurer's Initials |
|---|---|---|---|---|---|---|
| | | | | | | |
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| | | | | | | |

# FUNDRAISING AND SOLICITATION

All fundraising activities conducted for the benefit of the school division must provide an educational benefit to students and must not interfere with the instructional program. All fundraising activities conducted by school-sponsored organizations or clubs must be approved in advance by the principal. Fundraising refers to the raising of non-appropriated funds by students, parents or others for the educational benefit of students and their schools.

Students may participate in fundraising activities provided such activities are approved in writing and carefully monitored and regulated by the school principal or principal's designee. Elementary school students may not participate in door-to-door solicitation. Students are not excused from class to participate in fundraising activities. No grade is affected by a student's participation, or lack of participation, in a fundraising activity.

Each principal develops and maintains a list of all approved fundraising activities and reports all activities to the superintendent pursuant to procedures issued by the superintendent.

The superintendent periodically furnishes the School Board with an up-to-date listing of all fundraising activities being conducted in the school division.

Adopted: May 10, 2021

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

| Cross Refs.: | | |
|---|---|---|
| | IIBEA/GAB | Acceptable Computer System Use |
| | IICA | Field Trips |
| | JHCF | Student Wellness |
| | KJ | Advertising in the Schools |
| | KGA | Sales and Solicitations in Schools |
| | KMA | Relations with Parent Organizations |
| | KQ | Commercial, Promotional, and Corporate Sponsorships and Partnerships |

© 2/21 VSBA

File: JL-R

# FUND RAISING AND SOLICITATION

Fund raising for the purposes of this policy refers to the raising of non-appropriated money for the educational benefit of students and their individual schools. Fund raising efforts shall be authorized under conditions that do not conflict with the instructional program.

## Fund Raising by Students

### A. Generally

Fund raising drives shall be limited to activities that support the educational goals of the individual school and the Tazewell County School System. Fund raising activities should be sensitive to community needs. All fund raising drives shall have specific goals and objectives that are shared with teachers, staff members and the community.

Fund raising activities by schools, school-sponsored organizations, or student groups that require and/or encourage students to sell or to solicit funds within the community must have the prior authorization of the principal under regulations approved by the division Superintendent.

No fund raising activity by a school, school-sponsored organization or student group may include any of the following prohibited elements:

1. The use of competitive-based cash or prize incentives for elementary students;
2. Door-to-door sales or neighborhood canvassing by students;
3. The use of instructional time to promote a fund raising activity. This restriction on the use of instructional time shall not apply to annual book fairs that are conducted under the supervision of a school's media specialist; or
4. Raffles or the sale of raffle tickets by students on school property.

### B. Internal Fund Raising

Internal projects are those projects in which students are involved either within the school day or are scheduled before and/or after school. Projects in this category take place on the school premises or where a sanctioned school function is being conducted. The individual school principal may use his or her discretion in approving or disapproving internal fund raising projects.

### C. Parent Organizations

The Tazewell County Public School system, parents, teachers, and the communities share a common purpose to provide ongoing support for public education. The Division welcomes and encourages efforts in support of individual schools, whether those efforts are demonstrated by the contribution of time and talents or by financial donations.

## FUND RAISING AND SOLICITATION

Fund raising for the purpose of purchasing large capital items that are standard use for school buildings and grounds is the responsibility of the school division; however, it is not the intent of this policy to prohibit parent organizations from securing capital items for individual schools. Providing financial resources for the purpose of hiring staff and/or changing established curricula is beyond the scope of responsibility for parent-teacher organizations and members of the community at large.

The guidelines listed below address the selling of products or funds generated using school-supported organizations' names, individual school names, or activities involving students and faculty.

1. Each parent organization shall provide the principal with its constitution, a current set of by-laws, and list of officers.

2. When feasible, each parent organization shall submit to the principal a plan for the organization's activities for the year. The principal will provide the division superintendent with a copy of said plan. Fund raising activities must be submitted to the principal for approval prior to the initiation of the activity.

3. Proposed annual plans, projects, or activities should be evaluated and promoted in the light of their contribution to the total program of Tazewell County Public Schools. Approval for fund raising by parental support organizations will be based on need for the funds, the type and quality of merchandise or services offered, the frequency of fund raising activities, and other criteria deemed appropriate.

4. The school principal or designee shall serve as an ex-officio member of the governing boards of the parent organizations.

5. Organizations shall keep accurate and complete records of each fund raising activity in accordance with generally accepted accounting practices, recording net receipts of each activity, keeping a current balance of all monies, and submitting an annual report to the principal by October 1 of each school year.

FUND RAISING AND SOLICITATION

6. Any plan to expand, modernize, renovate, or otherwise affect the maintenance and operation of school controlled or owned property and equipment must be presented to the School Board by way of the division superintendent for approval. The plan must be submitted to the Board prior to any public announcement of the proposed project. Upon Board approval, the Director of Maintenance will be assigned to work with the organization and to supervise the project.

7. The principal or designee must be consulted concerning purchases for the school. All equipment placed in the schools by parent organizations shall become the property of the school division.

8. In the event the organization ceases to function, all assets not obligated will be dispensed according to the by-laws of the individual organization.

9. If a nonschool organization conducts fund raising activities involving student participation, all provisions of the policy, Fund Raising and Solicitation (JL and JL-R), are applicable.

10. These regulations apply to athletic, arts, and academic booster organizations, parent-teacher associations, parent support organizations, and other groups that become involved with fund raising activities for the Tazewell County Public Schools.

Adopted by the School Board: March 14, 2005

Winning Quote

| | |
|---|---|
| CUSTOMER: | Tazewell County Public Schools |
| ATTENTION | Marcella Keene |
| SALESPERSON: | Cory Compton |
| DATE: | 2/22/2024 |
| BID QTY | 1 |
| CONTRACT | E194-90742 |

Sonny Merryman INC. VIRGINIA'S BUS COMPANY

Thomas BUILT BUSES Because every mile matters.

Lynchburg - Chesapeake - Northern VA

P.O. Box 495 Rustburg, VA · 434-821-8203 · sonnymerryman.com



| BUS TYPE: | C35 | PASSENGER CAPACITY 35 SPED STARS | SONNY MERRYMAN INC |
|---|---|---|---|
| BASE QTY: | 1-10 | | $ 101,893 |
| | | OPTIONS COST | $ 37,517 |
| | | Option Content Discount (Selected options > $30,000) | $ (2,000) |
| | | TOTAL BID PRICE PER UNIT | $ 137,410 |
| | | TOTAL BID PRICE | $ 137,410 |

| QTY | OPTION TYPE | OPTION DESCRIPTION | SONNY MERRYMAN INC. | $ 37,517 |
|---|---|---|---|---|
| 1 | Air Tanks | Humphry Dump Valve | $ 172 | $ 172 |
| 1 | Alternator | 270 Amp LN Alternator / Required w AC & Lift | $ 801 | $ 801 |
| 1 | Audio/Video | Angel Trax Camera System Vulcan V8X3 w/three (3) cameras w/options (Stepwell - 180, Mid-ship Rear - 180 and Stop Arm) | $ 3,210 | $ 3,210 |
| 1 | Audio/Video | AM/FM/CD/PA | $ 722 | $ 722 |
| 1 | Audio/Video | Rear Backing Camera | $ 1,068 | $ 1,068 |
| 1 | Audio/Video | PA - External Speaker | $ 112 | $ 112 |
| 1 | Axle Rear | Rear Axle - 6.14 ratio | $ - | $ - |
| 1 | Battery | Battery Disconnect | $ - | $ - |

| | | | | |
|---|---|---|---|---|
| 1 | Battery | Group 31 Three Batteries | $ 276 | $ 276 |
| 1 | Brakes | Bendix AD-IP air dryer in lieu of STD | $ 140 | $ 140 |
| 1 | Brakes | WABCO Smartrac Elect Stab Control Incl Traction Control Enhancement | $ - | $ - |
| 1 | Cell Phone | Electrical Power Supply - Cell Phone | $ - | $ - |
| 1 | Child Reminder | Child reminder system | $ - | $ - |
| 1 | Doors | "Vandalock System" locking system | $ 118 | $ 118 |
| 1 | Doors | Electric Powered Entrance Door Split Leaf, Outward Opening | $ - | $ - |
| 1 | Doors | Koroseal entrance steps | $ 359 | $ 359 |
| 1 | Doors | Stainless steel assist rails mounted fore and aft of front service door | $ 83 | $ 83 |
| 1 | Doors | Toggle-type main door control switch | $ - | $ - |
| 1 | Doors | Vandalock Lift Door | $ 45 | $ 45 |
| 1 | Driver Seat | Air ride suspension pedastal | $ 293 | $ 293 |
| 1 | Driver Seat | Arm rest (each) | $ 31 | $ 31 |
| 1 | Driver Seat | Barrier cover with two pouches behind driver seat | $ 45 | $ 45 |
| 1 | Driver Seat | Drivers modesty panel aluminized below barrier | $ - | $ - |
| 1 | Driver Seat | Heated Driver Seat | $ 200 | $ 200 |
| 1 | Engine | Block Heater - 750-watt | $ 119 | $ 119 |
| 1 | Engine | Desiel Engine Exhaust Brake | $ 94 | $ 94 |
| 1 | Engine | Diesel Engine 200 hp - Cummins ISB | $ 758 | $ 758 |
| 1 | Engine | Fuel Water Separator (Heated) | $ - | $ - |
| 1 | Exterior | Extended Body | $ 1,404 | $ 1,404 |
| 1 | Exterior | Mud Flaps | $ 43 | $ 43 |
| 1 | Exterior | Rear Tow Hooks (2) | $ - | $ - |
| 1 | Exterior | On Spot Automatic Chains | $ 3,200 | $ 3,200 |
| 1 | Exterior | Underguard Undercoating | $ 576 | $ 576 |
| 1 | Exterior | Tuffcoat-Stepwell | $ 351 | $ 351 |
| 1 | Floor | Flat | $ - | $ - |
| 1 | Floor | Plywood Sub Floor | $ - | $ - |
| 1 | Fuel Tank | 65 gallon | $ - | $ - |
| 1 | HVAC | 60,000 BTU rear A/C | $ 4,777 | $ 4,777 |
| 1 | HVAC | Dash Air - 15,000 BTU | $ 1,321 | $ 1,321 |
| 1 | Interior | Entrance Door Assist Handle | $ - | $ - |
| 1 | Keys | Ignition Keyed Alike | $ - | $ - |
| 1 | Lights | Driver's LED light w/separate switch 1 light | $ 31 | $ 31 |
| 1 | Lights | LED Exterior Light Pkg. | $ 417 | $ 417 |
| 1 | Lights | LED Dome Lights | $ 160 | $ 160 |
| 1 | Lights | LED Headlights | $ 834 | $ 834 |
| 1 | Lights | LED Strobe Warning Lights | $ 1,224 | $ 1,224 |
| 1 | Locks | A locking device for the driver's window | $ - | $ - |
| 1 | Locks | All outside compartments keyed alike | $ - | $ - |

| | | | | |
|---|---|---|---|---|
| 1 | Mirrors | Heated and Remote Control | $ 850 | $ 850 |
| 1 | Noise Abatement | Perforated headlining full length of body | $ 287 | $ 287 |
| 1 | Paint | Painted white roof | $ 419 | $ 419 |
| 27 | Seats | Plastic seat-belt webbing cutter | $ - | $ - |
| 5 | Seats | Seat belts, $ per belt | $ 31 | $ 837 |
| 1 | Steering | Seat removal (credit per seat) | $ (100) | $ (500) |
| 1 | Stop Arm | Tilt/Telescopic | $ 348 | $ 348 |
| 1 | Storage Compartment | LED Stop Sign | $ 106 | $ 106 |
| 1 | Suspension | Exterior Storage compartment for chains | $ 247 | $ 247 |
| 1 | Tires | Rear air-ride suspension | $ 568 | $ 568 |
| 1 | Tires | 25570R22.5 (required for flat floor) | $ - | $ - |
| 1 | Transmission | Mud and Snow Rear Tires (Set of 4) | $ 215 | $ 215 |
| 1 | Wheelchair | Oil lubed front wheel barings | $ - | $ - |
| 1 | Wheelchair | Allison PTS 2500 (std w/Air Brakes) - 7 Year Warranty | $ - | $ - |
| 3 | Wheelchair | Brake Interlock (std w/Lift Package) | $ - | $ - |
| 5 | Wheelchair | Braun lift package w/door (800 lbs) | $ 7,672 | $ 7,672 |
| 3 | Wheelchair | Over window track system $ per foot | $ 28 | $ 84 |
| 2 | Wheelchair | STARS Seat Hardware | $ 170 | $ 850 |
| 1 | Windows, Glass | STARS Slide N Click Hardware | $ 128 | $ 384 |
| | | Surelok Retractable Tiedown Slide N Click Titan 800 | $ 965 | $ 1,930 |
| | | Passenger Window - Tinted | $ 236 | $ 236 |

Quote 2

March 12, 2024
Contract #CTR005752

**Sales Proposal For:**

*Tazewell County Public Schools*

**Presented By:**

*Kingmor Supply, Inc.*

**INTEGRATED CE S BUS**

*School Transportation, 35 Passenger Special Needs*

*Cummins B6.7, 200 HP, Diesel Engine, Allison 2500 PTS 5-speed Automatic Transmission*

- TOW HOOK, FRONT & REAR
- BENDIX ANTILOCK BRAKE SYSTEM
- AIR DRYER BENDIX AD-9SI WITH HEATER
- PARKING BRAKE INTERLOCK IGNITION ON ACTUATED
- HUMPHREY DUMP VALVES AIR OPERATED AND CONTROLED IN DRV COMPARTMENT
- DRUM BRAKES FRONT AND REAR
- TILTING & TELESCOPING STEERING
- ENGINE EXHAUST BRAKE
- ALTERNATOR 12 VOLT 325 AMP PAD MOUNT with REMOTE SENSE
- BATTERY SYSTEM, FLEETRITE MAINTENANCE-FREE 3 12-VOLT 1980 CCA
- BATTERY DISCONNECT SWITCH
- RADIO AM/FM/USB/AUXILIARY, ANTENNA & PA
- HEADLIGHTS ON AUTOMATICALLY WITH WIPERS
- STARTING MOTOR DELCO REMY 38MT
- HEADLIGHTS LED WITH DAYTIME RUNNING LIGHTS
- MUD FLAPS FRONT AND REAR
- ENGINE BLOCK HEATER
- SYNTHETIC TRANSMISSION OIL
- HEATER SHUT OFF VALVES (2) BALL VALVE TYPE
- 65 GALLON FUEL TANK
- SYNTHETIC OIL FRONT AND REAR AXLE
- PREMIUM GAUGE CLUSTER
- WHEELS FRONT & REAR ACCURIDE 2-HAND HOLE PAINTED BLACK
- COMPARTMENT DR STORAGE SIZED FOR 3-RING BINDER INCL. USB-A & USB-C PORT
- TOOL BOX EXTERIOR WITH LOCK
- KEY ALIKE 545 ALL EXTERIOR LOCKS AND DRIVER COMPARTMENT LOCK
- MONITOR POST TRIP INSPECTION LEAVE NO STUDENT BEHIND
- SEAT 39" WALL AND FLOOR MOUNTED LEFT (4) AND RIGHT (4)
- WHEELCHAIR POSITIONS (1)
- WHEELCHAIR LIFT BRAUN 800 LBS
- ENTRANCE DOOR ELECTRIC WITH SINGLE PANE GLASS
- SEAT DRIVER NATIONAL AIR HEATED WITH DUAL ARM RESTS
- STOP ARM FRONT AIR STROBING LED
- LIGHTS, DRIVER DOME LED
- COMPARTMENT ABOVE DRIVER WITH PADDING
- LIGHTS DOME LED
- LIGHTS EXTERIOR LED

- EXTERIOR GRADE PLYWOOD SUB FLOOR
- ONSPOT CHAINS
- TIRES 11R22.5, MUD AND SNOW REAR
- ANGELTRAX CAMERA SYSTEM
- BACK-UP CAMERA
- HANDRAILS FWD AND AFT OF THE ENTRANCE DOOR
- 60k BTU REAR INWALL A/C

| | | |
|---|---|---|
| **SALE PRICE** | **$** | **132,586.00** |

***Price is not guaranteed until receipt of purchase agreement. All pricing is subject to any and all applicable surcharges at the time of build.*

*OPTIONAL EQUIPMENT and EXTENDED SERVICE CONTRACTS:*

| | | |
|---|---|---|
| LED FOG LIGHT | $ | 206.25 |
| ADJUSTABLE PEDALS | $ | 1,056.00 |
| AIR OPERATED ENTRANCE DOOR | $ | 411.00 |
| BROOM HOLDER | $ | 27.00 |
| WASTE CONTAINER | $ | 101.00 |
| DUAL HEIGHT HANDRAILS FWD & AFT | $ | 841.00 |
| TOWING (NEAREST IC DLR) 5YEAR/UNL MILES $500 MAX PER INCIDENT | $ | 880.00 |
| ENGINE/AFTER (CUMMINS) 60 MONTHS/UNL MILES, FULL ENGINE & AFTERTREATMENT | $ | 3,405.00 |
| EXTENDED WARRANTY VEHICLE COVERAGE 5 YEAR/100K MILES | $ | 2,590.00 |

Quote 3

BLUE BIRD BUS SALES of VIRGINIA

**April 9, 2024**

**Diesel 35 SPED**

Specifications prepared for **Tazewell County Public Schools (ID # 13607)** for one (1) or more new 2026 Blue Bird diesel powered 35-passenger "Vision" special education conventional school buses. Actual capacity, 24 seated passengers and (1) wheelchair

**Chassis Specifications:**

- 169" wheel base
- 21,000 lb. rear axle with 5.29 to 1 ratio
- Hendrickson rear air ride suspension
- 10,000 lb. front axle
- Front and rear shocks
- Full air brake system: 15" x 4" front lining, 16.5" x 7" rear lining
- Bendix-Westinghouse AD-IP air dryer
- Electronic air tank drain valve
- VGT engine exhaust brake
- Park brake interlock
- Lift door brake interlock
- 4-channel A.B.S. braking system
- 18.7 cfm compressor
- Automatic slack adjusters
- Heavy duty bumper – 15" with lifting reinforcements
- Cummins B6.7, 200 horsepower in line six diesel engine, 600 ft lb torque
- Allison 2500 PTS 5-speed automatic transmission
- Engine alarm system
- 8.25 x 22.5 hub-piloted wheels, 2 handholes
- 255/70R x 22.5 tubeless radial tires, highway front and traction rear – Goodyear, 16 ply, Endurance RSA/Fuelmax RTD
- Flow through tire valve cap
- Electronic high idle switch
- Three (3) Group 31 batteries, 2100 cca
- 280 amp "brushless" alternator – Leece/Neville

**April 9, 2024**

**Chassis Specifications continued:**

- Dual horns
- 45 gallon fuel tank mounted between rear frame rails
- Fiberglass tilt hood with fender mounted LED turn signals
- Voltmeter
- Tachometer
- Telescopic/tilt steering column
- Heated fuel/water separator mounted on firewall
- Daytime running lights
- Front and rear tow hooks
- Electronic stability control with automatic traction control
- Battery disconnect switch
- Engine hour meter
- 15 gallon DEF tank with dash mounted gauge
- Front and rear axle oil seals, synthetic lube 80W/140
- LED headlights
- Engine block heater
- Transmission temperature gauge
- Trip odometer
- Digital dash clock
- Silicone cooling hoses with constant torque clamps
- Anti-freeze protected to –34 degrees – Cummins Compleat (blue)
- Circuit breakers
- Power steering with 50 degrees wheel cut
- Rear exit exhaust through rear bumper
- Multi-Plex wiring with L.E.D. readout in dash
- Synthetic transmission fluid
- On-spot automatic tire chains
- 7-year/unlimited mile transmission warranty
- 5-year/100,000 mile engine warranty, 2 year towing

**Body Specifications:**

- Dual heater cut-off valves
- Complete insulation

April 9, 2024

**Body Specifications continued:**

- Fuel tank door
- Locking battery compartment
- Aluminized interior side panels
- Extended seat, window, and floor rub rails
- Bumper rub rail
- 4-applied side body rub rails
- 2-piece tinted/shaded windshield, curved
- Outward opening entrance door –electrically operated
- 3-step stepwell
- Wheelchair lift door, right rear overhang, 47" wide x 59" high
- Flat floor construction, no wheelhouses
- All floor seams caulked with silicone
- Aluminum aisle trim
- Fuel sender plate
- Rubber body isolators front and rear
- 20-gauge steel exterior side panels – 16 ¼" skirt
- Lower glass rear emergency door with expanded metal screen
- Two (2) side emergency push-out windows, one (1) per side – vertical hinge
- One (1) roof escape hatch/ventilator
- Heavy duty DOT construction
- 77" interior headroom with 12" split sash windows

**Electrical Specifications:**

- Two (2) auxiliary windshield defroster fans
- 90,000 BTU left front heater/defroster; 80,000 BTU rear wall mounted heater; full-width windshield and driver's window defroster; 3-speed defroster and driver's heater switches; cleanable filter
- 7" stop and turn signals - LED
- Skirt mounted electrical compartment for AC wiring
- Driver's dome light, LED
- Interior dome lights – double row, LED
- Side body directional signals – one (1) per side - LED
- Hooded 8-lamp warning system – strobing LED lamps (individual hoods)

**April 9, 2024**

**Electrical Specifications continued:**

- Air operated crossing control arm
- Air operated side body stop arm with strobing LED lights
- 4" stop and tail lights - LED
- Clearance lights – L.E.D.
- Utility plug-in
- Back-up alarm
- Body solenoid switch
- Stepwell light, LED
- 7" back-up lights - LED
- Color and number coded wiring
- Buzzer for rear emergency door
- Automatic resetting circuit breakers
- AM/FM stereo/USB-MP3 compatible/PA system with four (4) interior speakers
- Roof mounted LED strobe light
- Exterior entrance door and wheelchair lift door approach lights, LED
- Flashing red light to alert for "lift door open"
- Interior lift area light LED
- Child check system
- Pre-trip light check system

**Paint and Lettering Specifications:**

- N.S.B.C. exterior - polyurethane
- Astro-white interior color
- All required "School Bus" lettering
- 3M Diamond-grade reflective tape
- White roof

**Seating Specifications:**

- Fully-padded DOT seats and barriers – high back
- Heavy duty gray upholstery – "Fire Block"
- National adjustable driver's air seat with fabric insert, retractable shoulder harness seat belt, and two arm rests

**April 9, 2024**

**Seating Specifications continued:**

- 25-passenger capacity
- Tilt up seat cushions
- (1) dedicated wheelchair position left rear
- (1) set of wheelchair tie downs, Sure-Lok FE517S-2

**Accessory Specifications:**

- All safety and emergency equipment
- Header pads for service door and emergency door
- Forward grab rail
- Front and rear mud flaps
- 5/8" marine grade plywood sub-floor, screwed down
- Open view rearview exterior mirrors
- Crossview mirrors with bell mounts
- 6" x 30" clear interior mirror and 6" x 30" plexiglass visor
- Back-up monitor in dash
- Wet arm wiper blades
- Dual electric windshield wipers with intermittent switch
- Braun NCL919FIB-2 automatic wheelchair lift, 800 lb. capacity. Includes belt kit
- Interior acoustical ceiling panels, first two above driver
- Dash mounted glove box
- Black rubber transit floor and rubber stud step treads
- 28% bronze tint for all side and rear glass
- Black window frames
- Key alike ignition
- Locking overhead drivers storage compartment above drivers window
- Sound deadening spray
- Angel-Trax camera system per requirements
- Free blow air conditioning system with rear in-wall evaporator and skirt mounted condenser
- USB-A and USB- C ports
- Skirt mounted locking tool compartment
- 5-year/100,000-mile limited warranty (Standard)

**April 9, 2024**

**Total Cost, per unit, F.O.B. Tazewell, Va** **$134,963.00***

***Pricing valid for 60 days**

**Options to consider:**
**5 year AC warranty, add $732.00**
**Blue Bird 5 year "Premium" warranty, add $4,543.00**

Clarifications:
AD-IP air dryer in lieu of AD-9
Electronic air tank drain valve in lieu of air
280 amp alternator in lieu of 325 amp
Headlights do not automatically activate with wipers
45 gallon fuel tank in lieu of 65 gallon
Marine grade plywood in lieu of exterior grade
255/70R x 22.5 tires in lieu of 11R x 22.5
Rear air ride suspension in lieu of springs

| Agreed to by Customer: | | Agreed to by Blue Bird of Virginia: | |
|---|---|---|---|
| Name | | Name | |
| Title | | Title | |
| Authorized Signature | Date | Authorized Signature | Date |

Sourcewell
Awarded Contract
#063020-BBB

Winning Quote

Preview Order T100 - K8B - Base 4WD: Order Summary Time of Preview: 01/12/2024 11:25:10 Receipt: NA

**Dealership Name:** Friendship Ford **Sales Code:** F47419

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Dealer Rep.** | Joshua Love | **Type** | Fleet | **Vehicle Line** | Explorer | **Order Code** | T100 |
| **Customer Name** | tazwell | **Priority Code** | C4 | **Model Year** | 2024 | **Price Level** | 425 |

| DESCRIPTION | MSRP | DESCRIPTION | MSRP |
|---|---|---|---|
| K8B0 EXPLORER BASE 4WD | $38860 | FLR LNERS RW 1&2/NO CRPET MAT | $160 |
| .119 INCH WHEELBASE | $0 | 50 STATE EMISSIONS | $0 |
| TOTAL BASE VEHICLE | $38860 | PRICE CONCESSION INDICATOR | $0 |
| OXFORD WHITE | $0 | REMARKS TRAILER | $0 |
| CLOTH SEATS | $0 | FRONT LICENSE PLATE BRACKET | $0 |
| SANDSTONE INTERIOR | $0 | SPECIAL DEALER ACCOUNT ADJUSTM | $0 |
| EQUIPMENT GROUP 100A | $0 | SPECIAL FLEET ACCOUNT CREDIT | $0 |
| .18" 5-SPOKE PAINTED ALUM WHLS | $0 | FUEL CHARGE | $0 |
| .2.3L ECOBOOST I-4 ENGINE | $0 | NET INVOICE FLEET OPTION (B4A) | $0 |
| .10-SPEED AUTO TRANSMISSION | $0 | PRICED DORA | $0 |
| P255/65R18 A/S BSW TIRES | $0 | ADVERTISING ASSESSMENT | $0 |
| JOB #2 ORDER | $0 | DESTINATION & DELIVERY | $1595 |
| FORD FLEET SPECIAL ADJUSTMENT | $0 | | |

| | MSRP |
|---|---|
| TOTAL BASE AND OPTIONS | $40615 |
| DISCOUNTS | NA |
| TOTAL | $40615 |

Your est. # 38.514 00

**ORDERING FIN: QJ198 END USER FIN: QJ198**

INCENTIVES **DISCOUNTS:**

Acc. Code ID :10 Contract/Ref # :22-527R Bid Date :10/18/23State : VA $-600.00

Customer Name:

Customer Address:

Customer Email:

Customer Phone:

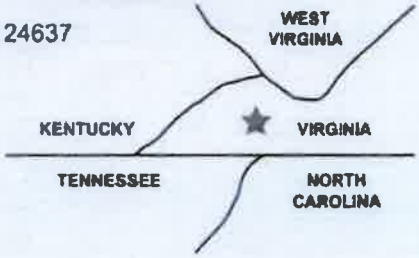
Customer Signature Date

***This order has not been submitted to the order bank.***

Quote 2

# FREEDOM FORD OF CLAYPOOL HILL

12764 Governor George C Peery Hwy. • Pounding Mill, VA 24637
Telephone (276) 963-3673 • FAX (276) 963-8443




QUALITY ★ VALUE ★ SERVICE

Tazwell County School Board

ATTN: Melanie Keene

Enclosed is our bid on 2024 Explorer 4X4.

Star White Exterior

Sandstone Cloth Interior

2.3 IY-Eco-boost Engine

10 Speed Transmission

Power Windows

Power Door Locks

Cruise Control

Your Price Delivered 40,490.00

Freedom Ford Of Claypool Hill LLC

Jack Long

The Freedom Pledge:
*"We will do our best to service the transportation needs of the fine people of Southwest Virginia, Eastern Kentucky and Upper East Tennessee."*



Quote 3

# BILL COLE FORD LINCOLN

## BUYER'S ORDER

BUYER'S NAME DANIEL S.S.N. DATE 04/19/2024

ADDRESS N/A CITY/STATE ZIP N/A

HOME PHONE N/A WORK PHONE N/A EMAIL N/A SALESPERSON N/A

### VEHICLE INFORMATION

| [X] NEW [ ] USED | VIN | STOCK NO | TO BE DELIVERED ON OR ABOUT |
|---|---|---|---|
| | 1FMSK8DH4RGA14081 | BF4284 | 04/19/2024 |

| YEAR | MAKE | MODEL | BODY | COLOR | TRIM | MILEAGE |
|---|---|---|---|---|---|---|
| 2024 | FORD | EXPLORER | XLT 4WD | STONE BLUE METAL | SY | 4 |

### TRADE-IN INFORMATION

| YEAR | MAKE | MODEL | TITLE NO |
|---|---|---|---|
| N/A | N/A | N/A | |

| VIN | MILEAGE |
|---|---|
| N/A | N/A |

| BALANCE OWED TO | ACCOUNT NO | GOOD TO |
|---|---|---|
| N/A | | N/A |

ADDRESS

Buyer verifies that the official odometer mileage statement has been completed on trade-in.

BUYER'S SIGNATURE _____

Buyer agrees that this Order on the face and reverse side hereof and any separate disclosure shall include all of the terms and conditions, that this Order cancels and supersedes any prior agreement and as of this date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Buyer by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

**CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

| | |
|---|---|
| BASE PRICE OF VEHICLE | 47,000.00 |
| ADDITIONAL EQUIPMENT AND SERVICES | |
| | N/A |
| | N/A |
| | N/A |
| | N/A |
| | N/A |
| N/A | |
| **TOTAL CASH PRICE** | 47,000.00 |
| LESS TRADE-IN | N/A |
| LESS BALANCE OWED | N/A |
| DIFFERENCE | N/A |
| TOTAL AMOUNT | 47,000.00 |
| DOC FEE | 599.00 |
| **TAX ON DOC FEE** | 35.94 |
| | |
| | |
| VEHICLE SALES TAX | 1,975.36 |
| REGISTRATION FEES | 71.50 |
| TEMPORARY TAG FEE | 10.00 |
| VSI | N/A |
| GAP INSURANCE | N/A |
| WARRANTY SALES TAX | N/A |
| OTHER | N/A |
| TOTAL TAXES AND FEES | 2,691.80 |
| TOTAL | 49,691.80 |
| DEPOSIT (CASH/TRADE) | N/A |
| REBATE | N/A |
| MECHANICAL SERVICE CONTRACT | N/A |
| BALANCE DUE ON DELIVERY OR TO FINANCE | 49,691.80 |
| **TOTAL** | 49,691.80 |

BUYER'S SIGNATURE _____ DATE 04/19/2024

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE _____ DATE 04/19/2024

Mobile Communications Inc
119 Griffith Plaza Drive
Winston Salem, NC 27103

# Estimate

| Date | Estimate # |
|---|---|
| 4/24/2024 | 24-10888 |

Name / Address

Tazewell County Schools
marcella Keene
506 Jeffersonville Street
Tazewell, VA 24651

Ship To

Tazewell County Schools
506 Jeffersonville Street
Tazewell, VA 24651

| P.O. No. | Terms | Rep |
|---|---|---|
| | Due on receipt | MDH |

| Item | Description | Qty | Rate | Total |
|---|---|---|---|---|
| | Kenwood Nexedge Trunked Multi SIte, multi channel system | | | |
| NX-3820HGK2-TR | NEXEDGE Digital Mobile Radio | 125 | 800.00 | 100,000.00T |
| Programming | Programming charge. build fleet map and program radios for group call, all call, GPS and Ignition control | 125 | 25.00 | 3,125.00T |
| SHIPPING | Shipping and Handling | 1 | 200.00 | 200.00T |
| INSTALL | install mobile radios and remove ol radios. verify antennas and cables. replace antenna connector | 125 | 150.00 | 18,750.00T |
| 1310 | PL259 Crimp antenna Connector | 125 | 7.55 | 943.75T |
| | reoccuring paid yearly | | | |
| FleetTalk RMAT | Recurring Monthly Air Time | 125 | 12.00 | 1,500.00T |
| GPS | Push to talk GPS $5.00 per radio per month | 125 | 5.00 | 625.00 |
| | we will reuse existing antennas and coax cables on the buses. if we find a defective one we will use the spares supplies the customer has first. | | | |
| | all base radios we will reuse existing power supplies and antennas, | | | |

This is a Formal Quote Valid for 90 days.

| | |
|---|---|
| **Subtotal** | $125,143.75 |
| **Sales Tax (7.0%)** | $8,716.31 |
| **Total** | $133,860.06 |

| Phone # | Fax # | Web Site |
|---|---|---|
| 3367938259 | 1-877-463-2830 | www.mobilecomminc.com |

ROCK COMMUNICATIONS

274 Museum Rd
Rock Hill SC 29732
803-930-2500

# Quote

fleettalk BY ROCK COMMUNICATIONS

Customer: **Tazewell County Schools**

Address:
City, State, Zip:
Phone:

Date: 5/6/2024
Quote #: 3358
Expiration: 6/1/2024

Sales Person: Jon Rock
Contact: 803 547 2500

Terms:

| Item Number | Description | Unit Price | Quantity | Discount | Extended | Tax |
|---|---|---|---|---|---|---|
| 1 | NX3820HGK | $ 895.00 | 125 | | $ 111,875.00 | |
| 2 | Antenna Kits | $ 75.00 | 125 | | $ 9,375.00 | |
| 3 | | $ - | 0 | | $ - | |
| 4 | | $ - | 0 | | $ - | |
| | | | | | $ - | |
| | | | | | $ - | |
| | | | | | $ - | |
| | | | | | $ - | |
| | | | | | $ - | |
| | | | | | $ - | |
| labor shipping | shipping | $ 500.00 | 1 | | $ 500.00 | |
| radio programming | Radio program | $ 30.00 | 125 | | $ 3,750.00 | |
| | Install | $ 185.00 | 125 | | $ 23,125.00 | |
| | Airtime Fleettalk | $ 25.00 | 125 | | $ 3,125.00 | |
| | GPS | $ 10.00 | 125 | | $ 1,250.00 | |
| | | | | | $ - | |

** Please forward PO's to the following address
jonrock@rockcommunicationsllc.com
fax# 803-547-2515

| | | |
|---|---|---|
| | Total Parts | $ 121,250.00 |
| | Total Labor | $ 31,750.00 |
| 7.0% | Sales Tax | $ 8,487.50 |
| | **Quote Total** | **$ 161,487.50** |

Quote by: _____

*Quote valid through the expiration date noted above. It is valid for the Customer noted above and is not transferrable.

Accepted by: _____ Date: _____

Dalton Communications Inc.

**Dalton Communications Inc.**
217 North Spencer Street
Dalton, Georgia 30721

# Quote: 198388

**Date:** 05/06/2024

| Customer | Bill To |
|---|---|
| Tazewell County Schools<br>506 Jeffersonville Street<br>Tazewell, Virginia 24651 | Tazewell County Schools<br>506 Jeffersonville Street<br>Tazewell, Virginia 24651 |

| Description | Unit Price | Qty | Amount |
|---|---|---|---|
| Radio Programming | $25.00 | 125 | $3,125.00 |
| Installations | $195.00 | 125 | $24,375.00 |
| AIR TIME<br>Monthly Fleettalk Air time | $15.00 | 125 | $1,875.00 |
| GPS<br>Monthly PTT GPS | $5.00 | 125 | $625.00 |
| NX-3820HGK2-TR<br>NEXEDGE Digital Mobile Radio | $859.50 | 125 | $102,065.62 |
| CPL9C<br>UHF Male PL259-RG58 | $7.80 | 125 | $926.25 |

**Comments**

This is a Formal Quote Valid for 90 days.

| | |
|---|---|
| Subtotal: | $132,991.88 |
| Tax: | $5,458.57 |

**Total : $138,450.44**

***Thank you for your business!***

Dalton Communications Inc.

EMPIRE FORD LINCOLN
LINCOLN
106 Jonesboro Road • P.O. Box 369 • Abingdon, VA 24212
(276) 628-2127 • Bristol (276) 669-4118 • FAX (276) 628-1345

Attached in this email is Empire Ford's bid/offer extended to Tazewell County Public Schools for ONE 2025MY (model year) Ford Explorer Active 4WD. As requested the 2025MY Ford Explorer will have an exterior color of carbonized gray metallic and an interior color of space gray with Activex seat material/leather. This vehicle will be equipped with the 2.3 Ecoboost I-4 Engine along with the 10 speed AUTO transmission. Final price for the 2025MY Ford Explorer Active will be **$43,268.00**

For any questions or concerns about this vehicles or anything else please contact Tristan Kennedy at tristanempireford@gmail.com or any of the numbers listed below

***Tristan Kennedy***
***Empire Ford & Lincoln***
***Sales Representative***
***106 Old Jonesboro Rd***
***Abingdon VA 24210***
***Direct Line# (276)525-8089***
***Dealership# (276)628-2127***

**Preview Order T00J - K8D - XLT 4WD:** Order Summary Time of Preview: 04/03/2024 09:39:29 Receipt: 3/28/2024

**Dealership Name:** Empire Ford **Sales Code :** F47400

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Dealer Rep.** | Tristan Kennedy | **Type** | Fleet | **Vehicle Line** | Explorer | **Order Code** | T00J |
| **Customer Name** | TCPS | **Priority Code** | F1 | **Model Year** | 2025 | **Price Level** | 520 |

| DESCRIPTION | MSRP | DESCRIPTION | MSRP |
|---|---|---|---|
| K8D0 EXPLORER ACTIVE 4WD | $41625 | .LED FOG LAMPS | $0 |
| .119 INCH WHEELBASE | $0 | .UNIVERSAL GARAGE DOOR OPENER | $0 |
| TOTAL BASE VEHICLE | $41625 | .HEATED STEERING WHEEL | $0 |
| CARBONIZED GRAY METALLIC | $0 | .LED SIGNATURE LIGHTING | $0 |
| ACTIVEX SEAT MATERIAL | $0 | .8-WAY POWER PASSENGER SEAT | $0 |
| SPACE GRAY INTERIOR | $0 | PRICE CONCESSION INDICATOR | $0 |
| EQUIPMENT GROUP 200A | $0 | REMARKS TRAILER | $0 |
| .2.3L ECOBOOST I-4 ENGINE | $0 | FRONT LICENSE PLATE BRACKET | $0 |
| .10-SPEED AUTO TRANSMISSION | $0 | SPECIAL DEALER ACCOUNT ADJUSTM | $0 |
| P255/55R20 A/S BSW TIRES | $0 | SPECIAL FLEET ACCOUNT CREDIT | $0 |
| FORD FLEET SPECIAL ADJUSTMENT | $0 | FUEL CHARGE | $0 |
| FLR LNERS/CARPET MATS:RWS 1&2 | $200 | NET INVOICE FLEET OPTION (B4A) | $0 |
| 50 STATE EMISSIONS | $0 | PRICED DORA | $0 |
| 20" NICKEL PAINTED ALUM WHLS | $1395 | ADVERTISING ASSESSMENT | $0 |
| ACTIVE COMFORT PACKAGE | $3080 | DESTINATION & DELIVERY | $1595 |
| .REMOTE START SYSTEM | $0 | | |

| | MSRP |
|---|---|
| TOTAL BASE AND OPTIONS | $47895 |
| DISCOUNTS | NA |
| TOTAL | $47895 |

Bid Price
# 43,268

**ORDERING FIN:** QC860 **END USER FIN:** QC860

INCENTIVES DISCOUNTS: $-100.00

Acc. Code ID :10 Contract/Ref # :03-493S Bid Date :02/06/24State : VA

on Behalf of Empire Ford Inc.

Customer Name:
Customer Address:

Customer Email:

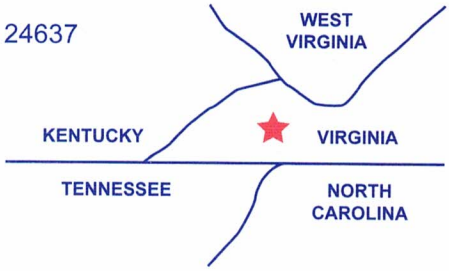
Customer Phone:

Customer Signature Date

***This order has not been submitted to the order bank.***
***This is not an invoice.***

# FREEDOM FORD OF CLAYPOOL HILL

12764 Governor George C Peery Hwy. • Pounding Mill, VA 24637
Telephone (276) 963-3673 • FAX (276) 963-8443


QUALITY ★ VALUE ★ SERVICE ★

Tazewell County School Board

Attn: Tim Jessee

Enclosed is our bid on 2025 Explorer Active with the following equipment:

- Carbonized Gray Metallic
- Activex Seat Material
- Space Gray Interior
- Equipment Group 200a
- 2.3 EcoBoost I4 Engine
- 10 Speed Auto Transmission
- 20 " Nickel Painted Aluminum Wheels
- Active Comfort Package
- Remote Start
- LED Fog Lights
- Heated Steering Wheel
- LED Signature Lighting
- 8 Way Power Passenger Seat
- Ford Co-Pilot
- Trailor Tow Package Class III

Your Price Delivered $46,529.00

Approximately 2 month delivery

Jack W. Long Sr.



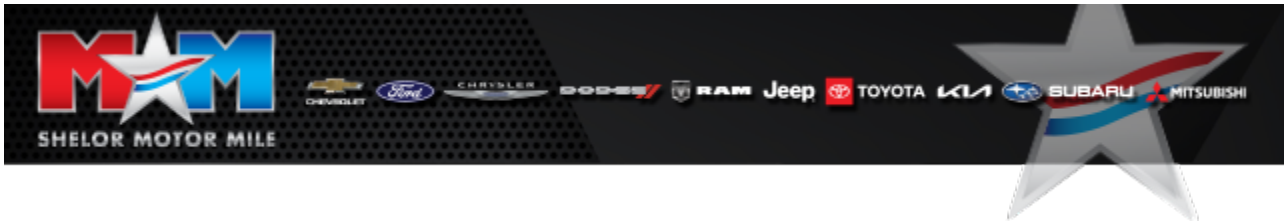

The Freedom Pledge:
*"We will do our best to service the transportation needs of the fine people of Southwest Virginia, Eastern Kentucky and Upper East Tennessee."*

Tim Jessee <timjessee@tcpsva.org>

# Ford Explorer Price Quote from Shelor Motor Mile

2 messages

**Bowie Clift** <JamesClift@dealerdelivery.net> Tue, Apr 23, 2024 at 1:04 PM
Reply-To: JamesClift@dealerdelivery.net
To: Tim Jessee <timjessee@tcpsva.org>




Hello Tim,

We looked at our costs associated with the Explorer and here is our quote:

2025 Ford Explorer Active equipped as per spec sheet provided

MSRP $48,540

## Your Price $46,750

This price will also include the $597 processing fee. It won't be added at the end. From there the school would be responsible for paying any applicable taxes and/or DMV fees.

As we discussed previously we have no exact time frame for this order.

Please let me know if you have any further questions.



**Bowie Clift**
**Internet Sales Manager**
**Shelor Motor Mile**
**2260 Roanoke St**
**Christiansburg, VA 24073**

**Office: (540) 381-8410 direct number**

**Cell (540) 750-6404**

**Email bclift@shelor.com**

-**********-

This email was sent to timjessee@tcpsva.org.
If you'd rather not receive e-mails from Shelor Motor Mile, please Click Here.

This email was sent by:
Shelor Motor Mile
2260 Roanoke Street
Christiansburg, Virginia 24073

Shelor Motor Mile respects your privacy.
Please review our Privacy Policy for any questions or concerns.
**********

---

**Tim Jessee** <timjessee@tcpsva.org> Tue, Apr 23, 2024 at 1:49 PM
To: JamesClift@dealerdelivery.net

Thank you for your response.

[Quoted text hidden]
--

*Tim Jessee*

Tazewell County Schools
School Nutrition Programs
328 Advantage Drive
Tazewell, VA 24651
PH Office: 276-988-5511 Ext 1503
Cell: 276-385-8242
Email: timjessee@tcpsva.org

Rigor • Relevance • Relationships
TAZEWELL County Public Schools

PRODUCT OR SERVICE TMS Roof

DATE AND TIME OPENED 4/3/24 10:00am

INVITATION TO BID ☐ REQUEST FOR PROPOSAL ☐ QUOTE ☐

**WITNESS TO OPENING:**

| SIGNATURE | COMPANY | TELEPHONE NUMBER |
|---|---|---|
| [signature] | Dunford Roofing Inc | 276 988- 2309 |
| [signature] | frye Roofing inc | 304-327-5314 |
| Jessica Cox | TCPS | 276-988-5511 |
| Deborah Tuggett | TCPS | 276-988-5511 |
| | | |
| | | |
| | | |

**RECEIVED FROM:**

| COMPANY | RECEIVED | AMOUNT | NOTES |
|---|---|---|---|
| Dunford Roofing | 4/3/24 9:50a | $576,400.00 | |
| Frye Roofing | 4/3/24 9:30a | $ 387,926.00 | |
| | | | |
| | | | |
| | | | |
| | | | |

DUNFORD ROOFING INC.
MASTER ROOFERS

NATIONAL ROOFING CONTRACTORS ASSOCIATION

2873A GRATTON ROAD ■ TAZEWELL, VIRGINIA 24651 ■ 276-988-2309 ■ FAX 276-988-2723

## Commercial Roofing Contract Agreement

To: Tazewell County Public Schools
Address: 506 Jeffersonville Street
Tazewell, VA 24651

Date: April 3, 2024

*We propose to:*

**RE: Tazewell Middle School – Middle and right sections of main roof level, gym, front right stairwell, and (left and right) rear corner roofs.**

1. Remove ballast stone and set aside for reinstallation. Remove existing wall flashing and curb flashing materials. Clean up and dispose of all debris.

2. Install 60,300 s.f. of 1" roof insulation loose laid as required for a ballasted roof system.

3. Install 70,100 s.f. of 60 mil EPDM rubber roofing material using the ballasted method of installation. New roof shall cover perimeter walls, curbs and roof penetrations as needed to provide a watertight system. All detail work will be performed in accordance with manufacturer's specifications.

4. Fabricate and install 1,280 ft. of new metal edging. New metal edging will be made from pre-finished 24-gauge steel in color of _____(customer's choice).

5 Re-install ballast stone at manufacturer's recommended coverage rate.

6. Issue 15-year manufacturer's Red Shield labor and material warranty upon completion of project.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of: Five hundred seventy-six thousand four hundred dollars ($ 576,400.00 ) with payment to be made as follows: 50% due at job start. Balance due upon completion of work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

*NOTE: The contract will be withdrawn by us if not accepted within 30 days.* *Authorized by* JR Stoker

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be make as outlined above.

*Accepted:* Date _____ Signature _____

*(Customer Signs Here)*

# Document A310™ – 2010

**Conforms with The American Institute of Architects AIA Document 310**

## *Bid Bond*

**CONTRACTOR:**
*(Name, legal status and address)*

Dunford Roofing, Inc.
2873A Gratton Road
Tazewell, VA 24651-9559

**SURETY:**
*(Name, legal status and principal place of business)*
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240
**Mailing Address for Notices**

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

**Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.**

**OWNER:**
*(Name, legal status and address)*

Tazewell County Public Schools
506 Jeffersonville Street
Tazewell, VA 24651

**BOND AMOUNT:** 5% Five Percent of Amount Bid

**PROJECT:**
*(Name, location or address, and Project number, if any)*

Replacement of Tazewell Middle School Roof

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of April, 2024.

*(Witness)* John Boutin

Dunford Roofing, Inc.
*(Principal)* *(Seal)*

By: Jonni D. Stoker, President
*(Title)* Jonni D. Stoker

*(Witness)* Elizabeth A. Dyer

FCCI Insurance Company
*(Surety)* *(Seal)*

By: Kyle A. Campbell
*(Title)* Kyle A. Campbell, Attorney-in-Fact

FCCI INSURANCE GROUP

# GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Elizabeth A. Dyer; Kyle A. Campbell; Amanda E. Smith; Joseph C. Thomas Jr.; Wyatt H. Walton

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 3rd day of April, 2024

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

# BUSINESS LICENSE

*I, the Treasurer, of the Town of Tazewell, Virginia, do find the foregoing application in due form: THEREFORE, License(s)(is)(are)this day granted*

## *DUNFORD ROOFING INC*

*to prosecute the businesses, employments or professions covered by the foregoing application as indicated by the extension of taxes thereon, and their payment as indicated here on, in the Town of Tazewell, Virginia, for the period beginning January 1, 2024 and expiring December 31, 2024.*

*This license shall not be valid unless the taxes (and penalties) as shown on the foregoing application be paid to the Treasurer of the Town of Tazewell, Virginia, and the fact of such payment appears on the face hereof by the signature of such Treasurer hereto.*

***LICENSE DUE APRIL 15TH***

*Penalty for failure to obtain license within 30 days - 10 percent of tax. Minimum Penalty - $2.00.*

3-6-24 — **Date** — **Applicant**

2-12-24 — Leeanne Regen — **Date** — **Treasurer**

TOWN OF TAZEWELL VIRGINIA TAZEWELL COUNTY

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# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

**EXPIRES ON**
04-30-2025

**NUMBER**
2701029663

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
*CLASSIFICATIONS* CIC HIC

DUNFORD ROOFING INC
2873A GRATTON RD
TAZEWELL, VA 24651

DPOR

Demetrios J. Melis, Director

*Status can be verified at http://www.dpor.virginia.gov*

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

PROPOSAL

# Frye Roofing Inc.

*established 1900*

*2000 princeton avenue*
*bluefield, west virginia 24701*
*telephone 304-327-5314*
*fax 304-325-3700*
*www.fryeroofing.com*

April 15, 2024

Tazewell County Public Schools
506 Jeffersonville Street
Tazewell, VA. 24651

Attention: Finance Director

JOB: Replacement of TMS roof, 367 Hope Street, Tazewell, VA.

| DESCRIPTION | PRICE |
|---|---|
| Furnish labor, materials, and equipment to complete the following items of work: | |

**SCOPE OF WORK:**

Move the existing ballast to allow for the installation of the new roof system.

- Loose lay new 1" insulation at approximately 60,300 square feet of roof.
- Install approximately 70,100 square feet of new .060 EPDM.
- Install new flashings at all walls, curbs, drains and pipes.
- All interior roof walls will receive new termination bar.
- Fabricate and install new edge metal on all perimeter walls.
- All work to be completed per the manufacturer's specifications.
- Clean up and remove all debris generated by our work.
- Furnish contractor's two-year warranty.
- Provide manufacturer's fifteen-year labor and material (No Dollar Limit) warranty.
- Building permits, if required, are not included.
- This price includes David Bacon rates for Tazwell Co. Virginia.

**Metal Color: Edge Metal** _____

| | |
|---|---|
| **Labor, Equipment, and Supervision** | **Price $187,704.00 NET** |
| **Materials, Warranty, Administration** | **Price $200,222.00 NET** |
| | **Total $387,926.00 NET** |

NOTES: This proposal includes only the work defined above. Should an unforeseen emergency arise, we will make every effort to discuss additional work needed with you before proceeding. However, we will never leave your structure unprotected and will move forward if necessary to maintain a watertight condition during the installation process. Pricing for additional work will be charged on a time-plus-material basis at our standard rates.

THIS PROPOSAL IS SUBJECT TO CHANGE, WITHOUT NOTICE AFTER 30 DAYS.

WE APPRECIATE THIS OPPORTUNITY AND HOPE YOU WILL FAVOR US WITH THIS ORDER.

WV CONTRACTORS LICENSE NO. WV001003
RENEWS ANNUALLY AUGUST 8
VA CLASS A CONTRACTOR NO. 2701016392
RENEWS ANNUALLY SEPTEMBER 30, CLASSES FIC-CIC-HIC

YOURS VERY TRULY,
FRYE ROOFING INC.

BY: _____

PLEASE SIGN BELOW, INITIAL THE BACK SIDE, AND RETURN TO OUR OFFICE TO ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS CONTRACT AND CONDITIONS ON THE REVERSE SIDE. I, WE, ACCEPT THIS CONTRACT BY SIGNING BELOW.

DATE: _____ SIGNED: _____

BY: _____

By signing this form on the opposite side, I accept this proposal and enter into contract with Frye Roofing, Inc.

I agree to pay the full amount of the contract as stated. I understand that payments will be due ten days after the billing date. A payment of 50% of the contract will be required at material delivery/mobilization of the project, with the balance due upon completion.

Frye Roofing, Inc. will enter this project into its work schedule immediately upon receipt of the signed contract form. I understand that because the schedule of roofing work is dependent upon weather conditions and many other variables, exact dates cannot be calculated in advance. I will be notified of the planned start and completion dates of this project prior to the mobilization of the project as the dates become clearer. I understand that I may contact the office of Frye Roofing, Inc. at any time to be kept informed of the progress toward the projected start date as the work schedule evolves.

I understand that Frye Roofing, Inc. will comply with all local requirements for building permits, inspections, and zoning. Frye Roofing, Inc. will remain in compliance with all legal and safety requirements under State and Federal guidelines. Frye Roofing, Inc. will maintain both comprehensive liability insurance and workers 'compensation insurance for my protection.

It is understood that unforeseen circumstances due to nature or conditions of the structure may need to be addressed as the project proceeds and may require a change to the work to be performed and/or the cost of the project. Any modification to this contract must be in writing and signed by all parties.

I have informed the contractor of any knowledge that I have of roofing materials containing asbestos on the roof that is the subject of this proposal. Unless specifically written in the description of work to be performed on the first page of this proposal, the removal of any asbestos material is not included in this contract. I acknowledge that the removal of any asbestos found during the course of this work will result in a change order for added cost.

Any failure or delay by Frye Roofing, Inc. in the performance of this contract due to causes beyond the reasonable control of the contractor, including but not limited to elements of nature; acts of God; war; terrorism; material or equipment unavailability; strikes; pandemics or medical emergencies resulting in state or federal state of emergency or quarantines, is not a default or breach of the contract. Frye Roofing, Inc. will give notice to the customer with a description of the cause of failure or delay and a good faith estimate as to the impact on scheduling or any other responsibilities under this contract.

If this proposal is accepted and contract entered into, a written amendment may need to be added to formalize arrangements for the start date, completion date, and payment terms of this project. This contract may be canceled within three days of acceptance.

If I cancel the contract after the three-day acceptance period, in any way impede access to the site, or do not approve changes to the contract that are deemed reasonable and necessary by Frye Roofing, Inc., has the right to immediately terminate the contract and all costs for labor, materials, and other matters which have been accrued by Frye Roofing will be immediately due and payable.

I agree that all claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration to be held in Mercer County in the State of West Virginia. In the event of a claim being brought to enforce this contract, the prevailing party shall be entitled to recover its costs and expenses, including but not limited to reasonable attorneys' fees incurred.

_____ ____/____/_____

Initial date

# AIA® Document A310™ - 2010

## *Bid Bond*

Bond No: NW11178-14

CONTRACTOR:
*(Name, legal status and address)*

Frye Roofing, Inc
2000 Princeton Ave
Bluefield, WV 24701

SURETY:
*(Name, legal status and principal place of business)*

Nationwide Mutual Insurance Company
ONE WEST NATIONWIDE BLVD., 1-14-301
Columbus, OH 43215

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
*(Name, legal status and address)*

Tazewell County Public Schools
506 Jeffersonville St
Tazewell, VA 24651

BOND AMOUNT:
5% of total amount of bid not to exceed: Twenty Four Thousand and 00/100 Dollars ($24,000.00)

PROJECT:
*(Name, location or address, and Project number, if any)*
Tazewell Middle School Roof: Middle and right sections of main roof level, gym, front right stairwell, and rear corner (left and right) roofs

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and Severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor Within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such Bid, and gives such bond or bonds as may be specified in the bidding or contract Documents, with a surety admitted In the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of April, 2024

Frye Roofing, Inc
*(Principal)* *(Seal)*

*(Witness)*

*(Title)* Joseph P. Burmer, CEO

Nationwide Mutual Insurance Company
*(Surety)* *(Seal)*

Allissa Meras
*(Witness)*

*(Title)* Brad Quiri, Attorney-In-Fact

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**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
MICHAEL D WILLIAMS; JEREMY JOHN CRAWFORD; BRAD QUIRI; AMANDA QUIGLEY; ETHAN BAKER;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TEN MILLION AND NO/100 DOLLARS ($10,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified In New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

**CERTIFICATE**

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 3rd day of April, 2024.

Laura B. Guy
Assistant Secretary

BDJ 1(08-21)00

Nationwide®

# Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

## Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-mail to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/20/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Bankers Insurance, LLC dba BI Insurance Agency, LLC<br>211 Federal Street<br>Bluefield WV 24701<br>License#: 6387078 | **CONTACT NAME:** Calonda Gregory<br>**PHONE (A/C, No, Ext):** 434-327-1644 **FAX (A/C, No):** 800-899-0146<br>**E-MAIL ADDRESS:** cgregory@bankersinsurance.net |
| **INSURED**<br>Frye Roofing, Inc.<br>2000 Princeton Ave<br>Bluefield WV 24701<br>FRYEROO-01 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>INSURER A : State Auto Mutual Insurance Company — 25135<br>INSURER B : BrickStreet Mutual Insurance Company — 12372<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

SAMPLE

**COVERAGES** **CERTIFICATE NUMBER:** 1042679023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>OTHER: | | | 10138227CP | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | 10001364CA | 7/1/2023 | 7/1/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB ☐ OCCUR<br>EXCESS LIAB ☐ CLAIMS-MADE<br>DED RETENTION $ | | | 10138275CU | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 3,000,000<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WCP7005726 | 7/1/2023 | 7/1/2024 | X PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | WV Broad Form<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Evidence of Insurance

**CERTIFICATE HOLDER**

Frye Roofing, Inc.
2000 Princeton Ave
Bluefield WV 24740

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**
C Gregory

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# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
09-30-2024

NUMBER
2701016392

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
*CLASSIFICATIONS* CIC FIC HIC

FRYE ROOFING INC
2000 PRINCETON AVE
BLUEFIELD, WV 24701

DPOR

Demetrios J. Melis, Director

*Status can be verified at http://www.dpor.virginia.gov*

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/201

Rigor • Relevance • Relationships
TAZEWELL County Public Schools

PRODUCT OR SERVICE Window Replacement at RHS & THS Auditoriums & Ag Ctrs

DATE AND TIME OPENED 5/3/24 10:08am

INVITATION TO BID [X] REQUEST FOR PROPOSAL [ ] QUOTE [ ]

**WITNESS TO OPENING:**

| SIGNATURE | COMPANY | TELEPHONE NUMBER |
|---|---|---|
| [signature] | TCPS | 276-988-2222 |
| J Cox | TCPS | 276-988-5511 |
| | | |
| | | |
| | | |
| | | |
| | | |

**RECEIVED FROM:**

| COMPANY | RECEIVED | AMOUNT | NOTES |
|---|---|---|---|
| Bluefield Glass | 5/3/24 9:46a | $240,580.00 | Only Vendor to submit a Bid |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

510 Blue Prince Rd
PO Box 6056
Bluefield WV 24701

BLUEFIELD GLASS & Interiors
Commercial • Residential • Equipment

Phone: (304) 325-0588
Toll Free: (888) 304-0588
Fax: (304) 325-7450

| | | | |
|---|---|---|---|
| **To:** | Tazewell County School Board | **Contact:** | **Jessica Cox** |
| **Project:** | THS and RHS Window Replacements | **Phone:** | |
| **Location:** | Tazewell County, VA | **Email:** | |
| **Date:** | 4/30/24 | **Cell:** | |

**Bluefield Glass and Interiors will provide the labor, materials and equipment to perform the following:**

Remove and dispose of existing 6 windows in the auditorium and 8 windows of the agricultural shop at Tazewell high school and 4 windows in auditorium and 8 windows of the agricultural shop at Richlands high school.

Furnish and install aluminum Kawneer 451T thermally broken storefront framing in the existing 26 openings mentioned above. Framing to be 2" x 4-1/2". Finish to be bone white Permafluor painted. Glazing to be 1" insulated glass units make up to be ¼" clear tempered / ½" A.S./ ¼" clear tempered with Solarban 60 in leu of the cardinal 270. Insulated metal panels to be installed in both agricultural buildings to match existing configuration and finish of framing as closely as possible. Configuration of framing in each opening to match existing configuration as close as possible.
Openings to be cleared of all equipment and machinery. Any holes or modification to metal panels to be by others.

Material: $ 169,334.00
Labor: $ 71,246.00

**Total: $ 240,580.00**

Emily D Weeks, President
Bluefield Glass & Interior

Qualifications:
Sealant will be used per manufacture's recommendations.
Davis Bacon Act wage included dated **3/29/24**.
Abatement of hazardous material by others.
Specification provided Eugene Parkhurst and bid invitation.
Permits are not included in the price.
Any item not specifically listed is not included in this proposal.

Rigor • Relevance • Relationships
TAZEWELL
County Public Schools

PRODUCT OR SERVICE RES Gym Roof

DATE AND TIME OPENED 5/3/24 10:02am

INVITATION TO BID ☐ REQUEST FOR PROPOSAL ☐ QUOTE ☐

**WITNESS TO OPENING:**

| SIGNATURE | COMPANY | TELEPHONE NUMBER |
|---|---|---|
| [signature] | TCPS | 276-988-2222 |
| J Cox | TCPS | 2769885511 |
| | | |
| | | |
| | | |
| | | |
| | | |

**RECEIVED FROM:**

| COMPANY | RECEIVED | AMOUNT | NOTES |
|---|---|---|---|
| Dunford Roofing | 5/3/24 9:26a | $81,000 | only Vendor to respond. |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

DUNFORD ROOFING INC.
MASTER ROOFERS

NATIONAL ROOFING CONTRACTORS ASSOCIATION

2873A GRATTON ROAD ■ TAZEWELL, VIRGINIA 24651 ■ 276-988-2309 ■ FAX 276-988-2723

## Commercial Roofing Contract Agreement

To: Tazewell County Public Schools
Address: 506 Jeffersonville Street
Tazewell, VA 24651

Date: May 3, 2024

*We propose to:*

**RE: Richlands Elementary Gym**

1. Remove existing roofing material and edge metal as necessary. Clean up and dispose of all debris.

2. Furnish and install two layers of 2" x 6" wood blocking at all perimeters of roof. Install 9,000 s.f. of Elevate ½" Isogard HD roof insulation using 5" polymer roofing fasteners and 3" diameter insulation plates. Furnish and install new tapered insulation panels to divert water to roof drains.

3. Install 9,800 s.f. of 45 mil Elevate Rubbergard EPDM rubber roofing material using the fully adhered method of installation. New roof material shall cover all perimeter walls, curbs and roof penetrations as needed to provide a watertight system. All detail work will be performed in accordance with manufacturer's specifications.

4. Furnish and install four new retro-fit roof drains. Fabricate and install 430 ft. of new metal edging. New metal edging will be made from pre-finished 24-gauge steel in color of _____(customer's choice).

5. Issue Elevate's Red Shield 15-year labor and material warranty upon completion of project.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of: Eighty-one thousand + NO/100 — dollars ($ 81,000.00 ) with payment to be made as follows: No down payment. Due in full upon completion of work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

*NOTE: The contract will be withdrawn by us if not accepted within 30 days.* *Authorized by* John Boutin/JS

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be make as outlined above.

*Accepted:* Date _____ Signature _____

*(Customer Signs Here)*

# Proposal For:

Tazewell County Public Schools - Virginia - UCPJMU6028

# Prepared For:

Tazewell County Public Schools - Virginia

# Submitted By:

Modular Genius, Inc

GJB

# Date

April 9, 2024

# Revision No.

0

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# PROPOSED PRICING

*Excluding Sales Tax*

## Tazewell County Public Schools - Virginia - UCPJMU6028

| | | |
|---|---|---|
| Building | | **$71,000.00** |
| Modular Building | **$71,000.00** | |
| Transportation | | **$8,450.00** |
| Deliver Modular Units | $8,450.00 | |
| Shuttle Modular Units | Included | |
| Building Installation | | **$10,398.75** |
| Building Setup (Truck Set/Translift) | $10,398.75 | |
| Anchor Modular Units- Materials | Included | |
| Anchor Modular Units- Labor | Included | |
| Axles/Tires | Included | |
| Remove Hitches- Setup | Included | |
| Interior/Exterior Seams | Included | |
| Pad and Pier Foundation Layout | Included | |
| Dry stack CMU Piers and ABS Pad | Included | |
| Skirting | | **$2,887.50** |
| Skirting Face Material | Included | |
| Crawl Space Vents | $450.00 | |
| Crawl Space Access Hatch | $187.50 | |
| Skirting Framing and Face Material Installation | $2,250.00 | |
| Decks, Steps, Ramps and Canopies | | **$23,312.50** |
| Aluminum Decks & Steps (Includes Handrails) | $2,337.50 | |
| Aluminum Decks & Ramp (Includes Handrails) | $20,975.00 | |
| Foundations for Decks, Steps and/or Ramps | Included | |
| **Total (Building, Transportation & Installation)** | | **$116,048.75** |
| **DIVISION 1 - GENERAL REQUIREMENTS** | | **$32,460.74** |
| **Architecture/Engineering & Testing** | | |
| Modular Building Drawings | Included | |
| Deck, Step and Ramp Drawings | $675.00 | |
| Structural Engineering Fees - Foundations | $1,475.00 | |
| **Permits, Fees, Bonds, Labor** | | |
| Open Shop | Included | |
| Contract & Legal Fees | $562.50 | |
| **Temporary Labor & Facilities** | | |
| Site Clean Up Labor | Included | |
| Building Clean Up Labor | Included | |
| Dumpsters | $5,000.00 | |
| Portable Restroom Stalls | $437.50 | |
| **Equipment** | | |
| Trackhoe, Skidsteer, & Grapple Rental w/Fuel | Included | |
| Translift | Included | |
| Rental Equipment Tax | Included | |
| **Project Safety** | | |
| Fire Extinguishers for Construction | Included | |
| Safety Signage | Included | |
| Safety PPE | Included | |
| First Aid Kits | Included | |
| Potable Drinking Water | Included | |
| Eye Wash Kits | Included | |
| Site Safety During Construction | Included | |
| No Quantity Entered | | |
| SDS Sheets | Included | |
| **Site Controls, Fencing & Temporary Utilities** | | |
| **Construction Office Supplies** | | |
| **Project Management** | | |
| Project Manager | $9,000.00 | |
| Project Superintendent | $13,500.00 | |
| Construction Manager & PreConstruction | $905.37 | |
| Design and Engineering Manager | $452.68 | |
| Assistant Project Manager | $452.68 | |
| **Submittals & Plans** | | |
| Closeout Submittals | Included | |
| Warranty | Included | |
| **DIVISION 2 - SITE PERPARATION CONSTRUCTION** | | **$34,375.00** |
| Building & Foundation Demolition | $29,625.00 | |

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# PROPOSED PRICING

*Excluding Sales Tax*

## Tazewell County Public Schools - Virginia - UCPJMU6028

| | | |
|---|---|---|
| Backfill & Compaction | $1,500.00 | |
| Rough Grade | Included | |
| Finish Grade | Included | |
| Import Dirt / Fill | Included | |
| Seed and Mulch | $3,250.00 | |
| Site Restoration | Included | |
| **DIVISION 3 - CONCRETE** | | **$0.00** |
| **DIVISION 4 - MASONRY** | | **$0.00** |
| **DIVISION 5 - METALS** | | **$0.00** |
| **DIVISION 6 - WOODS AND PLASTICS** | | **$0.00** |
| **DIVISION 7 - THERMAL & MOISTURE PROTECTION** | | **$0.00** |
| EPDM Roofing - Building Manufacturer Installed | Included | |
| Gutter/Downspouts | Included | |
| **DIVISION 8 - DOORS AND WINDOWS** | | **$0.00** |
| Exterior Metal Doors and Frames | Included | |
| Exterior Windows (Vinyl) | Included | |
| Construction Cores | Included | |
| **DIVISION 9 - FINISHES** | | **$0.00** |
| Vinyl Composition Tile | Included | |
| Vinyl Clad Gypsum | Included | |
| Floor Cove Base - Building Manufacturer | Included | |
| Exterior Siding and Trim Painting - Building Manufacturer | Included | |
| **DIVISION 10 - SPECIALITIES** | | **$0.00** |
| Marker Boards | Included | |
| Tack Boards | Included | |
| Fire Extinguishers | Included | |
| **DIVISION 11 - EQUIPMENT** | | **$0.00** |
| **DIVISION 12 - FURNISHINGS** | | **$0.00** |
| **DIVISION 13 - SPECIAL CONSTRUCTION** | | **$0.00** |
| **DIVISION 14 - CONVEYOR SYSTEMS** | | **$0.00** |
| **DIVISION 15 - MECHANICAL** | | **$0.00** |
| **Plumbing - Water** | | |
| **Plumbing - Sanitary Sewer** | | |
| **Fire Suppression** | | |
| **Heating, Ventilation and Air Conditioning** | | |
| **DIVISION 16 - ELECTRICAL** | | **$0.00** |
| **Electrical Service** | | |
| **Site Lighting** | | |
| **Electrical Building** | | |
| **Telephone and Data** | | |
| **Cable Television** | | |
| **Sound/Video** | | |
| **Security System** | | |
| **Clock System** | | |
| **Public Address, Mass Notification** | | |
| **Energy Management Systems** | | |
| **Fire Alarm** | | |
| **Nurse Call** | | |
| **TOTAL (Divisions 1 thru 16)** | | **$66,835.74** |
| **GRAND TOTAL** | | **$182,884.49** |

excluding sales tax

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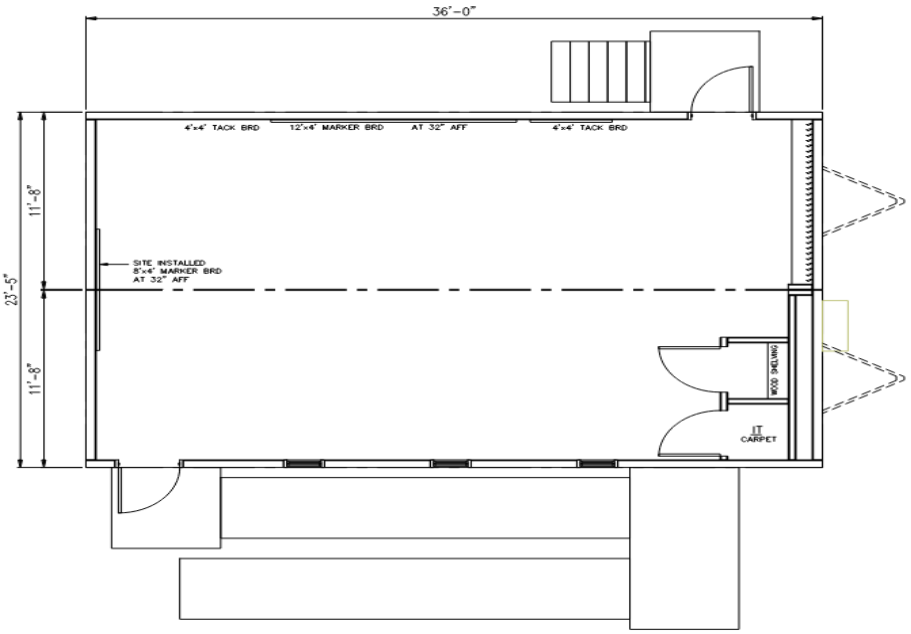
## PROPOSED PRICING

*Excluding Sales Tax*

**Tazewell County Public Schools - Virginia - UCPJMU6028**

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## Drawings




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# Building Specification

| ITEM: | | DESCRIPTION: |
|---|---|---|
| Location | | Graham High School, Bluefield, VA |
| Modular Size & Units | | 24'x36' |
| Construction Type : | | Type VB |
| Occupancy: | | Education |
| State Seals: | | VA |
| Codes: | | As Required |
| **FRAME:** | | |
| Type: | | Outrigger, Sized as Required |
| Main Beam: | | As Required, Maximum Pier Spacing @ 10' O.C. |
| Hitch: | | Bolt On |
| Axles: | | As Required to Safely Transport the Modular Units, Note: Brake Axles to be install per DOT requirments |
| Tires: | | New Tires Only 12-ply Minimum |
| **FLOOR:** | | |
| Bottom Board: | | .040 Simplex Paper |
| Insulation: | | As Required to Meet Energy Code for the Area |
| Joists: | | Wood Joists per Structural Requirements |
| Decking: | | 3/4" T&G Plywood/OSB Sheathing |
| Misc: | | (Hold Back Decking @ 16" O.C. at the Matelines) |
| Finish: | | 1/8" Vinyl Composition Tile |
| Misc Finish: | | Modular Manufacturer Shall Furnish and Install, Modular Genius to Complete Matelines On-Site |
| Cove Base: | | 4" Vinyl Cove Base |
| Misc Cove Base: | | Modular Manufacturer Shall Furnish and Install, Modular Genius to Complete Matelines On-Site |
| Sub-Floor Preparation | | For Plywood Floor Decking Building Manufacturer Shall Fill All Voids and Sand Sub-Floor |
| **EXTERIOR WALLS** | | |
| Framing | | 2"X6" #2 @ 16"O.C. |
| Interior Finish | | 1/2" Vinyl Clad Gypsum |
| Misc: | | With Matching Vinyl Battens |
| Sheathing: | | Building Manufacturer Standard |
| Insulation: | | As Required to Meet Energy Code for the Area |
| Moisture Barrier | | Tyvek or equal |
| Exterior Finish: | | 5/8" "LP" Smartside Panel |
| Trim: | | LP Smartside Trim |
| Skirting: | | To Match Siding, Assume 42" above grade |
| **INTERIOR WALLS** | | |
| Framing | | 2"X4" #2 @ 16" O.C. |
| Finish: | | 1/2" Vinyl Clad Gypsum |
| Finish: | | With Matching Vinyl Battens |
| Misc: | | Top of Walls to Continue to Underside of Roof Framing |
| Sound Insulation: | | Fiberglass Batt |
| Plenum Walls | | Floor to Ceiling Full Module Width |
| **ROOF:** | | |
| Framing: | | Transverse Ridge Truss |
| Framing Type: | | Wood |
| Roof Load: | | As Required to Comply With Applicable Code |
| Mate Beam: | | Plywood Laminated Beam |
| Posts: | | No Exposed Posts, Concealed in Walls |
| Finish: | | Suspended Ceiling (24"x48" Tile) in Steel Grid, Square Edge |
| Misc: | | Suspended Ceiling Installed by MFG, Modular Genius to Complete Matelines on Site |
| Ceiling Height: | | 8'-0" A.F.F. (Nominal) |
| Sub-Ceiling: | | None (Netting to Hold Up Insulation) |
| Insulation: | | As Required to Meet Energy Code for the Area |
| Roofing: | | 45 MIL EPDM (Black) |
| Mansard: | | None |
| Profile: | | Mansard to Follow Roof Edge |
| **INTERIOR & EXTERIOR DOORS:** | | |
| Exterior Door: | | 36 x 80 Commercial Insulated Hollow Metal with Steel Jamb |
| Vision Panel | | 5" x 20" Vision Panel |
| Hardware | | Lever Lockset |
| Hardware | | Hydraulic Door Closers |
| Hardware | | Panic Hardware |
| Hardware | | Grade 1 Door Hardware |
| Keying | | Master Keying with Construction Cores |
| Interior Door: | | None |
| **WINDOWS:** | | |
| Windows: | | 36" X 60" Vinyl Low E |

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## Building Specification

| | | |
|---|---|---|
| Type: | | Single Hung |
| Blinds: | | 1" Alum. Mini-Blinds in Frame Installation |
| **ELECTRICAL:** | | |
| Sub-Panel | | (1) 200/240 V. 1-Phase 60 HZ, 3-wire |
| Wiring Raceway: | | Copper Romex (12-2 W/G Min) Type NM-B |
| Wiring Raceway: | | MC Cable |
| Interior Lights: | | 24"x 48" LED Flat Panel Lay In Light |
| Exterior Lights | | LED Wall Mount Light Fixture Mounted at Exterior Doors |
| Exit Lighting | | Exit Lights as Required |
| Emergency Lights | | Emergency Lights as Required |
| Receptacles | | 120 Volt 20 Amp |
| Receptacles | | GFCI Receptacles |
| Receptacles | | Heat Tape Receptacles |
| Receptacles | | Space Receptacles 10'-0" O.C. Minimum |
| Occupancy Sensors: | | Furnish and Install Occupancy Sensors Per Code |
| Switches: | | 120 Volt 20 Amp |
| Telecommunications | | 3/4" EMT Rough-In Stub Above the Ceiling or Below the Floor |
| Data | | 3/4" EMT Rough-In Stub Above the Ceiling or Below the Floor |
| Fire Alarm: | | 3/4" EMT Rough-In Stub Above the Ceiling or Below the Floor |
| **PLUMBING:** | | |
| Plumbing: | | None |
| **H.V.A.C.** | | |
| Heating/Cooling: | | Wall Mounted "Bard" or Equal with Electric Resistant Heat Strip, Sized as Required |
| Supply Ducting: | | Fiberglass Duct Board |
| Supply Diffuser: | | 24" x 24" Lay in Suspended Ceiling with Adjustable Damper Ceiling Mounted |
| Return System: | | Ducted Above the Ceiling |
| Return Ducting: | | Fiberglass Duct Board |
| Thermostat | | Auto Change Over Heat/Cool with 7 Day Clock and Override Timer |
| **FIRE SUPPRESSION** | | |
| Fire Sprinkler: | | None Proposed or Installed |

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# Scope of Work / Delineation of Responsibilities

| Description | Details | Excluded | Modular Genius Inc | Client |
|---|---|---|---|---|
| **Building** | | | | |
| Modular Building | The modular building(s) to be provided will consist of approximately 864 square feet and is being proposed with Modular Genius, Inc standard specifications and colors unless otherwise noted within Building Specifications. | | X | |
| **Transportation** | | | | |
| Deliver Modular Units | Transport (2) modular units including surveys, escorts and permits from Modular Genius, Inc Storage Facility or Building Manufacturer to the project site located at Graham High School, Bluefield, VA. Includes surveys, permits and escort as required for delivery to site staging area/if excess detours or mileage required for delivery to site, additional cost could apply. Assumed Shipping Height 13' -9". | | X | |
| Shuttle Modular Units | Shuttle modular units from the staging area to the project site. Staging area shall be located on project site. | | X | |
| **Building Installation** | | | | |
| Building Setup (Truck Set/Translift) | Provide required labor, materials and equipment to truck/translift set the modular units onto the building foundation. Finish floor height of the proposed building shall be 42" above grade maximum. | | X | |
| Anchor Modular Units- Materials | Furnish (12) "Minute Man" Anchor or Equal and steel strapping. Anchors shall be either Augured, Cross Drive or Embedded in Concrete. | | X | |
| Anchor Modular Units- Labor | Setup Contractor shall install anchors and attach steel strapping to the building as required by code and manufacturers instructions. | | X | |
| Axles/Tires | Axles and Tires shall remain on building. | | X | |
| Remove Hitches- Setup | Hitches to be removed and stockpiled on site. Removal from project site is by Contractor. | | X | |
| Interior/Exterior Seams | Complete all Exterior/Interior Seams Per the Drawings and Agreed Scope of Work. Floor seams shall be flash patched and sanded to a seamless transition from module to module. All interior and exterior seams shall be completed per the drawings and material manufacturer instructions. Once complete the seams shall maintain the "building envelope". | | X | |
| Pad and Pier Foundation Layout | Surveyor (as designated in Division 1) shall identify the building corners, the Setup Contractor shall layout the complete pad and pier foundation | | X | |
| Dry stack CMU Piers and ABS Pad | (21) 24" x 24" ABS pads installed on a site properly prepared and leveled for the pad installed. CMU block shall be a maximum 24" high dry double stack | | X | |
| **Skirting** | | | | |
| Skirting Face Material | Building Manufacturer shall supply and ship-loose skirting and trim Package for site installation by the set-up contractor. | | X | |
| Crawl Space Vents | Setup Contractor shall furnish and install crawl space vents as required by drawings and applicable code. Each vent shall provide 1 sq. ft. ventilation | | X | |
| Crawl Space Access Hatch | Setup Contractor shall furnish and install a 2' x 2' crawl space access hatch with lock. | | X | |

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# Scope of Work / Delineation of Responsibilities

| Description | Details | Excluded | Modular Genius Inc | Client |
|---|---|---|---|---|
| Skirting Framing and Face Material Installation | Furnish and install skirt framing attached to the underside of the buildings to grade. Bottom track to be anchored to grade per drawings and industry standards. Face material shall be furnished by the building manufacturer or modular genius as specified. | | X | |
| **Decks, Steps, Ramps and Canopies** | | | | |
| Aluminum Decks & Steps (Includes Handrails) | ADA Compliant Prefabricated Aluminum Decks and Steps shall be Designed by a Professional Engineer. Provide labor, materials and equipment to design, ship, unload, layout on site, install and inspect decks with steps as required. All welding on or off site shall be completed by a certified welder. Includes (1) 5'4"' x 5'4" Deck with Steps. Assume finish floor height at 42" above grade maximum. | | X | |
| Aluminum Decks & Ramp (Includes Handrails) | ADA Compliant Prefabricated Aluminum Decks and Ramps Shall be Designed by a Professional Engineer. Provide labor, materials and equipment to design, ship, unload, layout on site, install and inspect decks and ramps with steps as required. All welding on or off site shall be completed by a certified welder. (1) 5'4"' x 5'4" x 42' long Ramp w/ a 10' x 6' Switchback Landing. Assume finish floor height at 42" above grade maximum. | | X | |
| Foundations for Decks, Steps and/or Ramps | Furnish and Install (Qty) 16" x 16" ABS Pads. No below grade footing are proposed | | X | |
| **DIVISION 1 - GENERAL REQUIREMENTS** | | | | |
| **Architecture/Engineering & Testing** | | | | |
| Modular Building Drawings | Modular shop drawings, State 3rd party approved in accordance with applicable state and national model codes and project requirements | | X | |
| Deck, Step and Ramp Drawings | Complete deck, step and ramp drawings in accordance with project and applicable codes. | | X | |
| Architectural Fees | Architecture of Record, Including but not limited to modular building and other building drawings. Modular building drawings to be furnished by building manufacturer. | | | X |
| Civil Engineering Fees | Site plan including but not limited to existing/proposed grading plan, site development, landscaping, etc. in accordance with specific codes and project requirements | | | X |
| Structural Engineering Fees - Foundations | Foundation structural drawings in accordance with applicable project and code requirements | | X | |
| Geotechnical Fees | Complete geotechnical testing at site and develop a comprehensive report with recommendations in accordance with applicable codes and project requirements | | | X |
| MEP Engineering Fees | Complete MEP drawings with exception to the building envelope plans and schematics provided by the modular building manufacturer. All drawings shall be in accordance with applicable codes and project requirements | | | X |
| Surveying | Complete a survey with a topo map of the required project area including survey limits, range, contours, all surface features and underground utilities within the area to be surveyed shall be shown and identified on the maps. In addition, these features shall be located by sufficient distance ties and labeled on the sheets to permit accurate scaling and identification. Establish project benchmarks and corner locations of the building(s). | | | X |

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# Scope of Work / Delineation of Responsibilities

| Description | Details | Excluded | Modular Genius Inc | Client |
|---|---|---|---|---|
| SWPPP Planning/Design | Provide a complete SWPPP plan and details for work necessary prior, during and after proposed construction. All plans and details shall be in accordance with applicable codes | | | X |
| Soil Testing | Provide soil testing services prior to and during construction as required | | | X |
| **Permits, Fees, Bonds, Labor** | | | | |
| Permits, Fees, Bonds, Labor | Not Proposed or Included in this Scope of Work | X | | |
| Bid Bond | Not Proposed or Included in this Scope of Work | X | | |
| Performance Bond | Not Proposed or Included in this Scope of Work | X | | |
| Building Permits | Not Proposed or Included in this Scope of Work | X | | |
| Site Permit | Not Proposed or Included in this Scope of Work | X | | |
| Foundation Permit | Not Proposed or Included in this Scope of Work | X | | |
| Electrical Permit | Not Proposed or Included in this Scope of Work | X | | |
| Plumbing Permit | Not Proposed or Included in this Scope of Work | X | | |
| Fire Suppression/Alarm Permit | Not Proposed or Included in this Scope of Work | X | | |
| HVAC Permit | Not Proposed or Included in this Scope of Work | X | | |
| Liquidated Damages | Not Proposed or Included in this Scope of Work | X | | |
| Sales Tax -Tax Exempt | This project is tax exempt. Client will provide Tax Exempt Certificate that will be given to all contractors | | | X |
| Open Shop | Non-Union / Non Prevailing Wages and Benefits, etc. | | X | |
| Contract & Legal Fees | Labor and Materials to Review Contract Terms and Conditions | | X | |
| **Temporary Labor & Facilities** | | | | |
| Site Clean Up Labor | Provide daily clean-up of all construction debris and "personal trash" (lunch wrappers, bottles, etc.) generated by your crew. Clean up after every workday and take trash to the proper dumpster before going home. | | X | |
| Building Clean Up Labor | Provide daily clean-up of all construction debris and "personal trash" (lunch wrappers, bottles, etc.) generated by your crew. Clean up after every workday and take trash to the proper dumpster before going home. | | X | |
| Final Building Cleaning & Polish | Final clean-up to Include but not limited to washing/waxing floors, vacuuming, wiping of all surfaces, cleaning windows and power washing exterior | | | X |
| Dumpsters | For Modular Genius, Inc debris only | | X | |
| Portable Restroom Stalls | For Modular Genius, Inc workers only per OSHA | | X | |
| **Equipment** | | | | |
| Trackhoe, Skidsteer, & Grapple Rental w/Fuel | For Modular Genius, Inc scope of work only | | X | |
| Translift | For Modular Genius, Inc scope of work only | | X | |
| Rental Equipment Tax | Contractor renting equipment on-site for this project shall include all "equipment taxes" as required | | X | |
| **Project Safety** | | | | |
| Fire Extinguishers for Construction | Located in the modular construction office (if provided), at each generator location and at each exit in the proposed building during construction | | X | |
| Safety Signage | Including but not limited to construction, wage, safety signage. Also includes a site SDS and safety manuals | | X | |
| Safety PPE | Including but not limited to hardhats, eye protection, safety vests. All workers shall be properly equipped by their company per OSHA | | X | |
| First Aid Kits | Appropriate size first aid kits located in the construction trailer and at each building exit in the proposed building to be constructed | | X | |
| Potable Drinking Water | Potable drinking water with individual drinking cups to be provided in the construction trailer and at each proposed building to be constructed | | X | |

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# Scope of Work / Delineation of Responsibilities

| Description | Details | Excluded | Modular Genius Inc | Client |
|---|---|---|---|---|
| Eye Wash Kits | Eye wash kits shall be located in the construction trailer and at each building exit in the proposed building to be constructed | | X | |
| Site Safety During Construction | All work on site is to be performed safely in accordance with all OSHA, EM385 and Modular Genius, Inc standards It is the responsibility of the Contractor to inform and educate all personnel working onsite of the aforementioned requirements and ensure that these policies are enforced each day. | | X | |
| Tobacco Use | All Modular Genius, Inc jobsites are TOBACCO FREE. All smoking, dipping, chewing, etc. must be done in area designated by Modular Genius, Inc . | | X | |
| SDS Sheets | All Job-Specific SDS Sheets for this Work Scope must be submitted to the Project Manager PRIOR to the start of work. | | X | |
| **Site Controls, Fencing & Temporary Utilities** | | | | |
| Soil Erosion & Storm Water Control | Furnish labor and materials to install soil erosion and storm water control measures per SWPPP plan. This contractor also to regular inspect and maintain during construction | X | | |
| Rock and/or Debris Excavation | Remove Rock or Other Debris as required by Code, Inspectors or Designing Engineer | X | | |
| **Construction Office Supplies** | | | | |
| Construction Office Supplies | Not Proposed or Included in this Scope of Work | X | | |
| **Project Management** | | | | |
| Project Manager | Modular Genius, Inc Project Manager has overall responsibility of the project budget and schedule. The Project Manager will be the POC for the client with any specific clarifications, change orders, schedule adjustments, etc. | | X | |
| Project Superintendent | Modular Genius, Inc 's Project Superintendent will be on site daily during when any work is being complete on-site by Modular Genius, Inc . The Project Superintendent is responsible for managing day to day Modular Genius, Inc project activities, coordination and communication with Modular Genius, Inc Project Manager and Other Project Superintendents | | X | |
| Construction Manager & PreConstruction | Modular Genius, Inc Construction Manager has overall responsibility of the project development and preconstruction.. The Construction Manager working with the project team lead the development of the project focusing on delineation/scopes of work, specifications and schedule. | | X | |
| Design and Engineering Manager | Modular Genius, Inc Design and Engineering Manager has overall responsibility to do code reviews and building design development. The Design and Engineering Manager working with the project team leads soultions for space planning, floor plan development, codes reviews and foundation design. | | X | |
| Assistant Project Manager | Modular Genius, Inc Assitant Project Manager has overall responsibility create, distribute, manage and track project documentation supporting the project team. | | X | |
| **Submittals & Plans** | | | | |

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## Scope of Work / Delineation of Responsibilities

| Description | Details | Excluded | Modular Genius Inc | Client |
|---|---|---|---|---|
| Closeout Submittals | Modular Genius, Inc 's Project Manager will turnover to the client all necessary closeout documents including but not limited to as-build drawings, engineering letters, certifications, etc. as required by the project documents and/or code. Each contractor shall provide a complete electronic and hard copy of their closeout for their scope of work. | | X | |
| Warranty | Modular Genius, Inc 's Project Manager will turnover to the client all necessary warranty documents as required by the project documents. | | X | |
| **DIVISION 2 - SITE PERPARATION CONSTRUCTION** | | | | |
| Building & Foundation Demolition | All labor, materials, equipment, and incidentals required for the demolition, relocation, and/or disposal of all structures, foundation, building materials, equipment, and accessories to be removed as shown on the Drawings and as specified herein. Modular Genius pricing includes removal of above grade foundation. Any below grade foundation excavation or removal is not included & would be subject to additional costs. | | X | |
| Dewatering | Furnish equipment, labor and materials necessary to remove storm or subsurface waters from excavation areas in accordance with the requirements set forth, as shown on the Drawings, and/or geotechnical report. | X | | |
| Backfill & Compaction | Provide all labor, materials and equipment necessary to furnish & install backfill and compact to a minimum of 2500 psf soil at grade. | | X | |
| Rough Grade | Cut and fill shall be left sufficiently high to require cutting by fine grading. Grade to subgrade depths required for construction of finished surface materials and for controlled internal drainage of site. | | X | |
| Finish Grade | Fine grading shall conform to elevations required to insure finished elevations as indicated on the drawings. Provide a smooth transition between adjacent existing grades and new grades | | X | |
| Import Dirt / Fill | Import dirt from a certified pit (if needed). Designated contractor shall test soil to insure that it is not contaminated and confirm origin. | | X | |
| Seed and Mulch | Work under this section shall include, but not be limited to, compacting and smoothing areas, disposing of debris, firming loose soil, roughening the seedbed, furnishing and applying the seed, straw mulch, fertilizer, and stabilizing emulsion | | X | |
| Landscaping | The Contractor shall furnish all plants, flowers, labor, equipment, supplies, and services required to install and maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include but are not limited to weeding, pruning, fertilizing, and cleanup. It is the responsibility of the Contractor to have adequate equipment and staff to perform the specified services under the contract | X | | |
| Site Restoration | On or before the completion of the work, the Contractor shall remove all temporary structures, facilities, temporary works, tools and machinery or other construction equipment. Shall legally dispose of all rubbish from any grounds which occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations, in a neat condition. | | X | |
| **DIVISION 3 - CONCRETE** | | | | |

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## Scope of Work / Delineation of Responsibilities

| Description | Details | Excluded | Modular Genius Inc | Client |
|---|---|---|---|---|
| Concrete | Not Proposed or Included in this Scope of Work | X | | |
| **DIVISION 4 - MASONRY** | | | | |
| Masonry | Not Proposed or Included in this Scope of Work | X | | |
| **DIVISION 5 - METALS** | | | | |
| Metals | Not Proposed or Included in this Scope of Work | X | | |
| **DIVISION 6 - WOODS AND PLASTICS** | | | | |
| Woods and Plastics | Not Proposed or Included in this Scope of Work | X | | |
| **DIVISION 7 - THERMAL & MOISTURE PROTECTION** | | | | |
| EPDM Roofing - Building Manufacturer Installed | Building Manufacturer shall furnish and install EPDM roof as per material supplier details and drawings. Building manufacturer shall Shiploose the necessary roofing, blocking, etc. so that the setup contractor can complete the roof seam. All work shall be installed in accordance with material supplier details and drawings to maintain warranty | | X | |
| Gutter/Downspouts | The work shall consist of furnishing and installation of roof gutters and downspouts on the building as shown on the drawings. Roof gutters and downspouts may be made of aluminum. Gutters shall be supported at a maximum spacing of 32 inches for aluminum. Downspouts shall be securely fastened at the top and bottom with intermediate supports that are a maximum of 10 feet apart. Gutters shall be installed with the minimum fall specified on the drawings. If the minimum fall is not specified on the drawings, gutters shall be installed with sufficient slope so they drain to the downspouts. This contractor shall provide concrete splash blocks at each downspout location | | X | |
| **DIVISION 8 - DOORS AND WINDOWS** | | | | |
| Exterior Metal Doors and Frames | Building Manufacturer shall furnish and install doors, frames and hardware. Any doors, frames and hardware that is located on the mateline shall be Shiploose by the building manufacturer and installed by the setup contractor. Once the building is setup and all doors installed the setup contractor shall inspect and adjust any door to insure proper operation. | | X | |
| Exterior Windows (Vinyl) | Building Manufacturer shall furnish and install windows and hardware. Any windows and hardware that is located on the mateline shall be Shiploose by the building manufacturer and installed by the setup contractor. Once the building is setup and all windows are installed, the setup contractor shall inspect to insure proper operation. | | X | |
| Construction Cores | The Building manufacturer shall provide all necessary labor, materials to install door hardware with construction cores | | X | |
| Master Key System | Master Keying Shall be Furnish and Installed by Client | | | X |
| **DIVISION 9 - FINISHES** | | | | |
| Vinyl Composition Tile | Building manufacturer shall furnish and install vinyl tile per applicable building specifications. Any selected rooms and/or mateline seams identified for Shiploose shall be installed by the designated contractor. | | X | |
| Vinyl Clad Gypsum | Building manufacturer shall furnish and install vinyl clad gypsum per applicable building specifications. Any selected rooms and/or mateline seams identified for Shiploose shall be installed by the designated contractor. | | X | |

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# Scope of Work / Delineation of Responsibilities

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|---|---|---|---|---|
| Floor Cove Base - Building Manufacturer | Building manufacturer shall furnish and install cove base per applicable building specifications. Any selected rooms and/or mateline seams identified for Shiploose shall be installed by the designated contractor. | | X | |
| Exterior Siding and Trim Painting - Building Manufacturer | Building manufacturer shall paint exterior per applicable building specifications. Any necessary touchup shall be completed by the designated contractor. | | X | |
| **DIVISION 10 - SPECIALITIES** | | | | |
| Marker Boards | Building manufacturer shall furnish and install marker boards per applicable building specifications. Any selected rooms and/or mateline seams identified for Shiploose shall be installed by the designated contractor on-site. | | X | |
| Tack Boards | Building manufacturer shall furnish and install tack boards per applicable building specifications. Any selected rooms and/or mateline seams identified for Shiploose shall be installed by the designated contractor on-site | | X | |
| Fire Extinguishers | Building manufacturer shall furnish and install fire extinguishers per applicable building specifications. Any selected rooms and/or mateline seams identified for Shiploose shall be installed by the designated contractor on-site | | X | |
| Interior Signage | All labor and materials to supply and install interior signage shall be by the designated contractor on-site. | | | X |
| Exterior Signage | All labor and materials to supply and install interior signage shall be by the designated contractor on-site. | | | X |
| **DIVISION 11 - EQUIPMENT** | | | | |
| Equipment | Not Proposed or Included in this Scope of Work | X | | |
| Vending Equipment | Not Proposed or Included in this Scope of Work | X | | |
| Audio-Visual Equipment | Not Proposed or Included in this Scope of Work | X | | |
| Vehicle Service Equipment | Not Proposed or Included in this Scope of Work | X | | |
| Parking Control Equipment | Not Proposed or Included in this Scope of Work | X | | |
| Loading Dock Equipment | Not Proposed or Included in this Scope of Work | X | | |
| Solid Waste Handling Equipment | Not Proposed or Included in this Scope of Work | X | | |
| Detention Equipment | Not Proposed or Included in this Scope of Work | X | | |
| Food Service Equipment | Not Proposed or Included in this Scope of Work | X | | |
| Unit Kitchens | Not Proposed or Included in this Scope of Work | X | | |
| Athletic, Recreational, and Therapeutic Equipment | Not Proposed or Included in this Scope of Work | X | | |
| Laboratory Equipment | Not Proposed or Included in this Scope of Work | X | | |
| Office Equipment | Not Proposed or Included in this Scope of Work | X | | |
| Medical Equipment | Not Proposed or Included in this Scope of Work | X | | |
| Exhibit Equipment | Not Proposed or Included in this Scope of Work | X | | |
| **DIVISION 12 - FURNISHINGS** | | | | |
| Furnishings | Not Proposed or Included in this Scope of Work | X | | |
| Art | Not Proposed or Included in this Scope of Work | X | | |
| Casework | Not Proposed or Included in this Scope of Work | X | | |
| Countertops | Not Proposed or Included in this Scope of Work | X | | |
| Window Treatments | Not Proposed or Included in this Scope of Work | X | | |
| Office Furniture | Not Proposed or Included in this Scope of Work | X | | |
| Hospitality Furniture | Not Proposed or Included in this Scope of Work | X | | |
| Classroom Furniture | Not Proposed or Included in this Scope of Work | X | | |
| Library Furniture | Not Proposed or Included in this Scope of Work | X | | |
| Student Housing Furniture | Not Proposed or Included in this Scope of Work | X | | |
| Laboratory Furniture | Not Proposed or Included in this Scope of Work | X | | |
| Systems Furniture | Not Proposed or Included in this Scope of Work | X | | |
| Audience Furniture | Not Proposed or Included in this Scope of Work | X | | |
| Booths and Tables | Not Proposed or Included in this Scope of Work | X | | |
| Interior Plants and Planters | Not Proposed or Included in this Scope of Work | X | | |

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# Scope of Work / Delineation of Responsibilities

| Description | Details | Excluded | Modular Genius Inc | Client |
|---|---|---|---|---|
| Custom Millwork and Cabinets | Not Proposed or Included in this Scope of Work | X | | |
| **DIVISION 13 - SPECIAL CONSTRUCTION** | | | | |
| Special Construction | Not Proposed or Included in this Scope of Work | X | | |
| **DIVISION 14 - CONVEYOR SYSTEMS** | | | | |
| Conveyor Systems (i.e. Elevators) | Not Proposed or Included in this Scope of Work | X | | |
| **DIVISION 15 - MECHANICAL** | | | | |
| **Plumbing - Water** | | | | |
| Water Service | Not Proposed or Included in this Scope of Work | X | | |
| **Plumbing - Sanitary Sewer** | | | | |
| Sanitary Sewer Service | Not Proposed or Included in this Scope of Work | X | | |
| **Fire Suppression** | | | | |
| Fire Suppression | Not Proposed or Included in this Scope of Work | X | | |
| **Heating, Ventilation and Air Conditioning** | | | | |
| Certified HVAC Test and Balance | The Contractor shall supply all required expertise, labor, tools, equipment, materials, and services required to provide a complete certified test and balance of the HVAC system in accordance with the prepared plans, specifications. | | | X |
| **DIVISION 16 - ELECTRICAL** | | | | |
| **Electrical Service** | | | | |
| Electrical Service - (Existing Source to the Proposed Modular Building) | Complete electrical service from existing power source to the proposed building. Includes, excavation, conduit, wire, transformers, disconnects, switchgear, inspections and tie-ins. | | | X |
| **Site Lighting** | | | | |
| Site Lighting | Not Proposed or Included in this Scope of Work | X | | |
| **Electrical Building** | | | | |
| Electrical Crossover @ Matelines | Building manufacturer shall furnish all install all branch circuits from the individual devices and terminate at the mateline in a junction boxes as required by code. The building manufacturer shall leave enough wire to cross the building mateline and allow for a cross-over connection. This additional wiring shall be coiled up and properly marked to by the manufacturer. Electrical contractor shall uncoil the wire, fasten per code, make necessary slices/connections and test to insure the circuit is properly working | | | X |
| **Telephone and Data** | | | | |
| Telephone and Data | Not Proposed or Included in this Scope of Work | X | | |
| **Cable Television** | | | | |
| Cable Television | Not Proposed or Included in this Scope of Work | X | | |
| **Sound/Video** | | | | |
| Sound/ Video | Not Proposed or Included in this Scope of Work | X | | |
| **Security System** | | | | |
| Security System | No materials or labor is included or proposed in this scope of work | X | | |
| **Clock System** | | | | |
| Clock System | Not Proposed or Included in this Scope of Work | X | | |
| **Public Address, Mass Notification** | | | | |
| Public Address / Mass Notification | Not Proposed or Included in this Scope of Work | X | | |
| **Energy Management Systems** | | | | |
| Energy Management Systems | Not Proposed or Included in this Scope of Work | X | | |
| **Fire Alarm** | | | | |
| Fire Alarm | Not Proposed or Included in this Scope of Work | X | | |
| **Nurse Call** | | | | |
| Nurse Call | Not Proposed or Included in this Scope of Work | X | | |

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# Schedule

| Description | Duration | Start | Finish | Notes |
|---|---|---|---|---|
| **TOTAL PROJECT** | **84 days** | **Tue 24-04-09** | **Tue 24-08-06** | |
| **PROPOSAL & CONTRACT** | **10 days** | **Tue 24-04-09** | **Mon 24-04-22** | |
| Proposal Submitted | 0 days | Tue 24-04-09 | Tue 24-04-09 | MGI |
| Proposal Review | 5 days | Tue 24-04-09 | Mon 24-04-15 | Client |
| Contract Negotiation | 5 days | Tue 24-04-16 | Mon 24-04-22 | MGI/Client |
| Executed Contract | 0 days | Mon 24-04-22 | Mon 24-04-22 | MGI/Client |
| **ENGINEERING & APPROVALS** | **54 days** | **Tue 24-04-23** | **Tue 24-07-09** | |
| Geotech Testing and Report | 10 days | Tue 24-04-23 | Mon 24-05-06 | Client |
| Building MFG Approval Drawings | 5 days | Tue 24-04-23 | Mon 24-04-29 | MGI |
| Customer Review/Approval of MFG Drawings | 3 days | Tue 24-04-30 | Thu 24-05-02 | Client |
| Building MFG Drawings-Final | 5 days | Fri 24-05-03 | Thu 24-05-09 | MGI |
| Foundation Drawings | 10 days | Fri 24-05-10 | Thu 24-05-23 | MGI |
| Deck, Step & Ramp Drawings | 10 days | Fri 24-05-03 | Thu 24-05-16 | MGI |
| Site and Civil Drawings | 10 days | Fri 24-05-03 | Thu 24-05-16 | Client |
| Modular Building 3rd Party/State Approval | 30 days | Fri 24-05-10 | Fri 24-06-21 | MGI |
| Local Approval | 10 days | Mon 24-06-24 | Mon 24-07-08 | Client |
| All Permits Released | 0 days | Tue 24-07-09 | Tue 24-07-09 | Client |
| **MODULAR BUILDING MANUFACTURING** | **44 days** | **Fri 24-05-10** | **Fri 24-07-12** | |
| Material Procurement | 10 days | Fri 24-05-10 | Thu 24-05-23 | MGI |
| Modular Building Production | 10 days | Mon 24-06-24 | Mon 24-07-08 | MGI |
| Modular Building Transportation | 3 days | Wed 24-07-10 | Fri 24-07-12 | MGI |
| **EXISTING BUILDING DEMOLITION** | **13 days** | **Wed 24-06-05** | **Fri 24-06-21** | |
| Mobilization | 2 days | Wed 24-06-05 | Thu 24-06-06 | MGI |
| Demolition of Existing Building | 3 days | Fri 24-06-07 | Tue 24-06-11 | MGI |
| Excavation of Existing Foundation | 3 days | Wed 24-06-12 | Fri 24-06-14 | MGI |
| Backfill & Compaction | 3 days | Mon 24-06-17 | Wed 24-06-19 | MGI |
| Rough Grade | 2 days | Thu 24-06-20 | Fri 24-06-21 | MGI |
| **MODULAR BUILDING INSTALLATION** | **4 days** | **Mon 24-07-15** | **Thu 24-07-18** | |
| Mobilization | 1 day | Mon 24-07-15 | Mon 24-07-15 | MGI |
| Rough Setup | 1 day | Tue 24-07-16 | Tue 24-07-16 | MGI |
| Remove Shipping Materials | 1 day | Tue 24-07-16 | Tue 24-07-16 | MGI |
| Anchor Building | 1 day | Tue 24-07-16 | Tue 24-07-16 | MGI |
| Complete Exterior Finish at Matelines | 1 day | Wed 24-07-17 | Wed 24-07-17 | MGI |
| Complete Interior Finish at Matelines | 1 day | Wed 24-07-17 | Wed 24-07-17 | MGI |
| Skirt Framing Installation | 1 day | Thu 24-07-18 | Thu 24-07-18 | MGI |
| **MODULAR BUILDING UTILITIES** | **4 days** | **Wed 24-07-17** | **Mon 24-07-22** | |
| Complete Electrical in Building | 3 days | Wed 24-07-17 | Fri 24-07-19 | Client |
| Complete Phone/Data | 3 days | Wed 24-07-17 | Fri 24-07-19 | Client |
| Test Electrical | 1 day | Mon 24-07-22 | Mon 24-07-22 | Client |
| Test Phone/Data | 1 day | Mon 24-07-22 | Mon 24-07-22 | Client |
| **SITEWORK FINSIHING** | **5 days** | **Fri 24-07-19** | **Thu 24-07-25** | |
| Skirt Face Material Installation | 1 day | Fri 24-07-19 | Fri 24-07-19 | MGI |
| Finish Grade | 1 day | Mon 24-07-22 | Mon 24-07-22 | MGI |
| Sidewalks | 2 days | Mon 24-07-22 | Tue 24-07-23 | Client |
| Deck, Ramp & Step Installation | 2 days | Mon 24-07-22 | Tue 24-07-23 | MGI |
| Landscaping/Site Restoration | 2 days | Wed 24-07-24 | Thu 24-07-25 | Client |
| **INSPECTIONS & CLOSEOUT** | **8 days** | **Fri 24-07-26** | **Tue 24-08-06** | |
| Subcontractor Inspections | 1 day | Fri 24-07-26 | Fri 24-07-26 | MGI |
| Subcontractor Punchlist | 1 day | Mon 24-07-29 | Mon 24-07-29 | MGI |
| MGI Inspections | 1 day | Tue 24-07-30 | Tue 24-07-30 | MGI |
| MGI Punchlist | 1 day | Wed 24-07-31 | Wed 24-07-31 | MGI |
| Substantial Completion | 0 days | Thu 24-08-01 | Thu 24-08-01 | MGI |
| Owner/Local Inspections | 1 day | Fri 24-08-02 | Fri 24-08-02 | MGI/Client |
| Owner/local Punchlist | 1 day | Mon 24-08-05 | Mon 24-08-05 | MGI/Client |
| Final Completion | 0 days | Tue 24-08-06 | Tue 24-08-06 | MGI/Client |

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# Proposal Clarifications

**Contractual - General Clarifications**

As a result of the recent pandemic, natural disasters, steel tariffs, material, freight and supply chain challenges, etc.; all material and freight proposal costs and/or project schedule needs to be reviewed at the time of order placement and subject to change as required to cover any increases and/or changes in schedule. Once the order has been placed and in the event the customer misses key project milestone dates agreed upon in the published schedule, Modular Genius, Inc. reserves the right to revise the project schedule and/or pricing and pass along price increases to the Owner/Contractor

In order to account for variations in fuel pricing, freight/delivery prices are subject to fuel surcharges at time of order. MGI reserves the right to pass through, without profit or mark up, any documented surcharge for fuel, delivery or transportation which may be imposed, from time to time, by any sub-subcontractor, supplier or transportation vendor. Such cost pass through shall NOT constitute a change order and shall not require Owner/Contractor approval.

MGI reserves the right to extend the stated time for performance for any uncontrollable delay in the supply chain and/or supply of materials/components upon documentation to Owner/Contractor and without receiving a change order. In no event shall MGI be liable for any delayed performance resulting directly, or indirectly, from any issue attendant to the supply or procurement of goods or components unless such condition is caused by its negligence or breach of contract.

This proposal is good for a period of up to 30 (thirty) days from the date of the proposal. Upon expiration of this proposal, please request updated pricing as needed.

Modular Genius Inc.'s Proposal, in its entirety, shall be included and made a part of any contract resulting from this Proposal. In the event of conflict, the contents of the Proposal shall be considered binding upon the parties and supersede any and all other documents.

Modular Genius Inc.'s delivery, installation, modification and removal of the equipment described in this proposal is subject to delays due to fire, flood, windstorm, riot, civil disobedience, strike, failure to secure materials from the usual source of supply, Act of God, or any other circumstances beyond Modular Genius Inc.'s control.

The definitive project completion schedule shall be mutually negotiated and agreed to by the parties upon execution of an agreement.

Customer will provide free and clear access for delivery, installation and removal (if required) of the equipment by standard mobile transport vehicles. The Customer will be solely responsible for preparation of the site on which the equipment is to be used, including any required structural or grade alterations. The Customer will provide firm and level ground on no more than a six-inch (6") slope from one end to the other for safe and unobstructed installation for the equipment. Modular Genius Inc. ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF, OR THE UTILITIES AVAILABLE AT THE SITE.

Modular Genius Inc. will furnish its standard insurance certificate evidencing statutory Workers' Compensation, General Liability coverage of $1,000,000 per occurrence, $2,000,000 aggregate per policy, and Auto Liability with combined single limits of $2,000,000, to be effective while Modular Genius Inc. is working on the project site. The Customer and the property owner only shall be named on the Certificate as additional insureds with respect to liability coverage. Modular Genius Inc.'s insurance is primary with respect to its scope of work only. Waivers of subrogation and copies of policies will not be provided. Notices of cancellation will be provided in accordance with the provisions of the policy. Modular Genius Inc. will indemnify Customer against loss or liability to the extent where the cause or causes of said loss or liability are through the proven negligence or willful misconduct of Modular Genius Inc..

Risk of loss shall transfer to the Customer upon delivery of the Equipment to the Site

Unless a proper tax exemption certificate is approved by Modular Genius Inc. Risk Management, Customer will pay or reimburse Modular Genius Inc. for all sales, use, personal property and other taxes, fees or assessments related to the Equipment, its use or value, excluding taxes relating to income. The prices quoted herein exclude any and all such taxes, fees and assessments, and they will be delineated as a separate line on the Modular Genius Inc. invoice at time of billing.

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# Proposal Clarifications

For the purpose of acceptance, the Customer shall inspect the equipment within 48 hours following the substantial completion of the Modular Genius Inc. scope of work, and shall provide Modular Genius Inc. notice of defects in, or other proper objections to, the equipment. Such inspection and acceptance must take place prior to any beneficial occupancy of the equipment. Modular Genius Inc. reserves the right to correct such deficiencies within a reasonable time period. The Customer shall not proceed with corrections without the prior written approval of Modular Genius Inc.. Should the Customer fail to notify Modular Genius Inc. of defects within the required 48 hours period, it shall be presumed that the Customer has inspected the equipment and it is in good condition and is deemed acceptable to the Customer.

The Customer agrees not to interfere with the progress of the work, and not to occupy any portion of the building until all terms and conditions herein are fulfilled by both parties. Customer further agrees not to permit any workmen other than those of Modular Genius Inc. to work at or in the immediate vicinity of the building without Modular Genius Inc.'s written consent until Modular Genius Inc.'s work on the building is completed. The Customer agrees to pay Modular Genius Inc. for any damage that may be caused by anyone other than workmen or subcontractors of Modular Genius Inc., by reason of disturbing or damaging concrete forms, grade finishing or any construction work in process whatsoever.

Modular Genius Inc.'s price and schedule are based on the assumption that the site is environmentally clean and/or classified soils with no adverse subsurface conditions and water. If any are found, the Customer will be responsible for the remediation of pre-existing environmental conditions and the removal/displacement of subsurface conditions found at the project site.

**Contractual - Sale Transaction**

With regard to new/custom equipment, if the Customer terminates the contract prior to the fabrication of the modular building, then the Customer shall reimburse Modular Genius Inc. for all costs plus 15%. Once fabrication of the modular facility commences, the right of termination shall diminish and the full contract sum shall become due and payable.

The buildings are warranted for a period of one year from the date on which Modular Genius Inc. substantially completes its scope of work for installation of the buildings. Modular Genius Inc. will repair, or in its sole discretion replace, including material and labor, pending receipt of written notification from Customer, any structural component of the buildings found to be defective and having an adverse impact on the operation and occupancy of the buildings, except for such defects attributable to Customer's misuse/abuse/neglect. Modular Genius Inc. shall pass on all manufacturer's component warranties that may be available. This warranty is limited to "Normal" usage and exposure. The following are excluded by the definition of "Normal" and therefore from this warranty if such conditions exist: (a) failure to provide drainage of water from all surfaces on or around the buildings, (b) improper maintenance, (c) installation in an area subject to heavy snow, fall out of corrosive chemicals, ash or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufacturers, paper plants and the like, (d) Acts of God, vandalism, falling objects, external forces, explosion, fire, riots, acts of war and radiation, and (e) modifications or alterations performed by Customer that affect code compliance or the structural integrity of the buildings or their components.

**General Construction:**

This proposal is based on Modular Genius Inc. providing a building which meets the requirements for the State of Virginia. Any additional requirements or directives by local inspectors and/or other agencies shall be the responsibility of the Customer, and the Customer shall be responsible for providing such information to Modular Genius Inc..

Modular Genius Inc. standard building materials and installation methods have been provided for this building unless otherwise noted.

All dimensions provided are nominal.

Modular Genius Inc. will Facilitate Permit Coordination, Payment for Permits to Government Agencies Shall be Provided Directly by Customer

Modular Genius Inc. will provide all permits necessary for the manufacture and delivery of the module(s) to the site. The Customer shall obtain and be responsible for all permits pertaining to the building, installation, site work and occupancy, etc. Customer, prior to delivery, shall have obtained all necessary approvals and permits required for the installation of the equipment. Customer will indemnify and hold Modular Genius Inc. harmless from and against any fines, penalties and liabilities that may arise from the failure of Customer to obtain any necessary permits.

THIS DOCUMENT MAY CONTAIN MODULAR GENIUS, INC. CONFIDENTIAL OR PROPRIETARY MATERIAL FOR THE SOLE USE OF THE INTENDED RECIPIENT. ANY REVIEW, USE, DISTRIBUTION OR DISCLOSURE BY OTHERS IS STRICTLY PROHIBITED.

# Proposal Clarifications

| |
|---|
| In the event that any act or omission by Customer, including the failure of Customer to complete any work or obtain any permits for which it is responsible, or Customer's failure to make the site available and ready causes a delay in substantial completion, Customer will be liable for any additional costs incurred by Modular Genius Inc. to the extent caused by such delay. |
| Modular Genius Inc. if proposed is providing manufacturers building shop, foundation and step/deck/ramps drawings only. Any other drawings, certifications and/or tests required are to be supplied by others |
| The pricing provided herein is based on Non-Union Labor Open Shop Labor |
| The Customer shall be responsible for site security. |
| Modular Genius assumes that no hazardous materials exist in the existing building. Customer is responsible for providing certification that building is clear of hazardous materials. This proposal excludes any testing, certification, remediation, & disposal of any hazardous materials including but not limited to asbestos. |
| **Schedule:** |
| The Modular Genius Inc. proposal is based on a standard 40-Hour work week. Overtime, weekend or holiday labor, if required, may result in additional costs. |
| **Building:** |
| The Owner shall approve the manufacturer's shop drawings prior to fabrication of the modular facilities. |
| Customer will be responsible for normal maintenance such as changing HVAC filters, light bulbs, janitorial services, and other minor repairs. |
| Proposed building does not include exterior Fire Rated assemblies. If Fire Rated assemblies are required, due to the location of the module(s) to existing/proposed buildings and/or property lines, Modular Genius Inc. will provide at an additional cost. |
| **Site:** |
| Modular Genius Inc. assumes the minimum required distance from any and all assumed and/or common property lines. |
| All pricing is based on normal level site conditions and adequate access to or standard modular set-up procedures. |
| Modular Genius Inc. assumes clear access in all directions with off-street staging area. Customer shall provide parking control during staging and set-up as required. |
| Customer is responsible to insure the site grading allows water to run off away from the proposed buildings. The customer is also responsible to insure the proper grading is maintained while the buildings are on site to assure that water is not present under the structure. |
| Excavated dirt shall be stockpiled on site for removal by others. |
| Modular Genius Inc. for reasons of safety and schedule considerations fully expects that the portable site be clear of all other trade's and any excavations or ditches caused by those trades until such a time that the "Modular Buildings" are in place and anchored, and that access to the portable site will not be constrained by other subcontractors of trades that are not contained in our scope of work. |
| Modular Genius Inc. assumes that all electrical, water supply and sewer are sized to provide adequate supply to the modular building. Should any system not be sufficiently sized, Owner would be responsible for the cost to adjust any system to provide sufficient supply/volume to the new modular building. |
| A staging area located on the project site of adequate size to allow the installation of the modular units on the building pad without delay. |
| Suitable and acceptable access to the site for the module size(s) to be provided. |
| No dewatering of subsurface water. |
| All underground obstructions, if any, within the proposed building envelope/work area to be located and marked above grade, by others. |

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# Proposal Clarifications

| |
|---|
| Storm water management/erosion and sedimentation control by others. |
| Modular Genius, Inc. is not responsible for excavation or removal of below grade foundation. |
| **Foundation:** |
| As a result of no geotechnical report provide, Modular Genius Inc, has proposed foundation pier quanities and sizes based on the assumption of the soils being aquate to support the intended building loads. |
| Assume minimum 2,500 PSF soil compaction at grade and/or frost line. |
| A soils test may be required by the local building department to support the foundation design. The cost of the soil test and any design changes resulting from this report will be the responsibility of the Customer. |
| Modular Genius Inc. assumes no responsibility for the design and/or installation of the foundations including, but not limited to soil bearing capacity, materials, workman-ship, construction methods or the suitability thereof. Also, this proposal is based on all foundation work being completed, cured, acceptable for all intended loads and free of obstructions prior to time of delivery of modules |
| **Building Installation/Setup:** |
| Placement of module(s) to be accomplished by the use of truck/translift. Modular Genius, Inc proposal is based on adequate access to the site and conditions necessary to support the truck and/or translift at the location necessary to allow installation of the modular building as proposed. |
| Wheels and axles to remain and stored under module(s). Hitches will be removed and stored under module(s). |
| **Decks, Steps and Ramps:** |
| Ramps, steps and decks constructed of aluminum at a finish floor height not to exceed 42" above grade. Modular Genius will field measure finish floor heights at the exterior doors to verify existing conditions and provide a change order for approval if necessary |
| **Electric:** |
| Public address consists of J-boxes and empty conduit with fish wire only; down through floor – Materials and labor to install the system by others |
| Fire alarm system consists of J-boxes and empty conduit with fish wire only; down through floor – Materials and labor to install the system by others |
| Phone and Data systems consists of J-boxes and empty conduit with fish wire only; down through floor – Materials and labor to install the system by others |
| Electrical crossovers at the matelines shall be completed by others |
| **Mechanical:** |
| H.V.A.C. certified testing and balancing by others. |

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ANY REVIEW, USE, DISTRIBUTION OR DISCLOSURE BY OTHERS IS STRICTLY PROHIBITED.

Rigor • Relevance • Relationships
TAZEWELL County Public Schools

PRODUCT OR SERVICE Exterior Lighting

DATE AND TIME OPENED 5/3/24 10:00am

INVITATION TO BID ☑ REQUEST FOR PROPOSAL ☐ QUOTE ☐

**WITNESS TO OPENING:**

| SIGNATURE | COMPANY | TELEPHONE NUMBER |
|---|---|---|
| Kyle Ramsey | Lightserve | 704.641.1504 |
| Eugene Wh | TCPS | 276-988-2222 |
| J Cox | TCPS | 276-988-5511 |
| | | |
| | | |
| | | |
| | | |

**RECEIVED FROM:**

| COMPANY | RECEIVED | AMOUNT | NOTES |
|---|---|---|---|
| Dublin Electrical | | $83,235.00 | Winning Bid |
| Light Serve | | $ 84,100.41 | |
| | | | |
| | | | |
| | | | |
| | | | |

DUBLIN ELECTRICAL CONTRACTORS INC

*Shipping Address: 5635 Dunlap Rd., Dublin, VA 24084*
*Mailing Address: P.O. Box 1248, Dublin, VA 24084*
*(540) 674-1037 phone (540) 674-0251 fax*
*Visit us on the Web @* **dublinelectricalinc.com**

May 6, 2024

Tazewell County Public Schools
506 Jeffersonville Street
Tazewell, VA 24651

Attn: Mr. Eugene Parkhurst

Ref: Replacement Lighting

Dear Mr. Parkhurst,
We are pleased to submit for your consideration and approval a Lump Sum Bid Price to furnish all labor, equipment and material necessary to:

- Remove and replace fixtures/luminaires one for one as per request and list provided by Tazewell County Schools to include following abbreviated schools: CBE, RHS, RES, RMS, TIS, TMS, THS, TPS, TCCTC, Maintenance, Dudley, GIS, GMS, GHS, and ABBV.
- Furnish any associated Misc. materials for turn-key installation fixtures.

**Estimated Completion Time:** 13 to 14 working days dependent upon availability of fixtures/luminaires.

**Note:** Our quote assumes conformity with Davis Bacon Wage Act.

Exclusions:
1. Bid Bond. If bid bond is required, add 3% of contract amount to bid price.
2. All charges by Power Company.

Terms:
Net 30. On a project over 30 day's duration, progress billing will be made monthly to include work in place and material stored on site.
Unpaid balances are subject to 1 ½% per month late charge.
Unless otherwise noted, quote is extended for 15 calendar days from date of quote.

Lump Sum Bid Price: **$83,235.00**

Thank you for the opportunity to quote on this project and we look forward to working with you.

Sincerely,

Aaron Morris
Dublin Electrical Contractors, Inc.

ACM/sr
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VA Class A License #: 2705060434 SWAM Certification:725984 EVA ID:VS0000205802

**Per School Breakout**

- CBE – **$5,870.00**
  - **Materials: $3,289.83**
  - **Labor: $2,580.17**
- RHS – **$3,890.00**
  - **Materials: $2,043.96**
  - **Labor: $1,846.04**
- RES – **$5,595.00**
  - **Materials: $3,367.44**
  - **Labor: $2,227.56**
- RMS – **$11,720.00**
  - **Materials: $8,230.64**
  - **Labor: $3,489.36**
- TIS – **$690.00**
  - **Materials: $328.91**
  - **Labor: $361.09**
- TMS – **$4,750.00**
  - **Materials: $2,169.26**
  - **Labor: $2,580.74**
- THS – **$4,450.00**
  - **Materials: $2,654.79**
  - **Labor: $1,795.21**
- TPS – **$5,750.00**
  - **Materials: $2,576.48**
  - **Labor: $3,173.52**
- TCCTC – **$10,200.00**
  - **Materials: $6,938.49**
  - **Labor: $3,261.51**
- Maintenance – **$660.00**
  - **Materials: $274.09**
  - **Labor: $385.91**
- Dudley – **$2,350.00**
  - **Materials: $1,099.01**
  - **Labor: $1,250.99**
- GIS – **$3,740.00**
  - **Materials: $1,683.72**
  - **Labor: $2,056.28**
- GMS – **$7,100.00**
  - **Materials: $4,025.26**
  - **Labor: $3,074.74**
- GHS – **$13,370.00**
  - **Materials: $6,656.56**
  - **Labor: $6,713.44**
- ABBV – **$2,100.00**
  - **Materials: $877.10**
  - **Labor: $1,222.90**
- Misc. additional fixtures - **$1,000.00**

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LIGHTSERVE®

| Tentative Project Schedule | | |
|---|---|---|
| Date | Action | Notes |
| 5/9/2024 | Contract Executed | |
| 5/10/2024 | Material Ordered | All products 5 year warranty and UL Listed. (Keystone Technologies) |
| 5/17/2024 | Complete Badging/Certification | |
| 5/24/2024 | Pre Construction Site Walk | Finalize schedule, timing and order of schools to be completed |
| 6/1/2024 | Begin Installastion | |
| 6/14/2024 | Completion of Installation | |
| 6/15/2024 | Walk Thru with Tazewell County | Confirm scope of work completed |
| 6/18/2024 | Invoice in Full | |
| 6/18/2024 - 6/18/2025 | 1 year workmanship warranty. | |

# Lightserve Corporation Bid

Labor Total Amount $32,550.00

Material Total Amount $51,550.41

Total Amount $84,100.41

By:

Name: Jason Bradford / CFO

Date: 5/2/24

# Continuing Contract Renewal List
# 2024-2025

1. Coal Services - Lebanon Coal Yard $267.00 per ton delivered(includes freight)

2. Chemical Treatment Services - Southern Air Annual cost $10,380.00. Monthly payments of $865.00

3. Fuel Services - Southern Gas & Oil

| | |
|---|---|
| Gasoline (87 oct min, E-10 | $2.5598 per gal* |
| Diesel Fuel, on road | $2.5909 per gal* |

*(please note terminal prices change daily, our fixed markup will be $0.09 per gal)

4. Fire Extinguisher Inspection/Service - Premier Fire Protection

| | |
|---|---|
| -Annual fire extinguisher inspection | $5.00 each |
| -Semi-annual Fire System Inspection | $85.00 plus parts |

5. Range Hood Inspection/Services - Premier Fire Protection

| | |
|---|---|
| -Semi-annual hood cleaning | $225.00 per school |

6. Fire Alarm Inspection/Services - Building System Technology $10,000.00 annually

7. Elevator service/inspections - Otis Elevators $11,893.08 annually/$ 991.09 per month

8. Chair Lift service/inspection - Romar Elevator $1,050.00

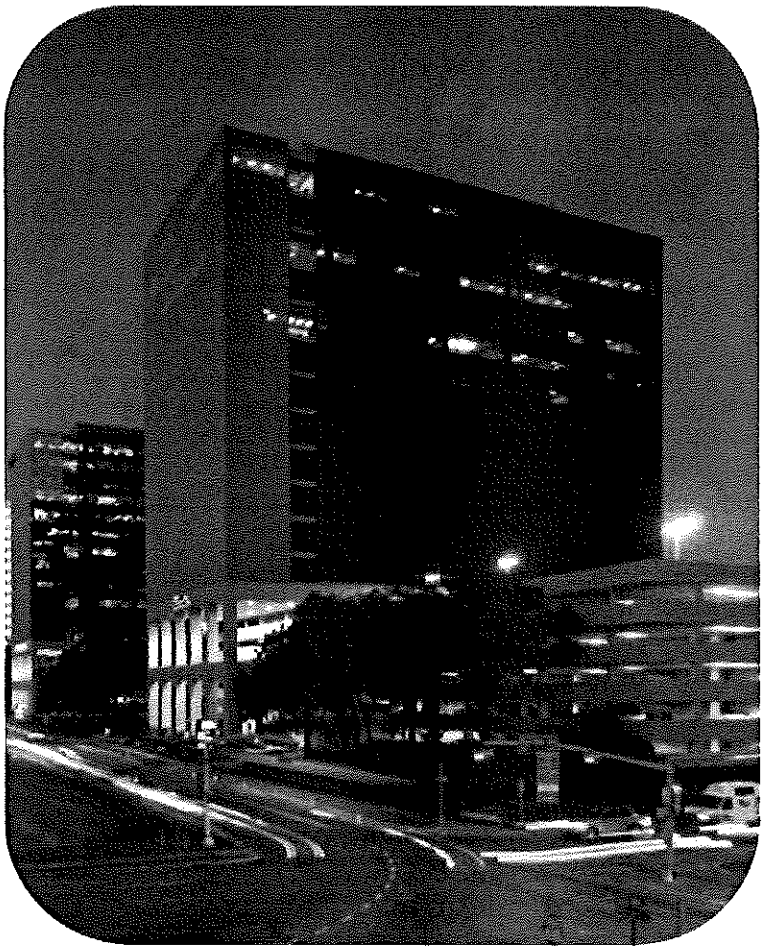
| | |
|---|---|
| -first hour labor rate | $250.00 |
| -per hour for each additional | $200.00 |

9. Propane $1.85 per gallon

10. Cylinder Gas

| | |
|---|---|
| Acetylene - 145 | $45.61 |
| Acetylene- MC | $21.93 |
| Argon - 300 | $39.38 |
| Oxygen - 20 | $10.05 |
| Oxygen - 150 | $10.99 |
| Oxygen - 200 | $13.85 |
| Propylene - 100# | $240.89 |
| ShieldPro 101-300 | $40.78 |
| Hazmat/Compliance | $7.30 |

# Trane Turnkey Proposal



**Turnkey Proposal For:**
Tazewell County Schools

**Local Trane Office:**
Trane U.S. Inc.
10384 Wallace Alley Street
Kingsport, TN 37663

**Local Trane Representative:**
Rod Thaxton
Office Phone: (423) 224-1150

**Proposal ID:** 7669988
**COOP Quote Number:** J3-161652-24-003
**COOP or Federal Contract ID:** OMNIA Racine #3341

**Date:** March 21, 2024

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**Prepared For:**
Tazewell County Schools

**Date:**
March 21, 2024

**Job Name:**
Graham Middle School Split System Installation

**Proposal ID:**
7669988

**Delivery Terms:**
Freight Allowed and Prepaid – F.O.B. Factory

**Payment Terms:**
Net 30

**State Contractor License Number:**
VA2710011902

**Proposal Expiration Date:**
30 Days

# Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Tazewell County Schools and based on the site surveys performed on MM/DD/YYYY.

## Turnkey Installation of HVAC Equipment

Weight Room and SENTRY Room Units to be:

- HP-1 and HP-2
- 2- TRANE 4TWA4 Heat Pump Outdoor Units
- 4 Ton - Nominal Cooling Capacity
- 200 - 230 Volt 3 Phase 60 Hertz
- 2- TRANE Multi-poise 4-way 4 Ton air handlers
- 208-230/1/60
- Standard Coil
- Low Ambient Control w/ Evap. Defrost
- Touchscreen Programmable 4H/2C
- 18.0/24.0 kW Htr/Ckt Brk 208/240/1
- External filter rack
- Breaker Seal Kit BAYHTR1504-20 kW
- 5 year labor warranty
- 5 year parts warranty

***18-20 Week Lead time on Split System HP's***

Class Room Unit to be:

- 1- Mitsubishi/ TRANE TRUZH0241HA10NA Hyper Heat
- TPLA0A0241EA80A 3x3 Ceiling Cassette
- X87-721 Condensate Pump MPLS385812T-50 Lineset
- TLP-41EAEU Grille
- QSWBSS Wall Mount Bracket
- WB-PA5 Front Wind Baffle
- WB-RE5 Rear Wind Baffle
- WB-SD5 Side Wind Baffle
- TAR-CT01MAU-SB Wired Controller
- 5 year parts warranty
- 5 year labor warranty

***3-4 Week Lead Time on Ductless Split System***


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## Mechanical Installation on Split System HP's

**Weight Room**

- Deliver the new equipment to the site
- Remove and dispose of the existing steam heater
- Steam and condensate piping will be left in place
- Hang the new air handling unit near the existing ductwork system
- Set the outdoor unit at the exterior wall using a preformed pad
- Modify the existing ductwork to connect the new equipment
- Refrigerant piping between the condensing and air handling units including pipe insulation
- Insulation of the existing and new ductwork with bubble wrap insulation
- Condensate drain piping to the nearest disposal point outdoors
- Electrical power wiring for the new equipment from an existing power panel in the work area
- Control and interlock wiring required by the new equipment
- Mount digital thermostat on wall
- Startup of the new equipment and refrigerant charge

**New Class Room**

- Deliver the new equipment to the site
- Hang the new air handling unit near the existing ductwork system
- Set the outdoor unit at the exterior wall using a preformed pad
- Install minimal ductwork to connect the new equipment for air distribution
- Insulation of the new ductwork with bubble wrap insulation
- Refrigerant piping between the condensing and air handling units including pipe insulation
- Condensate drain piping to the nearest disposal point outdoors
- Electrical power wiring for the new equipment from an existing power panel in the work area
- Control and interlock wiring required by the new equipment
- Mount digital thermostat on wall
- Startup of the new equipment and refrigerant charge

**Existing Class Room**

- Delivery of all equipment and material to site
- New 20 Amp electrical service to be installed to outdoor unit location with disconnect
- Connect outdoor unit to new electrical service on exterior wall
- Outdoor unit to be mounted on wall bracket
- Ceiling cassette indoor unit to be installed in in ceiling grid as close to center as possible
- Install mini split condensate pump with condensate to be drained outdoors
- Start up of the new equipment and refrigerant charge



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# Pricing and Acceptance

Tazewell County Schools

Site Address:
Graham Middle School
1 Academic Cir
Bluefield, VA 24605

## Price

Total Net Price (*Including appropriate Sales and/or Use Tax, if required by law)*.....$79,988.00

## Financial items not included

- Mechanical, electrical, or structural engineering including drawings
- Repair parts or labor associated with any system deficiencies unless specifically outlined above
- Work beyond normal business hours unless specified above
- Balancing beyond the new equipment
- Connection of any equipment to a fire alarm panel
- Payment and Performance or Bid Bonds
- Guarantee of any energy, operational, or other savings

Respectfully submitted,



Rod Thaxton
Trane U.S. Inc.
Office Phone: (423) 224-1150



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## ACCEPTANCE

**This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).**

**We value the confidence you have placed in Trane and look forward to working with you.**

**Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.**

| | |
|---|---|
| Submitted By: Rod Thaxton | Cell:<br>Office: (423) 224-1150<br>Proposal Date: March 21, 2024 |
| **CUSTOMER ACCEPTANCE**<br>Tazewell County Schools | **TRANE ACCEPTANCE**<br>Trane U.S. Inc. |
| Authorized Representative | Authorized Representative |
| Printed Name | Printed Name |
| Title | Title |
| Purchase Order<br><br>Acceptance Date: | Signature Date<br><br>License Number: VA2710011902 |



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**Clinch Valley Printing**
**2853 Fincastle Turnpike**
**North Tazewell, VA 24630**
**Phone: 276.988.5410**
**email: cvpquotes@clinchvalleyprinting.com**

**Estimate Number: E09-27296** 4/10/2024

Customer ID: N/A
Michelle Leigh Brown
Tazewell Co School Board

This estimate is based on the specifications submitted at the time of request. Any deviation from the information provided may alter the actual cost of the finished product. Final price is subject to change based on the artwork and specifications provided. This estimate shall remain valid for ten (10) days. Clinch Valley Printing is not responsible for errors if the job is printed per the client™s authorized proof or should the client decline to review a proof. Your approval of a PDF proof shall constitute authorization.
Design and file manipulation will be billed at $60.00 per hour with a 15 minute minimum. If an inside delivery is required, additional charges will apply.
Terms to be determined on a per client basis.

Due to supply chain issues job completion and delivery are subject to material availability.

Credit card payments will be charged an additional 3%

**Terms: Net 30 Days**

| **Quantities** | **6500** | **0** | **0** |
|---|---|---|---|
| **Unit Cost:** | $1.02815 | $0 | $0 |
| **Unit Cost per 1000:** | $1,028.15 | $0.00 | $0.00 |
| **Estimate Price:** | **$6,683.00** | **$0.00** | **$0.00** |

## Estimate Specifications

| | |
|---|---|
| **Description** | Tazewell Co School Handbook (2024-2025) 40pp |
| **Type of Estimate:** | Booklet |
| **Finished Size:** | 8.5 x 11 |
| **Total Pages in Booklet:** | 40 |
| **Difficulty Factor:** | 4 Color - BR |
| **Graphics Operations:** | 2 File Manip/Imp. Preparation(s), 1 Preflight Preparation(s) |
| **Finishing Operations:** | 3 - knife booklet trimming, Folding |
| **Additional Operations:** | Packaging, Design, Litho Perf |

**Estimate Notes:**
Press Ready Files Provided
3 Hours of CVP Design/Typesetting Included

PDF PROOF

Client Pick Up, Packaged Per School

**8 Page 4/1**

| **Quantities** | **6500** | **0** | **0** |
|---|---|---|---|
| **Finished Size:** | 8.5 x 11 | | |
| **Stock Description:** | Husky Opaque Offset No Reference Code, White, 60# | | |
| **Difficulty Factor:** | 4 Color - SC | | |
| **Ink Group:** | 4/1 Process/K | | |
| **Ink Colors Front:** | Process, Process, Process, Process | | |
| **Ink Colors Back:** | Black | | |

**Estimate Number: E09-27296**

**32 Pages 1/1**

| **Quantities** | **6500** | **0** | **0** |
|---|---|---|---|
| **Finished Size:** | 8.5 x 11 | | |
| **Stock Description:** | Husky Opaque Offset No Reference Code, White, 60# | | |
| **Difficulty Factor:** | 1 Color - SC | | |
| **Ink Group:** | 1/1 Black | | |
| **Ink Colors Front:** | Black | | |
| **Ink Colors Back:** | Black | | |

**Authorized By:**_____ **Date:**_____

CLINCH VALLEY
— PRINTING —

**Clinch Valley Printing**
**2853 Fincastle Turnpike**
**North Tazewell, VA 24630**
**Phone: 276.988.5410**
**email: cvpquotes@clinchvalleyprinting.com**

**Estimate Number: E09-27295** 4/24/2024

Customer ID: N/A
Michelle Leigh Brown
Tazewell Co School Board

This estimate is based on the specifications submitted at the time of request. Any deviation from the information provided may alter the actual cost of the finished product. Final price is subject to change based on the artwork and specifications provided. This estimate shall remain valid for ten (10) days. Clinch Valley Printing is not responsible for errors if the job is printed per the client™s authorized proof or should the client decline to review a proof. Your approval of a PDF proof shall constitute authorization.
Design and file manipulation will be billed at $60.00 per hour with a 15 minute minimum. If an inside delivery is required, additional charges will apply.
Terms to be determined on a per client basis.

Due to supply chain issues job completion and delivery are subject to material availability.

Credit card payments will be charged an additional 3%

**Terms: Net 30 Days**

| **Quantities** | **6500** | **0** | **0** |
|---|---|---|---|
| **Unit Cost:** | $1.40585 | $0 | $0 |
| **Unit Cost per 1000:** | $1,405.85 | $0.00 | $0.00 |
| **Estimate Price:** | **$9,138.00** | **$0.00** | **$0.00** |

## Estimate Specifications

| | |
|---|---|
| **Description** | Tazewell Co School Calendar (2024-2025) |
| **Type of Estimate:** | Booklet |
| **Finished Size:** | 8.5 x 11 |
| **Total Pages in Booklet:** | 36 |
| **Difficulty Factor:** | 4 Color - BR |
| **Graphics Operations:** | 2 File Manip/Imp. Preparation(s), 1 Preflight Preparation(s) |
| **Finishing Operations:** | 3 - knife booklet trimming, Folding |
| **Additional Operations:** | Packaging, Calendar Punch, Design |

**Estimate Notes:**
Press Ready Files Provided
8 Hours of CVP Design/Typesetting Included

PDF PROOF
Assembled Digital Color Proof

Client Pick Up, Packaged Per School

**Estimate Number: E09-27295**

**Cover**

| **Quantities** | **6500** | **0** | **0** |
|---|---|---|---|
| **Finished Size:** | 8.5 x 11 | | |
| **Stock Description:** | House Gloss Cover No Reference Code, White, 80# | | |
| **Difficulty Factor:** | 4 Color - BR | | |
| **Ink Group:** | 4/4 Process | | |
| **Ink Colors Front:** | Process, Process, Process, Process | | |
| **Ink Colors Back:** | Process, Process, Process, Process | | |
| **Additional Operation:** | AQ | | |

**Text**

| **Quantities** | **6500** | **0** | **0** |
|---|---|---|---|
| **Finished Size:** | 8.5 x 11 | | |
| **Stock Description:** | House Gloss Text No Reference Code, White, 80# | | |
| **Difficulty Factor:** | 4 Color - BR | | |
| **Ink Group:** | 4/4 Process | | |
| **Ink Colors Front:** | Process, Process, Process, Process | | |
| **Ink Colors Back:** | Process, Process, Process, Process | | |

**Authorized By:**_____ **Date:**_____

CLINCH VALLEY
PRINTING

Rigor • Relevance • Relationships
TAZEWELL
County Public Schools

PRODUCT OR SERVICE Applied Behavior Analysis Services

DATE AND TIME OPENED 5/3/24 2:00pm

INVITATION TO BID ☐ REQUEST FOR PROPOSAL ☒ QUOTE ☐

**WITNESS TO OPENING:**

| SIGNATURE | COMPANY | TELEPHONE NUMBER |
|---|---|---|
| Melanie Smith | TCPS | 276-988-5511 |
| Jean O'Dunn | TCPS | 276-988-5511 |
| J. Cox | TCPS | 276-988-5511 |
| | | |
| | | |
| | | |
| | | |

**RECEIVED FROM:**

| COMPANY | RECEIVED | AMOUNT | NOTES |
|---|---|---|---|
| Spring Health | 4/4/24 | $125/hr | Board Certified Behavior Analyst |
| | | $65/hr | Registered Behavior Technician |
| Rivermont Schools | 4/12/24 | $155/hr | Board Certified Behavior Analyst |
| | | $80/hr | Registered Behavior Technician |
| ProCare Therapy | 4/30/24 | $76.52-80.51 | Behavior Specialist (BCBA) |
| | | $55.33-58.02 | Behavior Technician |
| | | $51.44-54.20 | ABA Therapist |
| | | | |
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ProCare Therapy




**Tazewell County Public Schools**
**Applied Behavior Analysis Services**

Due: May 3, 2024

ProCare Therapy

May 3, 2024

Ms. Jessica Cox, Finance Director
Tazewell County Public Schools
506 Jeffersonville Street
Tazewell, VA 24651

In response to this RFP, the Directors of Educational Resources at ProCare Therapy have compiled the following response package, which includes all requested information concerning how we can provide the students of Tazewell County School Board with professional, meaningful and caring therapy services.

Here at ProCare, we understand how important it is for your students to receive the quality care they need. Like most of the firms who will respond to this RFP, we carefully source and screen special education professionals to place within your schools. We follow all state and federal guidelines regarding fingerprinting and background checks, and will work with you to minimize your current staff's administrative, workforce and HR responsibilities.

But children are more than paperwork and ProCare is more than a staffing firm.

Our mission is to help each child gain confidence and proudly achieve his or her full potential. To accomplish this, we partner with healthcare professionals who share our passion and are committed to ensuring the children of Tazewell County School Board receive the top-tier care, support and encouragement they deserve.

We have assembled the enclosed response to address your qualifying questions, alleviate your concerns, provide all-inclusive rates and showcase some of our compassionate healthcare professionals. It is our hope that this response will lay the foundation for us to begin working together to build the perfect program for your schools. Just like your teachers and staff, this is more than a business to us - this is personal, and we will work hard to ensure that we deliver on the promises contained in this proposal, day in and day out.

Thank you so much for your time and the opportunity to work with the children of Tazewell County School Board. If you have any questions, please contact me at 678-713-2608.

Sincerely,

Emily Morris

Emily Morris
Account Executive

5550 Peachtree Parkway, Suite 300
Peachtree Corner, GA 30092
T: 678-713-2608 F: 678-369-7731
emily.morris@procaretherapy.com

procaretherapy.com

# Table of Contents


**Qualifications of Firm and Staff ..... 4**

Who We Are ..... 5

***Administrative Staff*** ***..... 10***

Continued Training ..... 19

**Experience ..... 20**

**ProCare's Presence ..... 20**

**References ..... 22**

**Cost Proposal ..... 23**

Price Proposal ..... 23

# Qualifications of Firm and Staff

***Applicants are to provide information adequately describing their specific areas of expertise and other background information which may be useful in the evaluation process. This section should also include résumés of key individuals who would, in all probability, be involved in providing the requested services. Résumés should adequately describe an individual's experience and area(s) of expertise. Information pertaining to professional licenses or certifications held by individuals who will be providing services should also be included in response to this Request for Proposal. The minimum requirements for each firm/provider are as follows and documentation must be provided to verify these requirements are met:***

***1. National Provider Identifier***

FEIN: 26-1251927

***2. Providers licenses (BCBA, RBT, etc.)***

ProCare guarantees that all consultants provided to Tazewell County School Board will hold a current professional license in accordance with Virginia. Prior to the consultant's start, ProCare will fully credential all consultants and a file will be maintained and kept in our Atlanta office. If the licensure renewal period occurs during the period of the assignment, ProCare's credentialing division will assist the consultant with the renewal process. Once the license is renewed, Tazewell County School Board will receive a copy of the renewed state license. Our proactive approach in our credentialing processes eliminates any potential lapse in services.

Upon contract award, ProCare will provide our candidates' licensures. Additionally, we have provided our registration with the state of Virginia.

***3. Documentation of training, acknowledgement and acceptance of HIPPA regulations***

All ProCare placements will have the necessary training to provide services and acknowledge and accept HIPPA regulations.

***4. Demonstrate experience working with children and adolescents in an educational setting***

## *Who We Are*

ProCare Therapy is a leading provider of school-based professionals for school districts nationwide. Over the years, we've created partnerships with the industry's top school associations allowing us to recruit and train skilled healthcare professionals from a variety of sources. The focus of our efforts is to improve the quality and availability of therapy and special educational services in public schools.

At ProCare, we're professionals who *care* about what we do. We believe that reliability is not an option, simplicity is beautiful and that it's okay to stand out in a crowd, especially when you're standing out in front. As a true partner in education and one of the nation's most trusted providers of school-based therapy, we foster an environment of idea sharing, mentor support and professionalism in a positive atmosphere that begins in our administration department and continues throughout our entire organization.

## *What We Do*

Our goal is to be an asset to the children we serve and a resource to the schools we partner with. We offer one of the nation's most well-rounded portfolios of specialists including:

- Adaptive Physical Education Teachers
- Assistants - SLP, OT, PT
- Behavior Specialists
- Counselors
- Licensed Practical Nurses
- Life Skills Teachers
- Music Therapists
- Occupational Therapists
- Orientation & Mobility Specialists
- Physical Therapists
- Registered Nurses
- School Psychologists
- Sign Language Interpreters
- Social Workers
- Special Education Teachers
- Speech Language Pathologists
- Teachers of the Visually Impaired



## *How We Do It*

We employ only the best, most compassionate professionals dedicated to delivering exceptional services for every eligible child. Our professionals are handpicked because of their commitment to their chosen specialty and their unyielding desire to make a positive impact on the children they serve. To ensure we employ only committed individuals, we:

- Prescreen and conduct multiple interviews
- Check personal and professional references
- Offer an attractive compensation package that can include but are not limited to: professional development days, paid personal days and a diagnostic and therapy materials allowance

## *ProCare's Program Overview*

At ProCare Therapy, we are a leading staffing services provider specializing in placing highly qualified, school-based professionals in schools and districts like yours, nationwide. Though our focus is education, our client base spans the private and public sectors and includes several government programs where therapists are needed.

We have over 100 directors of educational resources and operate under a "full-desk" model, meaning our account managers also serve as our recruiters. This practice essentially cuts out the middleman and allows the person who best understands your needs to have immediate access to, and a pre-existing relationship with, the therapist who can best address those needs. Our ability to reach compassionate candidates is extended through our network of commonly owned brands. Even though our internal operations are separate, our mission to enhance the lives of children across the country permeates throughout each organization.




That's the business side of what we do. However, what we do is also very personal. Simply put, we *care*. We know that word gets thrown around a lot; it seems like most companies say they "care" these days. But do they show it?

For us, day-to-day business centers on our clients, our therapists and their students. Our highest priority is providing our therapists with whatever support they need to have a major impact on the lives of the children they work with, thereby creating ripples of success throughout the communities in which they work. We do this by offering our therapists the necessary services and inspiration to help them exceed expectations so they can focus on what matters most – their students and schools. We provide a

superior level of personal service, placing the emphasis on our interactions with our therapists and clients. *That* is how we show we care.

## *ProCare's Promise*



We promise to be your true partner in education. That means we will work side-by-side with your current staff to help your students reach their full potential and receive the high quality of care they deserve. It means that we take it upon ourselves to be thought leaders and immerse ourselves in the education industry, staying on top of trends both nationally and locally in Virginia. It means that, since 1997 we've been dedicated solely to connecting special education professionals to the school systems that need them most - and that makes us more than your provider—it makes us your partner.

### PROCARE'S PINNACLE SERVICE



When you partner with us, you can expect simple, trustworthy and consistent service. That is exactly what you'll get through our "full-desk" account management model. With this system, one individual acts as both account manager and recruiter so your needs aren't lost in translation, and you have the same contact throughout the lifecycle of your account.

Your director of educational resources will pre-screen therapists, facilitate interviews with Tazewell County School Board, act as a liaison between our credentialing division and stay in close communication with you to ensure our therapists are performing up to expectations, and identify additional staffing needs. Please see below for your director's contact information.

**Emily Morris**
Account Executive
678-713-2608
(678) 369 - 7731
emily.morris@procaretherapy.com

Please see the following pages for Emily's resume.

# Emily Morris

## Traits, Skills, and Qualifications

- Excellent interpersonal skills
- Versatility in teaching methods
- Creating assistive technology to differentiate instruction
- Efficient in Microsoft Word, PowerPoint, BullHorn, Fuse, and file archiving

## Employment

**ProCare Therapy** May 2023- Present

*Director of Educational Resources*

- Specialize in recruiting top-tier special education therapy providers, including Occupational Therapists, Speech Language Pathologists, and Physical Therapists
- Collaborate closely with school districts nationwide to identify and address specific needs of their special education students
- Builds & maintains a robust pipeline of qualified therapy providers by continuously sourcing and screening candidates
- Plays a crucial role in ensuring special education students receive services and support to optimize their learning and developmental growth

**Bitty & Beau's Coffee** May 2022-May 2023

*Lead Supervisor*

- Created individualized plans for each employee to help them diversify their skills & improve overall performance
- Trained employees with disabilities on how to handle the register & interact with customers appropriately
- Collaborates frequently with owners in order to enhance customer experience & find ways of increasing profit margins

**WJES** July 2021-July 2022

*K-2 Autism Self-Contained Teacher*

- Engaged in regular, consistent communication with parents, administration, Occupational Therapist, and Speech Therapist
- Developed daily lesson plans that aligned with student's IEP goals and grade level standards
- Collaborated with my paraprofessionals on some of the best practices for fostering and maintaining a positive learning atmosphere
- Differentiated activities to meet each of my student's individual needs

## Education

*University of Georgia* Spring 2021

**Summa Cum Laude (3.98 GPA)**

BSED in Special Education – Adapted Curriculum and Autism

## Honors, Awards, and Certificates

*GC Career & Technical Educator Award* *2017*

*Professional Score for GACE Adapted Curriculum Test (083 & 084)* *2020*

## Volunteer Work:

- Served as an official at the 2022 USA Special Olympic Games for the swimming competition. In this role, I helped to ensure safety for all participants, judged strokes, and promoted sportsman-like conduct.
- Participated in a semi-annual adaptive aquatics swim meet by providing partial physical assistance to swimmers
- Handed out meals to families in need while the schools were shut down due to COVID-19

Because we always have a backup plan, Stephanie Morris will serve as Emily's contact in the event of an emergency. Please see below for Stephanie's contact information.

**Stephanie Morris**
VP
ProCare Therapy
Local: (678) 837-1265
Fax: (855) 594-6091
stephanie.morris@procaretherapy.com
www.procaretherapy.com

# Administrative Staff

### Billing Services

| Billing Services | |
|---|---|
| Name | Jessica Pryce |
| Job Title | Billing Specialist |
| Work Address | 5550 Peachtree Parkway, Suite 300<br>Peachtree Corners, GA 30092 |
| Office Telephone Number | 678.538.6770 |
| Email Address | billing@ProCareTherapy.com |
| Role Played in Connection with RFP | Point of contact for payroll questions and discrepancies |

### Credentialing

| Credentialing | |
|---|---|
| Name | Nikole Paul |
| Job Title | Operations and Credentialing Manager |
| Work Address | 5550 Peachtree Parkway, Suite 300<br>Peachtree Corners, GA 30092 |
| Office Telephone Number | 678-538-6768 |
| Role Played in Connection with RFP | Responsible for running background and credential checks for all new healthcare professionals |

## *Proposed Candidates*

Please see the following pages for a few resumes that represent the level of talent you will receive from ProCare. Resumes have been cleared of personal information due to recently enacted privacy laws, however full candidate profiles will be provided upon award and prior to commencement of services.

# Beatrice G.

## PROFESSIONAL SUMMARY

Empathetic and motivated Registered Behavior Technician with experience in youth-focused, high-functioning behavior reduction and skill acquisition. Proficient at implementing specialized programs for children and individuals with developmental, emotional, and intellectual disabilities. Passionate about caring for children on the Autism Spectrum and providing the highest quality of services to clients with special needs.

## SKILLS

- Fluent in English, Filipino/Tagalog and Kapampangan
- Creative Thinking
- Active listening
- Exceptional communication skills
- Customer Service
- Creative Writer

## EDUCATION

**Bachelor of Science in Psychology – Cum Laude GPA 3.8**
University of Maryland Global Campus, Adelphi, MD 2020- 2022

**Associate of Arts in Genera; Studies, Concentration: Administration and Health, Psychology**
Montgomery College, Takoma Park/Silver Spring, MD 2018 - 2020

## WORK EXPERIENCE

**Registered Behavior Technician** 2022 - Current
Life We Deserve, LLC, Vienna, Virginia

- Provided direct implementation of treatment plans related to skill acquisition and behavior reduction under the close supervision of Board Certified Behavior Analyst (BCBA).
- Collected skill acquisition and behavior reduction data

## VOLUNTEER OPPORTUNITIES / COMMUNITY SERVICES

**Mental Health First Aider** 2019 - 2021
Mental Health First Aid, Silver, Spring, Maryland

- Provided initial help to people experiencing problems such as depression, anxiety disorders, psychosis, and substance use disorders

**Courtesy Clerk – Manna Food Smart Sacks** 2018 - 2020
Montgomery College, Takoma Park/Silver Spring, Maryland
Bradley Hills Presbyterian Church, Bethesda, Maryland

- Prepared and distributed approximately 150-200 bags of donated food items to students at local elementary school

# Brendan W.

**Executive Director**

## Professional Summary

A diplomatic, yet tenacious networker. Maintains a cool head while under pressure. Has key ability to recognize strengths of others and play to them. A personal pride in work guarantees a profound and unique work ethic.

## Core Strengths

- Experienced Technical Research Writer
- Proven Networking
- Social Media Management
- Fluent Interpersonal Communication
- Insightful Team Building
- Fast and Adaptable Learner

## Education

B.A. in Communications
Dec 2021, Old Dominion University

## Professional Experience

**Lead RBT** **Maxim Healthcare** **Virginia Beach, Virginia**

*December 2022 — Present*

Implemented programs designed by BCBA to improve the social, motor, and cognitive skills of children with ASD (Autism Spectrum Disorder).

Collected data and ran trials on the basis of Behavioral Psychology.

Summarized daily sessions on technician form.

Trained onboarding BTs (Behavioral Technician) on procedure and required knowledge.

**Stagehand** **Virginia Opera Company** **Norfolk, Virginia**

*September 2022 — December 2022*

Works with other stagehands as a team to overcome tasks of the day.

Hangs and focuses stage lights, works in carpentry to build sets, and handles props.

Catering to the needs of high profile clients and celebrities that use the venue.

**Line Cook** **Taphouse Grill** **Norfolk, Virginia**

*September 2019 — September 2021*

Responded to high volume business flow, with speed and a smile.

Cooperated and worked with coworkers to ensure food was completed in a timely manner.

Checked and put away food orders weekly and kept track of stock

## Honors and Awards

Registered Behavioral Technician of the Month (March, 2023)

Old Dominion Model United Nations' Secretariat Award (2017)

Virginia Theatre Association's On The Spot Playwright Competition (2012)

## Technological Competencies

Microsoft Office, OBS, ShotCut, Celtx, Adobe Premier, iMovie, Powerpoint, Google Tools, APA Formatting, Twitter, Instagram, Facebook, Zoom, Slack

## Volunteer Experience

Secretary-General — Old Dominion Model United Nations

- Took charge of the organization of Old Dominion University's Model United Nations Conference, a 3-day event, hosted at the Norfolk Sheraton with attendance of 900 high school students and their faculty sponsors.
- Set the theme and topic for the conference, interviewed and placed staff, and was in direct communication with the hotel.

President — Old Dominion Model United Nations

- Oversaw the running of the organization on campus, created agendas, hosting and moderated weekly officer meetings, presented lessons/activities for the weekly organization meeting, and presented annual budget appeal to the university.

## Professional References

# CARLY M.

## PROFESSIONAL SUMMARY

Enthusiastic employee with significant classroom experience and dedication to student success. Helps co-workers to create a wonderful learning environment for students. Great with students and excels at multitasking and being flexible.

## SKILLS

- Computer Skills
- Classroom Technology
- Verbal and Written Communication
- Classroom Behavior Management
- Adapting to Classroom Needs
- Creating a Safe Learning Environment
- Experience with Diverse Student Populations
- Calm and Patient Demeanor
- Teamwork and Collaboration

## WORK HISTORY

**TEACHING ASSISTANT** 08/2020 to 09/2023
**The Faison Center** , Newport News, VA

- Assisted teachers with classroom management and document coordination to maintain positive learning environment.
- Set up visual aids, equipment and classroom displays to support teacher's lesson delivery.
- Acquired baseline data and implemented approved programs using behavioral technology appropriately, neutrally and consistently.
- Implemented individualized treatment plans developed by clinical supervisors to serve patients with diverse needs.

**PARAPROFESSIONAL EDUCATOR** 05/2017 to 05/2020
**Ozark North Elementary School**, Ozark , MO

- Assisted teachers with classroom management and document coordination to maintain positive learning environment.
- Maintained inclusive learning environment to enable students to gain maximum benefit from lessons.
- Provided support during classes, group lessons and classroom activities.
- Provided support to help students with special needs learn and grow.

**DEPUTY COURT CLERK** 08/2013 to 11/2017
**Barry County Judicial Center**, Cassville, MO

- Responded to in-person and telephone requests for information from general public, attorneys and other involved parties.
- Maintained and organized jury lists.
- Scanned and organized case files to assist the court in moving to a paperless system.

## EDUCATION

**Western Governer's University** , Salt Lake City, UT
**Bachelor of Arts**, Elementary Education
Dual Licensure in Elementary Special Education

**Crowder College** , Cassville, MO
**Associate of Arts**, Elementary Education, 12/2015

# CHERRY M.

**PROFESSIONAL SUMMARY:**

Goal oriented, driven, flexible professional with over 10 years of experience working with Intellectual disability population. I have been working 2 years in Mental Health. I graduated with a Bachelor of Science in Human Services a minor in Special Education, also graduated from Tidewater Community College with an Associate of Science in Social Sciences.

**EDUCATION:**

Old Dominion University, Norfolk, VA
Bachelor of Science Human Services 08/2015
Minor: Special Education GPA 3.5

Tidewater Community College, Norfolk, VA 05/2012
Associate of Science
GPA 3.2

**RELATED EXPERIENCE:**

Advantage Staff (Sabra Dipping Company) -Chester, VA 12/2016-6/2017
**Manufactory Worker (Line Inspector)**

- Inspect products
- Inspect dates
- Kept area clean and sanitized

Comprehensive Counseling- Chesterfield, VA 02/2017-11/2017
**Qualified Paraprofessional of Mental Health**

- Provide mental health skill building.
- Develop I.S.P, complete weekly and quarterly reports.
- Support, facilitate, assist client with all mental, physical and health Skill Building needs.

Good Neighbor Residential- Richmond, VA 06/2017-2/2018
**Direct Support Professional**

- Assist residents with all daily needs.
- Administer medication, take vital signs, prepare meals, and assist in hygiene.
- Log -in daily progress online for ensuring accurate documentation, monitoring individuals' funds and updated charts.

Destiny Services -Petersburg, VA
12/2017-Present
**QMHP-A Registered**

- Teach education groups that address Mental Illness, Social skills, ADL's, Medication Management
- Documentation, implement person-centered treatment plan goals and objectives, participate in development of individualize service plan, and

collaborate with referral source, case manager, and legal representatives and Integration in Community setting.
- Participate in receiving referrals and completing initial comprehensive assessment in collaboration with the LMHP.

Princess Anne High School – Virginia Beach, VA
**Paraprofessional Teacher's Assistant** 09/2005 – 12/2016
- Provided assistance to students with special needs for over ten years, such as non-verbal students or those with physical and mental disabilities.
- Community Based Instructions teaching safety, social, and cognitive skills.
- Enforce administration policies and rules governing students safety.

Samaritan House - Norfolk, VA
**Advocate** 05/2015 – 9/2016
- Provided advocacy to survivors of domestic violence, and homeless populations.
- Completed intake assessments, conduct initial need assessments, and strong documentation skills.
- Facilitate and assisted with activities of daily living, as well as, job seeking and application services.
- Assess individuals & families w/ mental and physical needs to form self-efficiency & stable housing.

Sports Clip – Cypress, TX
**Licensed Cosmetologist (Manager/Stylist)** 06/2000 – 08/2005
- Provided active listening by giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
- Managed and supervised ten professionals within the work setting.
- Trained stylist on company policies and procedures.

## VOLUNTEER EXPERIENCE:

St. Mary's Disabled Home for Children, Norfolk, VA 08/2014 - 12/2014
- Provided one on one assistance to aid the child in engaging with scheduled activities.
- Organize and supervise games and other recreational activities to promote physical, mental, and social development.

*5. Provide evidence of ongoing professional development and training*

# *Continued Training*

We recognize the importance of allowing our special education professional to gain an understanding of new developments in their respective fields and allowing them to progress in their careers through continued education. To ensure our therapists have these opportunities to grow
we provide comprehensive support, ongoing education services and inspiration to help them exceed the needs of Tazewell County School Board students.

For years, we have devoted time and resources to help close the gap between the number of school therapists and the number of students needing special care. We invest in the field of school therapy by offering a scholarship to graduate students, a valuable support system to therapists and a network of leading therapists to school districts.

We believe that by bridging the gap between the number of therapists and the need for therapy in our schools, we are securing the future for students who require therapy services of all kinds. To do this, we continue to invest in the therapists who are currently available while simultaneously providing resources to future therapists through the use of training and education.

## *Orientation*

ProCare provides all education professionals with a general orientation program to acquaint them with our policies and procedures, including our safety policies and procedures. Some of the items we cover during orientation include:

| | |
|---|---|
| Timesheet procedures | ProCare's Expectations |
| Policies and procedures | Client's General Expectations |
| Payroll process | Absence/lateness reporting |
| Patient Safety Goals | HIPAA |
| Employee benefits | Referral awards |

Tazewell County School Board shall be responsible for orienting the education professional to your policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Should you have any materials you would like the education professional to review prior to the commencement of an assignment, simply provide those documents to your account manager and they will ensure the Items are reviewed.

# Experience

- ***Extensive prior experience in providing Applied Behavior Analysis for students and families***
- ***Extensive prior experience providing school-based services***

# ProCare's Presence

ProCare Therapy has provided school districts across the country with healthcare staffing solutions since 1997. During that time, our firm has developed long-standing relationships with clients in over 45 states. We currently provide customized healthcare staffing solutions to more than 400 clients.



ProCare's goal is to meet the growing demand for therapy services in school districts across the country like Tazewell County School Board by providing unparalleled service and highly qualified candidates. We are here to be an asset to the children we serve, a partner to the schools we service and a resource for talented school professionals.

ProCare Therapy




Our reputation for providing unmatched healthcare staffing solutions has translated into contracts with some of the largest school districts in the nation. Additionally, we've had the pleasure of providing solutions to clients located in the state of Virginia, such as:

- Accomack County Public Schools
- Charles City Co. Public Schools
- Chesapeake City Public Schools
- Danville Public Schools
- Dinwiddie Co. Public Schools
- Essex County Public Schools
- Falls Church City Public Schools
- Fredericksburg City Public Schools
- Gloucester County Public Schools
- K12 Virtual Schools
- Norfolk Public Schools
- Prince George Co Public Schools
- Prince William County Public Schools
- Richmond County Public Schools
- Roanoke Co. Public Schools
- School Board of The City of Richmond
- Southampton Co Public Schools
- Spotsylvania County Public Schools
- Stafford County Public Schools
- Suffolk Public Schools
- Washington County Public Schools
- Williamsburg -James City County Public Schools
- York County Public Schools

The experience gained from servicing these clients has given us a higher understanding of critical local, state and federal regulations.

# References

*Contractors submitting an RFP must provide a minimum of three (3) references in which similar contracts have been provided to the school or educational organizations. This reference list must include the name, address, and telephone number of a key contact person and a brief description of the services provided. It is preferred that references be other school divisions. Tazewell County Public Schools, VA should not be used as a reference.*

*Any employee working at a school site must have completed a Virginia State Police background check when students are present. Documentation is to be submitted by the Contractor to the Human Resources Director of Tazewell County Public Schools prior to initiating work.*

| Reference 1 | |
|---|---|
| **Company:** | **Portsmouth City Public Schools** |
| **Address:** | **2801 Turnpike Road, Portsmouth VA 23707** |
| **Contact Name:** | **Tom Byrnes** |
| **Contact Phone Number:** | **757-393-8766 Ext 46250** |
| **Contact Email Address:** | **thomas.byrnes@portsk12.com** |
| **Services Provided:** | **Psychologists, VOCO SLP, SLPA** |

| Reference 2 | |
|---|---|
| **Company:** | **Spotsylvania County Public Schools** |
| **Address:** | **8020 River Stone Drive, Fredericksburg, VA 22407** |
| **Contact Name:** | **Allison G. Langridge** |
| **Contact Phone Number:** | **(540) 834-2500** |
| **Contact Email Address:** | **alangridge@spotsylvania.k12.va.us** |
| **Services Provided:** | **OT, COTA, Para, SLI** |

| Reference 3 | |
|---|---|
| **Company:** | **Roanoke City Public Schools** |
| **Address:** | **40 Douglass Avenue, Roanoke, VA 24012** |
| **Contact Name:** | **April P. Sloan, MS CCC-SLP** |
| **Contact Phone Number:** | **(540) 853-1073** |
| **Contact Email Address:** | **asloan@rcps.info** |
| **Services Provided:** | **SLPA, OT, SLP** |

# Cost Proposal

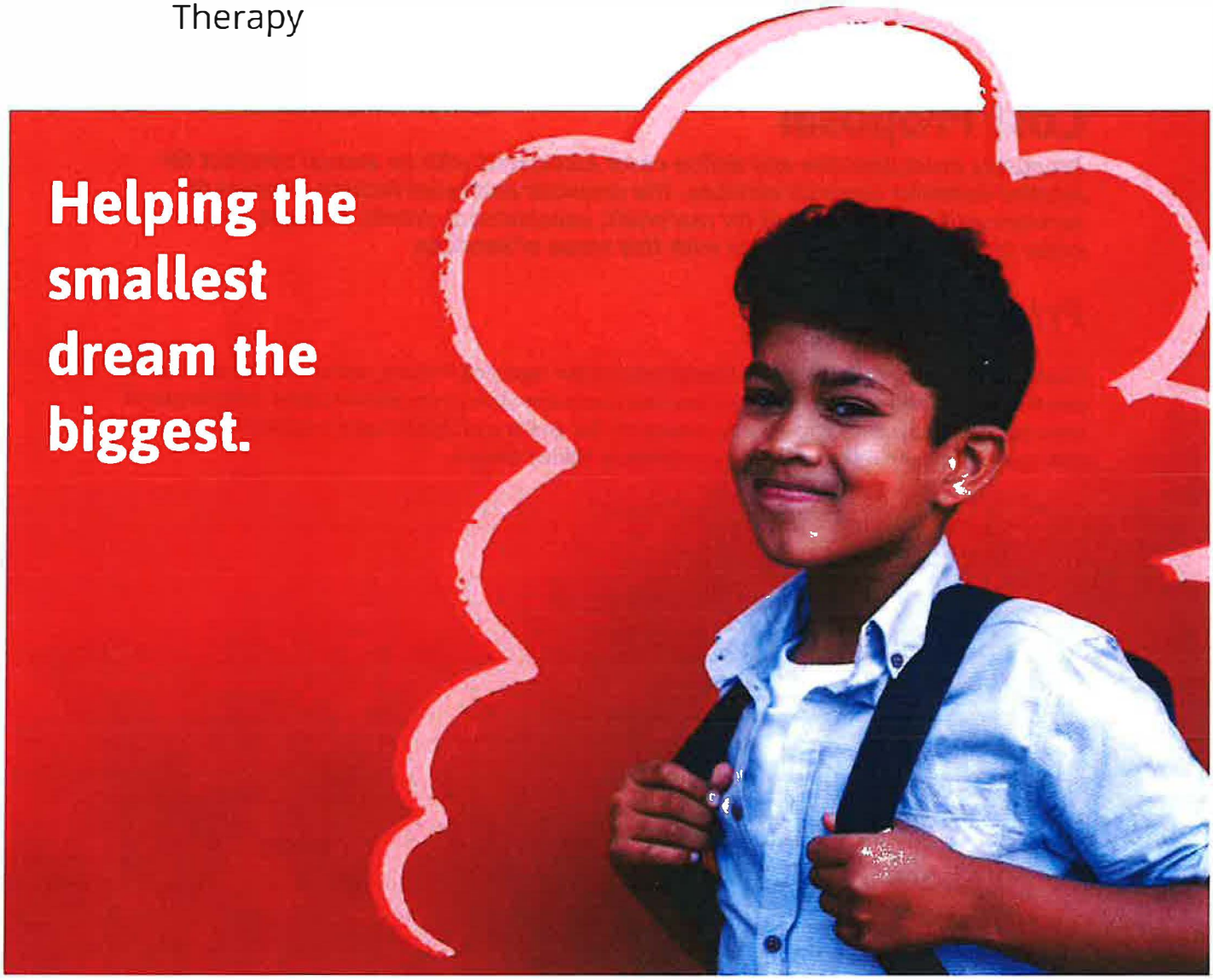
***Proposers must describe and define costs associated with an annual contract for Applied Behavior Analysis services. The proposal cost must include all costs for services and reimbursement for materials, assessments, travel, postage, etc. in order to perform in accordance with this scope of services.***

## *Price Proposal*

Please see the following pages for additional information regarding ProCare, and our all-inclusive hourly rate for the services requested. This one low rate covers everything from administrative costs to payroll taxes and unemployment compensation insurance. Our goal is a straightforward program that will align with your budget and never present any surprises or hidden charges.

ProCare Therapy

ProCare Therapy




# Tazewell County Public Schools
## Special Education Staffing Services

Emily Morris

# ProCare Therapy

ProCare Therapy is a leading provider of school-based professionals for school districts nationwide. Over the years, we've created partnerships with the industry's top school associations allowing us to recruit and train skilled healthcare professionals from a variety of sources. The focus of our efforts is to improve the quality and availability of therapy and special educational services in public schools.

At ProCare, we're professionals who *care* about what we do. We believe that reliability is not an option, simplicity is beautiful and that it's okay to stand out in a crowd, especially when you're standing out in front. As a true partner in education and one of the nation's most trusted providers of school-based therapy, we foster an environment of idea sharing, mentor support and professionalism in a positive atmosphere that begins in our administration department and continues throughout our entire organization.

## ProCare's Promise

We promise to be your true partner in education. What does that mean? It means that we will work side-by-side with your current staff to help your students reach their full potential and receive the high quality of care they deserve. It means that we take it upon ourselves to be thought leaders and immerse ourselves in the education industry, staying on top of trends both nationally and locally in Virginia. It means that since 1997 we've been dedicated solely to connecting special education professionals to the school systems that need them most - and that makes us your partner, not just your provider.

# ProCare's Experience

ProCare Therapy has provided school districts across the country with healthcare staffing solutions since 1997. During that time, our firm has developed long-standing relationships with clients in over 40 states. We currently provide customized healthcare staffing solutions to a total of 175 clients.

ProCare's goal is to meet the growing demand for therapy services in school districts across the country by providing unparalleled service and highly qualified candidates. We are here to be an asset to the children we serve, a partner to the schools we service and a resource for talented school professionals.

## Primary Contact

To make things as simple and efficient as possible, we adopted a 'full-desk' model. With this system, our Directors of Educational Resources act as account manager and recruiter, so your needs are not lost in translation and you have the same contact throughout the lifecycle of your account.

Emily Morris will work with you directly as your Director of Educational Resources. Please see below for her contact information:

Emily Morris
Director of Educational Resources
Phone: (678) 713-2608
Emily.Morris@procaretherapy.com

ProCare Therapy

5550-A Peachtree Parkway, Suite 300
Peachtree Corners, GA 30092

procaretherapy.com

# Hourly Rates

| Service Offering | Hourly Rates |
|---|---|
| Behavior Specialist (BCBA) | $76.50 - $80.51 |
| ABA Therapist | $51.44 - $54.20 |
| Behavior Technician (RBT) | $55.33 - $58.02 |
| Deaf/Hard of Hearing Teacher (DHHT) | $79.62 - $83.47 |
| Occupational Therapist (OT) | $76.21 - $80.45 |
| COTA (Assistant level) | $66.20 - $71.29 |
| Paraprofessional (support staff) | $50.37 - $53.90 |
| Physical Therapist (PT) | $82.13 - $86.08 |
| PTA (Assistant level) | $66.64 - $71.51 |
| School Nurse (RN) | $69.31 - $72.42 |
| School Nurse (LPN) | $64.61 - $68.02 |
| School Psychologist | $89.34 - $94.65 |
| Sign Language Interpreter | $65.76 - $69.19 |
| Social Worker (MSW) | $73.25 - $79.40 |
| Special Education Teacher | $74.58 - $78.11 |
| Speech Language Pathologist | $76.21 - $80.45 |
| SLPA (Assistant level) | $66.23 - $71.30 |
| Visually Impaired Teacher (TVI) | $80.44 - $84.65 |

ProCare Therapy

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TAZEWELL County Public Schools

**MELINDA KAY SMITH <mksmith@tcpsva.org>**

# (no subject)

3 messages

**MELINDA KAY SMITH** <mksmith@tcpsva.org> Mon, May 6, 2024 at 11:32 AM
To: Emily Morris <emily.morris@procaretherapy.com>
Cc: Jean O'Quinn <jeanoquinn@tcpsva.org>

Good morning,
Tazewell County has reviewed your bid for ABA services beginning in August 2024. I want to confirm the BCBA will be on site ( providing services within our buildings) Monday through Friday 9:00 to 3:00 at the hourly rate provided in the bid? I know I have asked this question previously and received a response, I want to confirm before we take our next step with our superiors.
Thank you!

*Melinda Kay Smith*
*Director of Special Services*
*506 Jeffersonville Street*
*Tazewell, Virginia 24651*
*276-988-5511 ext. 2480*
*Fax: 276-988-1971*

"I've always believed that a lot of the troubles in the world would disappear if we were talking to each other instead of about each other." *Ronald Reagan*

Sender notified by Mailtrack

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**Emily Morris** <emily.morris@procaretherapy.com> Mon, May 6, 2024 at 11:35 AM
To: MELINDA KAY SMITH <mksmith@tcpsva.org>
Cc: Jean O'Quinn <jeanoquinn@tcpsva.org>

Hi Melinda,

No worries! That is correct, we can provide an onsite BCBA for services Monday – Friday 9:00-3:00 at the hourly rate in the bid. We do have virtual providers in addition to onsite as well if that were to ever be something you're interested in. 😊

Emily Morris | Director of Educational Resources

ProCare Therapy | www.procaretherapy.com

5550 Peachtree Pkwy #300, Peachtree Corners, GA 30092

o 678-713-2608

*Now Hiring:* Speech Language Pathologists ● Occupational Therapists ● Physical Therapists ● Assistants – SLPA, COTA, PTA ● School Psychologists ● Educational Diagnosticians ● Sign Language Interpreters ● Behavioral Analysts ● Teachers of the Visually Impaired ● Teacher of the Deaf and Hard of Hearing ● Special Education Teachers ● Orientation and Mobility Specialists ● Music Therapists ● Adaptive Physical Education Teachers ● School Nurses ● Social Workers ● Guidance Counselors ● Teachers/Administrators – All others

**From:** MELINDA KAY SMITH <mksmith@tcpsva.org>
**Sent:** Monday, May 6, 2024 11:32 AM
**To:** Emily Morris <emily.morris@procaretherapy.com>
**Cc:** Jean O'Quinn <jeanoquinn@tcpsva.org>
**Subject:**

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]

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**MELINDA KAY SMITH** <mksmith@tcpsva.org> Mon, May 6, 2024 at 11:38 AM
To: Emily Morris <emily.morris@procaretherapy.com>
Cc: Jean O'Quinn <jeanoquinn@tcpsva.org>

Thank you, we need onsite at this time.

*Melinda Kay Smith*
*Director of Special Services*
*506 Jeffersonville Street*
*Tazewell, Virginia 24651*
*276-988-5511 ext. 2480*
*Fax: 276-988-1971*

"I've always believed that a lot of the troubles in the world would disappear if we were talking to each other instead of about each other." *Ronald Reagan*

Sender notified by
Mailtrack

[Quoted text hidden]

# Rivermont

April 12, 2024

**Tazewell County Public Schools**
Attn: Ms. Jessica Cox, Finance Director
506 Jeffersonville Street,
Tazewell, VA 24651

**Re: Request for Proposals ABA Services**

Dear Ms. Jessica Cox

Enclosed for your consideration is our proposal for the above solicitation. As you review our response, you will see our services meet all of the requirements requested in your proposal.

Rivermont Schools and In District services is part of the New Story family of schools and services currently operate over 75 schools and clinics providing service to more than 3,800 students and clients across eight (8) states. Our work may be challenging, but **our mission** is simple — **Our passionate teams foster continuous learning to ensure all children and young adults we support learn and thrive in a safe and supportive environment.**

At RIvermont, our goal is to meet a child or young adult where they are — often what that means is meeting them in the setting that best suits their needs at that current time. While some students are best served in a clinic setting and others in a private school, some children and young adults are best suited to learn and thrive in their own home school within their district. In conjunction with our school and clinic programs, RIvermont offers In-District services focusing on delivering high quality educational, behavioral, and mental health services to further support school districts with their identified needs.

Our In-District Applied Behavior Analysis (ABA) services help students to achieve academic, social, and behavioral goals, leading to improved overall outcomes and increased independence. Integrating ABA services within the district supports and fosters an inclusive learning environment where students can thrive alongside their peers.Our ABA professionals collaborate closely with school administrators, teachers, and families to

develop and implement effective interventions, ensuring a holistic approach to supporting students through evidence-based practices and ensure consistency in implementing ABA principles and strategies

Received 4/15
8:11am

# Rivermont

We hold accreditations from AdvancedEd, VAISEF, Cognia and Behavioral Health Centers of Excellence (BHCOE).

When you work with us, you know the difference. Warm and friendly and always there, day in and day out – **EVERY CHILD CAN BE THE HERO OF THEIR OWN STORY**.

With our depth of experience providing similar services outlined in the qualifications section, we believe a partnership with us will support your endeavor to serve students within your schools. We look forward to hearing from you soon. Should you, the school district, or the board have further questions, please feel free to call me at 667.335.0088 or *melanie.kells@newstory.com*.

Sincerely,

Rivermont In District Services

Melanie Kells

Melanie Kells, BCBA, LBA
*Vice President of Community Partnerships*
Rivermont Schools
Your Life ABA
New Story Schools




# About Us

# About Us

## Past Performance Record and Relevant Experience

Rivermont's services offer a variety of support tailored to promote the success of students and professionals in local school districts and community centers. With our combined resources, New Story has more than 500 school and clinic contracts. Due to the number of schools we service, we have provided a detailed reference contact list below. With our founding business and acquired organizations, we have been servicing schools for more than 35 years.

We have included our school recommendation letters at the end of this section.

| School | Contact Information | Services Provided |
|---|---|---|
| **Rice Elementary**<br>(2022 – Current) | Dr. Alex Smith<br>*Director of Pupil Services*<br>ACS@smsd.us<br>P: 717-258-6484 ext. 2316 | In-District classroom and individual student consultation and support, professional development and training |
| **Big Springs Elementary Services**<br>(2022 – Current) | Dr. Abigail Leonard<br>Director of Pupil Services<br>aleonard@bigspring.k12.pa.us<br>P. 717-776-2000 ext. 2012 | In-District classroom and individual student consultation and support, professional development and training |
| **Linkhorne Middle School**<br>(2022)<br><br>**Sandusky Middle School**<br>(2022 – Current) | Janenne Daniels-Bosher<br>*Director of Special Education*<br>Lynchburg, VA<br>danielsbosherjs@lcsedu.net<br>P: 434-515-5030 | In-District classroom and individual student consultation and support, professional development and training |
| **Richmond County Schools**<br>(2023 – Current) | Sarah Schmidt<br>*Assistant Superintendent*<br>sschmidt@richmond-county.k12.va.us | In-District support, assessment, training, and consultation:<br>☆ Receiving Student In-District Support |
| **Franklin County Schools**<br>(2022 – Current) | Bridgett Wimmer<br>nvbb40@hotmail.com<br>P: 540-797-3209 | Parent of Student Receiving In-District Support from Your Life ABA |

# About Us

| School | Contact Information | Services Provided |
|---|---|---|
| ***Sandusky Middle School*** (2022 – Current) | Annitra C. Leigh, Ed.D.<br>*Principal*<br>leighac@lcsedu.net<br>P: 434-515-5350 ext. 3300 | Currently Receiving School Wide In-District Support |
| **Ramapo Indian Hills School District** (2012 - Current) | Dr. Frank Mauriello<br>*District Director of Special Education*<br>fmauriello@rih.org<br>201-416-8100 x3827 | Therapeutic services, behavior classroom supports, professional development, coaching and certification |
| **Randolph Public Schools** (2015 - Current) | Walter Curioni<br>*Director of Special Ed.*<br>wcurioni@rtnj.org<br>P: 973-361-0808 ext. 8104 | Therapeutic services, behavior classroom supports, professional development |
| **Roxbury Public Schools** (2009 - Current) | Amy Gallagher<br>*Director of Special Services*<br>agallagher@roxbury.org<br>P: 973-584-4232 ext. 5500 | School-based therapeutic services, therapeutic classroom supports, professional development |

*The above is CONFIDENTIAL and only to be reviewed by your school district.*

***"In addition to the great work that they do on a daily basis with our students, Sage Thrive has stepped in to support our district as new issues have arisen.***

***As a public school district, it is often difficult to determine what our role is in supporting the social and emotional needs of our students and their families. We have discovered that the benefit of utilizing a resource such as Sage Thrive allows us to provide intensive support that our students require in order to navigate issues that ultimately affect their ability to access their education while maintaining the boundary that exists between school related and school affected therapeutic needs. Without this third party resource to provide the level of counseling that we recognize our students need in order to be able to progress, our students and families would not be as willing to connect with these essential services."***

*Amy G. – Director of Special Services*

# About Us

*"New Story has been nothing short of amazing for our daughter! She has made significant strides with the help and support of her teachers. The staff at New Story is so committed and caring. They have given our family hope for the future!"*

*Donya M. - parent*



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*"New Story schools has been a lifesaver for my child in so many ways. The teachers and staff are very helpful and supportive. It is great to see the profess my child has made while attending school at New Story."*

*Gayly C. - parent*

*"I have been blessed that this group of professionals have helped me with my son in such many ways-from a kid that we thought couldn't stop different inappropriate behaviors to not doing them at all in record time to a teenager that is happy every morning to go to school."*

*Zuleika M. - parent*

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*"The biggest highlight is definitely the staff. I was able to build a really good relationship with them and a rapport that was, they were like family to me. That was definitely the best part about it. Any school can teach you things and any school can do that well, but not every school can make you happy while you do it. And I feel like Rivermont really specialized in making people feel good about themselves and feel confident in their abilities."*

*Dominck G. – student*

# About Us

*"My son has been at New Story for seven years. He just graduated. He has had a wonderful team of teachers who have gone above and beyond to understand him and to find different methods to reach him to make sure that he reaches as far as he can for himself with the tools that they have.*

*We have just been so thrilled that he found a place that he could be himself and achieve those things for him and makes us just as a partnership with our team of teachers here."*

*Ginny L. - parent*



*"New Story's impact has been completely life changing. It's had such a major impact on my son's direction because it's changed the narrative. The framework is not what he can't do. The framework is what he can do, what is possible for him, what he's capable of and what he has achieved. Further to that, we're thinking, we're talking as a family and with the school about what his life is going to look like beyond school. We're talking about a life that's going to have meaning and that'll be fulfilling for him. It's not just meeting basic needs, it's not just surviving, it's changed the narrative from surviving to thriving."*

*Jody M. - parent*

RAPPAHANNOCK AREA
COMMUNITY SERVICES BOARD

September 22, 2023

Dear Friends,

*Your Life ABA* has been a valued ally of ours at Rappahannock Area Community Services Board (RACSB) over the past five years. With a team-oriented focus and a vision of possibility, they partner with us in supporting positive outcomes for adults with developmental disabilities.

*Your Life ABA's* approaches to facilitating communication for individuals who do not use words to speak have helped residents in our services have greater means of expressing themselves. The team's work has fostered opportunities for individuals in services to learn new skills, coping mechanisms, and self-regulation techniques, thereby decreasing the need to communicate through intensive or non-appropriate means. Such work opens doors and adds value to lives, further enhancing the community living experience for people utilizing our services.

Coupled with this value is *Your Life ABA's* collaborative approach in collecting information, sharing ideas, answering questions, and aiding in training front line and supervisory staff on methodologies and processes to support people towards positive outcomes. *Your Life ABA* staff take the time to discuss and learn about individualized needs directly from caregivers that know people in services best. They are responsive to questions and ideas, and ensure that our support teams understand their roles when changes and new approaches are explored. In this fashion, not only are the staff at *Your Life ABA* supporting better lives for individuals in services, but they are likewise supporting our staff with needed tools to help in bettering lives and outcomes.

Consequent of their valued efforts and collaborative nature, as well as the quality-of-life improvements their work has yielded, it is with great pleasure to share my personal recommendation for *Your Life ABA's* services.

Respectfully shared,

Steve Curtis
DD Residential Coordinator, RACSB

Steven L Curtis

600 Jackson Street
Fredericksburg, VA 22401
540-373-3223

RappahannockAreaCSB.org

hopestarter

NEWPORT NEWS PUBLIC SCHOOLS

May 24. 2023

Rivermont School in Hampton has been an integral part in providing quality education and supports for students with disabilities within this region. Their evidence based practices have proven to be effective with students' who demonstrate challenging and adverse behaviors within the school and instructional setting.

Rivermont's attention to detail and individualizing instruction have allowed our students to meet educational standards and criteria required through the Virginia Department of Education. Their longstanding partnership with Newport News Public Schools has been a positive and collaborative effort that has enriched the lives of the students they serve.

While always doing what is in the best interest of students, Rivermont is constantly improving their interventions and strategies while maintaining integrity within their program. It has been a pleasure to work with such a dedicated team at Rivermont and we hope to continue our partnership for years to come.

Please feel free to contact me if you require additional information.

Respectfully,

*Michele A. Jones*

Michele A. Jones
Special Education Supervisor
Newport News Public Schools
12465 Warwick Blvd
Newport News, VA 23605
(757) 283-7850 ext. 10420
(757) 599-5605
Michele.jones@nn.k12.va.us



# Service Offerings

## Rivermont

# Service Offerings

## In-District Clinical Services

Rivermont offers In-District placement services focusing on delivering high quality educational, behavioral, and mental health services to further support school districts with their identified needs.

Rivermont has the additional support of a strong therapeutic and behavioral program supporting academic instruction. Working within the framework of school-wide Positive Behavior Intervention and Supports and Applied Behavior Analysis (ABA), students are clearly taught expectations for desired behaviors, appropriate behavior is reinforced, and inappropriate behavior is functionally assessed and replaced with appropriate behavior that meets the needs of the child. New Story is a leading provider of special- and alternative- education and therapeutic services for children and young adults with serious and complex challenges. Our schools and clinics put students at the center of everything we do.

Additional support and outpatient services offered include:

- ☆ Group and individual therapy
- ☆ Life and social skills groups
- ☆ Parent and stakeholder education and professional development
- ☆ Trauma informed services with licensed therapists and counselors

We hold accreditations from AdvancedEd, VAISEF, Cognia and Behavioral Health Centers of Excellence (BHCOE).



# Service Offerings

Our In-District Services offer a variety of support tailored to promote the success of students and professionals. Specifically, we follow a Multi-Tiered System of Support (MTSS) model. This model is a framework designed to meet the needs of all students. As service providers, we will ensure that we optimize data-driven decision making, progress monitoring, and evidence-based supports and strategies based on the principles of Applied Behavior Analysis (ABA) and Positive Behavioral Interventions and Supports (PBIS).

Rivermont utilizes Central Reach to input and analyze data, monthly reports and student outcomes and tracking.



Services by our company may include but are not limited to:

## Consultation Services: District or Classroom Wide

The model that leads to the best outcomes is when Rivermont In DIstrict staff members can work collaboratively with your district or classrooms to establish high-fidelity Tier 1 interventions that set your classrooms up for success.

In this service model, New Story provides a qualified consultant (BCBA/BCaBA) to lead a team of specialists/support staff (RBT/BT) within the district or school. The supervisor would commute as needed to one school or within multiple schools/ classrooms.

# Service Offerings

Services available:

- ☆ Social skills assessments or skill-based assessments as-needed.
- ☆ Applied Behavior Analysis (ABA) methodology.
- ☆ Observation and consultation of classroom techniques.
- ☆ Assistance with development of:
  - ➥ Positive Behavior Intervention Systems (PBIS).
  - ➥ IEP goals focusing on behavior reduction and replacement behaviors.
  - ➥ Data collection tools and methodology.
- ☆ Classroom Management Strategies (targeted or classroom-wide).
- ☆ Response to Intervention (RTI) instruction.
- ☆ Train and coach classroom staff on identified interventions.
- ☆ Data analysis and outcome measures tracking.

## Consultation Services: Individual Student Intervention

In this service model, New Story provides a qualified consultant to develop and oversee the behavioral and educational programming of a single student. The contracted staff member is the primary supervisor of the programming, delivering services as listed in that student's IEP or contract. Most commonly, this model is focusing on Tier 2 and 3 services. Similar strategies as whole district or classroom models as listed above are used but targeted more for individual students or groups of students that need extra support.

The team placed in the schools to support the academic and behavioral success of students in and outside of classrooms would provide the following structured universal interventions:

- ☆ Individualized and Comprehensive Assessment to identify strengths and needs.
- ☆ Standardized assessment tools, direct observations, and collaboration with families and educators to gather comprehensive data.
- ☆ Functional Behavior Assessment.
- ☆ Individualized Behavior Support Plans.
- ☆ Systematic data collection procedures to track student progress and evaluate the effectiveness of interventions.
- ☆ Structured social skills instruction.
- ☆ Collaboration, communication and skill transfer with teachers, parents, and other stakeholders to implement an ABA plan with consistently across settings, ensuring continuity of care and support.

# Service Offerings

Services include but are not limited to:

- ☆ Behavioral Assessments and FBA-based Behavior Intervention Plans.
- ☆ Social Skills Assessments or Skill based assessments as-needed.
- ☆ Applied Behavior Analysis (ABA methodology) and PBIS
- ☆ Consultation to teachers/aides of contracted students
- ☆ Assistance with development of:
  - ➥ Behavior strategies such as self-monitoring, differential reinforcement, token economies.
  - ➥ IEP goals focusing on behavior reduction and replacement behaviors.
  - ➥ Data collection tools and methodology.
- ☆ Response to Intervention (RTI) instruction.
- ☆ Train and coach classroom staff on identified interventions.
- ☆ Data analysis and outcome measures tracking.
- ☆ Skill transfer from consultant to school personnel.
- ☆ Crisis management and de-escalation.

## Direct Education and Behavioral Services with Supervision

In this service model, Rivermont provides a qualified consultant to oversee a student's ABA program in their classroom and provides paraprofessionals to work with the student directly. A critical difference between this direct supervision model and the consultation model listed above, is that New Story provides their own staff members to provide all services. Our staff members are experts in both behavioral and instructional strategies and interventions, as well as Autism, Emotional Disturbance and other developmental challenges of children and young adults.



Services include but are not limited to:

- ☆ Starting with an individualized assessment to discover that specific student's learning and program needs.
- ☆ Program start up and ongoing program modification.
- ☆ Direct intervention and instruction by a RBT.
- ☆ Supervision by a qualified supervisor.

# Service Offerings

- ☆ Program and progress monitoring along with data analysis and frequent progress reporting.
- ☆ Functional Behavior Assessment and Behavior Intervention Plan development.
- ☆ Continuous staff training and coaching.
- ☆ Skill acquisition focused on the unique learner, targeting daily living, academics, communication, and social skills.
- ☆ Daily data collection/graphing and daily progress notes for school and families.

## Specific Testing and Assessment Services

Rivermont contracts with the district or school to provide a variety of behavioral and academic experts to conduct these assessments, develop reports with detailed recommendations, and roll out intervention programs. Additionally, an assessment of your current program can be conducted to assess adherence to current best practice clinical and educational frameworks.

Services include but are not limited to:

- ☆ Psychosocial and behavioral intake.
- ☆ Functional Behavior Assessments (FBAs) and Functional Analysis (FA).
- ☆ Skill based assessments.
  - ➥ i.e. Vineland, VB-MAPP, ABLLS-R, Triad Social Skills, Essential for Living, AFLS.
- ☆ Observation, record review, interviews, baseline data collection.
- ☆ Development of function-based interventions.
- ☆ Report writing and program recommendations.
- ☆ School or classroom ABA program audits.

*Every child deserves to have the opportunity to be a part of a successful learning environment, and our academic program is designed with success in mind. Students at all levels (elementary, middle, and high school) work through a curriculum grounded in state standards and current research, while fostering their individual interests.*



# Service Offerings

## Professional Development and In-Service Training

Rivermont will work with school districts to identify their professional development needs and assist in the creation of these critical programs. Additionally, workshops on a variety of topics are offered and can be customized dependent on district needs.

Services include but are not limited to:

- ☆ Curriculum development.
- ☆ Teacher consultation and support.
- ☆ Social and emotional learning collaboration with division wide established curriculum.
- ☆ Creation of training and professional development on various topics.
- ☆ Training of staff on clinical methodologies and behavior management.
- ☆ Training of staff on behavior analysis, autism interventions, and positive behavior supports.

## Benefits of In-District Services

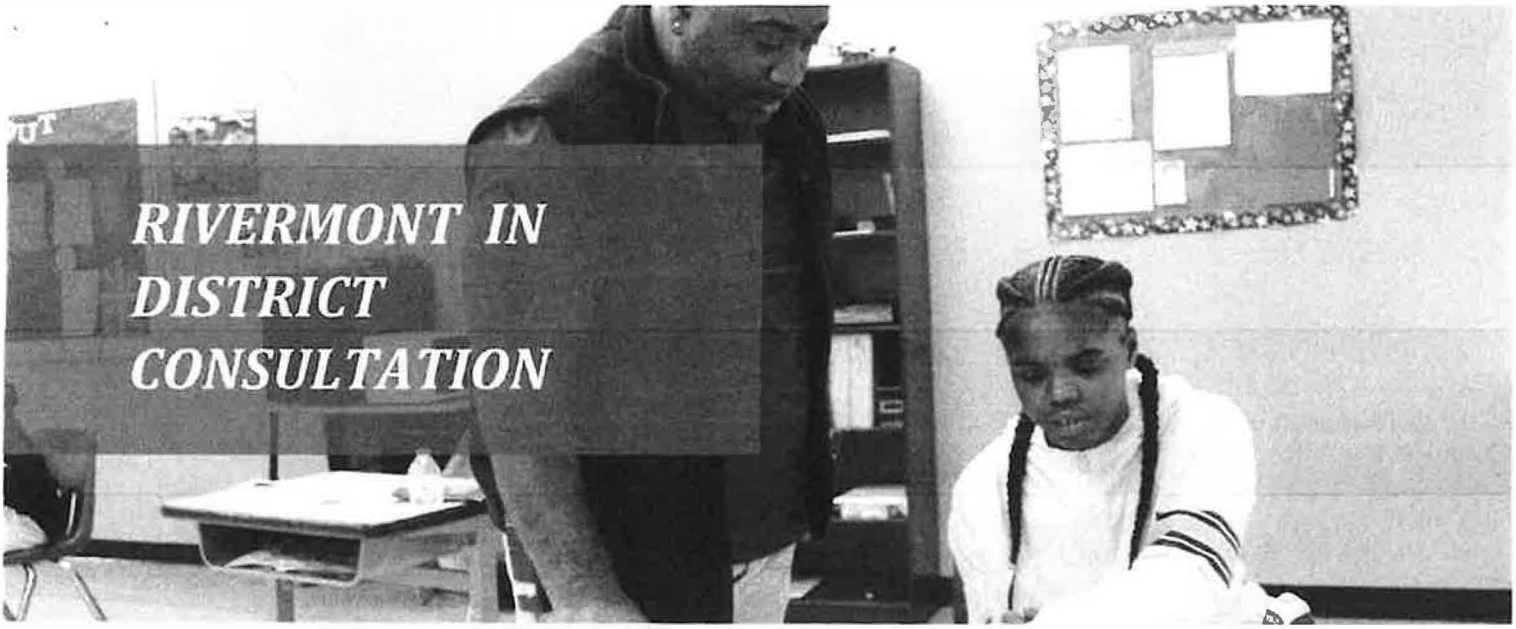
There are many critical benefits of In-District services for both students and the school district.

Our supervisors/consultants have experience in all school, clinic, home and community settings, and understand the need to ensure practical, ethical, and best practice. Our trained, licensed professionals with a wide array of expertise and services to meet the individualized needs of the student.

See the key benefits listed below.

- ☆ Decrease the loss of valuable teaching time during transitions.
- ☆ Access to services and support within and outside of the classroom.
- ☆ Maintain relationships with teachers and peers.

  Supportive learning environment with strategies to meet individual/classroom needs.
- ☆ Decrease time and cost of recruiting/hiring/training their own paraprofessionals.
- ☆ Decrease time and cost of recruiting/hiring/training their own supervisory staff or recruit experts in a variety of areas.
- ☆ No need to develop their own in-house training protocols.
- ☆ Use a trusted provider of choice that parents can rely on and feel comfortable with.
- ☆ Partnering with Rivermont in classrooms means consistency in quality staff members, documentation, and methodology.
- ☆ Trusting relationships arise between Rivermont staff and the district/teachers.




**The Rivermont In District Consultation (IDC) Program provides behavioral interventions and support to students with autism spectrum disorder and emotional disturbance in general and special education classrooms in a public school setting. Embedded in the public school, team members provide targeted behavioral support to students, model effective practices and offer coaching/mentorship to educators, and create holistic plans to support student success. The program offers added capacity to districts and their teams, while providing students with the tools necessary to succeed academically and socially in their school.**




## IDC Support Model

**CONSULTANT:**
RESPONSIBLE FOR COLLABORATING WITH PUBLIC SCHOOL ADMINISTRATORS TO DELEGATE AND DIRECT SERVICES IN EACH BUILDING



**BEHAVIOR TECHNICIANS:**
ASSIGNED TO A BUILDING TO PROVIDE DIRECT CLASSROOM SUPPORT, WORK WITH STAFF AND ADMIN WITH SUPERVISION FROM CONSULTANT



**IN CLASSROOM/BUILDING SUPPORT INCLUDES:**

- TIER 1, 2 AND 3 INTERVENTIONS
- COLLECTING, ANALYZING AND SHARING DATA WITH PUBLIC SCHOOL TEAM
- ACTIVELY MODELING HOW TO IMPLEMENT BEHAVIORAL INTERVENTIONS
- PROVIDING COACHING AND MENTORSHIP TO STAFF



# Meet Your Team

# Meet Your Team

## Staffing, Overview, and Supervision Protocol

Rivermont consultants have an extensive background in the development and implementation of evidence-based behavioral intervention and provision of professional development opportunities. Dependent on student/school need, New Story will staff your program with the appropriate set of staff members. Director of Clinical Services and/or Vice President of Behavior Services provide administrative and clinical oversight and training with regular onsite visits.

Our consultation team consists of specialists including but not limited to:

- ☆ Special Educators
- ☆ Board-Certified Behavior Analysts or Board-Certified Assistant Behavior Analysts
- ☆ Paraprofessionals, Behavior Technicians, or Registered Behavior Technicians
- ☆ LPC/LCSW

For our consultation models utilizing their own district employees, we provide the level of expertise and focused area of expertise as needed/requested.

For programs that are primarily focused in ABA, our supervisors must meet and maintain the requirements of our governing board, the Behavior Analysis Certification Board (BACB). Each supervisor must not only be a BCBA in good standing, but also must stay current in both Supervision and Ethical Code requirements (CEUs). Documentation of these credentials and requirements can be provided upon request. The responsibilities of the BCBA are to analyze, develop and maintain programs, write reports, coach/train, and consult school staff.

For all programs involving direct therapy, supervisors will supervise each team member at least 5% of their direct hours on a case, with a minimum of 10% of direct hours a month being supervised in total on each case. Meaning, if a student has two paraprofessionals working throughout the month, 10% of those hours must be supervised, but 5% must be spent with each paraprofessional.

For those programs that are primarily focused on ABA methodologies, direct paraprofessionals will be Registered Behavior Technicians (RBT) or set to begin their RBT credentialling process. All RBTs must meet a minimum educational requirement as well as an initial and ongoing training requirement. Documentation of these credentials can be provided upon request. All RBT work must be supervised by a BCBA, and RBTs are not able to modify programs or consult with teachers. Responsibilities of the direct level RBT include running behavior and instructional programs, graphing data points, and writing session summary notes.

# Meet Your Team

## Standards of Practice

### Law, Policies, and Procedures Compliance

Rivermont will comply with all federal, state, and local laws applicable to providing services for your school district. This includes maintaining the requisite licenses, permits, certifications, ratings, or other requirements for the operation of the business.

Upon hire, each employee will be subjected to all federal and local laws, rules, regulations, and requirements, as well as company policies and procedures outlined in our employee handbook. All employees are required to sign, acknowledge, and conform to these rules.

## Recruiting and Training

At R, we believe that recruiting and retaining highly skilled and qualified staff is essential to our success, so we give them every opportunity to develop and leverage their strengths.

We are committed to providing highly qualified staff who have expertise in significant learning and behavioral issues. Rivermont has a recruitment team and marketing department dedicated to the investment of passionate and committed employees. We pride ourselves in our training and development of staff to provide meaningful and quality services that produce lasting changes and impact not only the student but also the community and stakeholders invested in their care.

We provide internal professional development (behavior management, positive behavior support, crisis management, educational instruction, and RBT training), continuing education, weekly supervision from a licensed professional. We also provide onboard training, ongoing supervision, data collecting training, and staff training (onboarding mentorship and leadership development). New Story also has a dedicated administrative staff to help support staffing, scheduling, and recruiting and retention.

Rivermont Schools has a proven track record of working with over 70 districts in the State of Virginia and provides support in six (6) additional states. We have a broad range of staff with expertise in behavioral health and intellectual disabilities from special education educators, RBT, BCBA, BCABA, LPC, and LCSWs.

# Meet Your Team

## One Team – Connected by a Calling

My favorite thing is **working with the kids** and the variation of work that I get to do. I have been working here for 21 years and no two days are the same.



**Mark Sprouse**
**Rivermont**



My favorite thing is being a **witness to the individual growth** that each one of my clients' experiences during their time in ABA Therapy.

**Bridget Mangrum Brown**
**Your Life ABA**

I feel grateful to be able to support our **mission** and to serve those carrying that mission out.



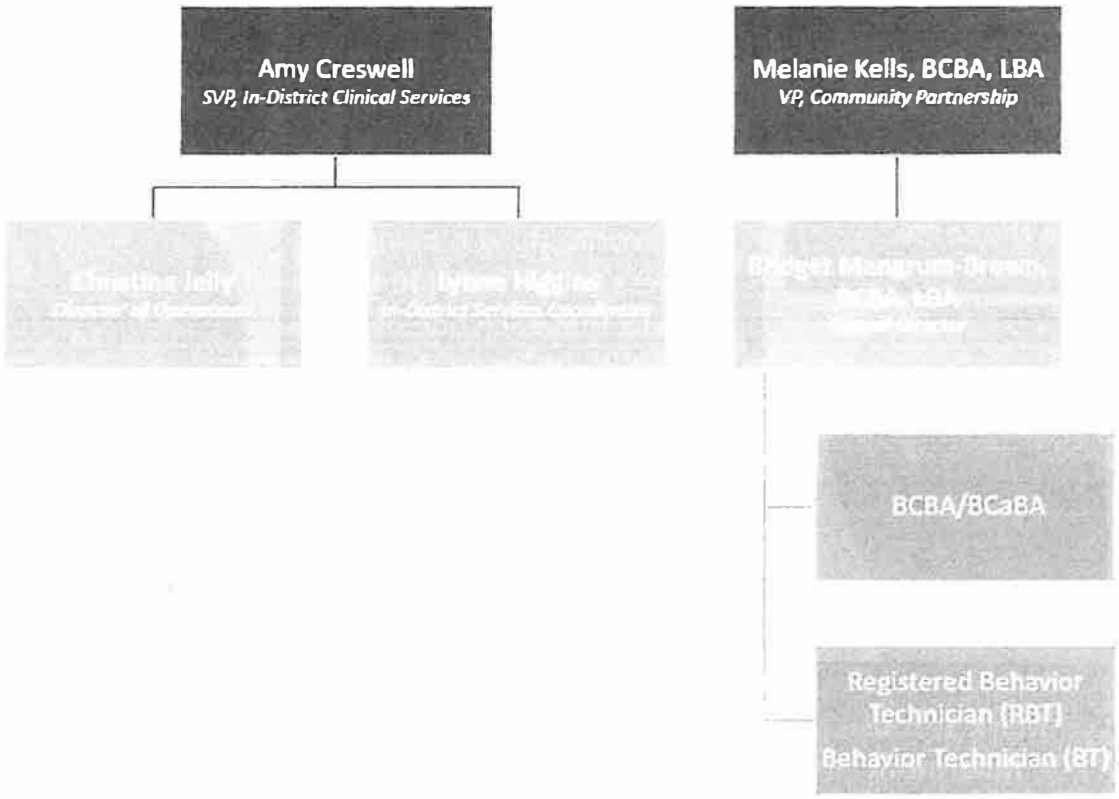
**Olive Brooks**
**New Story Management**

# Meet Your Team

## Your Local and Regional Teams

We pride ourselves on the ability of our **local staff to make the best decisions** where they matter most – **at your school district and in your community.**

The following is our projected organizational chart for your school district based on the needs of your proposal request.




We do not assign contract specific staff until an award has been made. Once we have been awarded the contract, we post openings both internally and externally. For this reason, we cannot provide resumes of all the local staff with our proposal. At the time of hire, we will submit any earned certifications and/or licenses for the employees working directly with your school district. We have provided the names and biographies of our regional leadership staff on the following pages.

# Meet Your Team



## Melanie Kells, BCBA, LBA

*Vice President, Community Partnerships*

Melanie is the Vice President of Community Partnerships. Melanie has an M.S. In Psychology and a certificate in Applied Behavior Analysis. She has worked in a wide range of settings to include school, clinic, home-based services, and community organizations. Melanie has worked with Rivermont Schools and private day placement for over seven (7) years. She leads the behavioral initiatives and outcomes throughout the programs. She has worked with ages 2-75 years old and specializes in Autism, Co-Morbid Disorders, and severe problem behaviors and has expertise in behavioral interventions, supports, and staff implementation.

*We value the trust it requires to educate your student. Therefore, we hire highly qualified teachers, analysts, therapists, social workers, and other support team members. The combined education and experience of our team provides well-rounded education with community integration, service learning, social skills development, art, music, and more!*



## Bridget Mangrum-Brown, BCBA, LBA

*Clinical Director*

*Bridget is one of our Clinical Directors located in Dinwiddie,* Virginia. She has served in the field of education for over 24 years. Bridget holds a Bachelor of Science Degree in Social Work from Virginia State University and a Master's Degree in Special Education from the University of Phoenix.

Bridget completed her certification to become a Behavior Analyst at George Mason University and became certified in May of 2019. Her life-long goal is to make a positive impact on the clients and staff that she encounters each day. She strives to help them become the best that they can be while improving on the skills that they have. Those whom Bridget leads would say that she believes in allowing every person to have a chance at success while offering the opportunity for growth and development each day.

# Meet Your Team

## Clinical Director

The Clinical Director is responsible for oversight of the clinical programs. The Director provides administrative, operational, financial, and programmatic leadership for clinics and clinical services provided within their lane. The Director is responsible for overall administration, clinical quality, growth of the clinical operations, and financial stability. This position oversees clinic leadership who develop behavior plans and provide direction on behavior interventions/ management to staff within the clinical setting.

Key responsibilities include:

- ☆ Demonstrate and observe leadership skills are being utilized by members of the clinic management team. Assist members of the management and clinical team in the continued development of leadership skills.
- ☆ Develop and implement quality assurance measures and provide ongoing assessment to ensure the provision of quality services. Provide direction on appropriate behavior management strategies and techniques to maintain a safe and effective environment.
- ☆ Develop ideas for program development and expansion opportunities. Work with senior leadership team to develop and refine our clinical strategy.
- ☆ Develop and implement strategies to motivate staff to meet high performance expectations, to instill high ethical standards, and create an atmosphere of teamwork. Conduct training needs assessment and provide training to staff as appropriate.
- ☆ Demonstrate a drive for innovation and continuous improvement to ensure the organization is a leading provider of clinical services in our space.
- ☆ Develop and maintain professional relationships at the local and state level with referring agencies, county/ managed care personnel, regional regulatory bodies, and other community networks. Understand and communicate to leadership the changing competitive and regulatory environment.
- ☆ Collaborate with senior leadership as appropriate regarding significant financial matters, contracts, proposals, and program expansion.
- ☆ Collaborate with Marketing Department to increase company visibility within the community.
- ☆ Work with the Finance Department on the development and maintenance of budgets and financial reports.
- ☆ Establish data collection/documentation and prepare and distribute outcome reports to provide input to clinic management/supervisors for ongoing behavior plan revisions.
- ☆ Travel to clinic locations as necessary.
- ☆ Provide leadership and guidance to clinic management to develop and monitor new client intake process, as necessary.

# Meet Your Team

- ☆ Monitor employee performance and conduct employee performance evaluations. Adhere to hiring and disciplinary/termination procedures and engage in the staff interviewing and disciplinary process.
- ☆ Ensure employees enrolled in an ABA certification program receive sufficient supervision hours to meet program requirements.

Adhere to company policies and procedures. Perform all job responsibilities in a safe manner and adhere to safety practices and standards established by the company.



## Amy Creswell

*Senior Vice President, In-District Clinical Services*

Amy is the Senior Vice President of In-District Services and Clinic Operations at New Story. She is responsible for maximizing growth and scalability of Applied Behavior Analysis (ABA) therapy and other clinical services across the New Story footprint. Amy holds a Bachelor of Science in Business Administration and Management from Central Michigan University.



## Christina Jelly

*Director of Operations*

Christina is the Director of Operations for our Thrive Alliance Group. She is pursuing a Master's in the Art of Teaching, Mathematics from Montclair State University and has a Bachelor of Science in Business Administration, Accounting and Psychology and Sociology from Bryant University. Christina is responsible for program coordination and quality assurance.

# Meet Your Team



## Lynne Higgins

*In-District Services Coordinator*

Melanie is the Vice President of Community Partnerships. Melanie has an M.S. In Psychology and a certificate in Applied Behavior Analysis. She has worked in a wide range of settings to include school, clinic, home-based services, and community organizations. Melanie has worked with Rivermont Schools and private day placement for over seven (7) years. She leads the behavioral initiatives and outcomes throughout the programs. She has worked with ages 2-75 years old and specializes in Autism, Co-Morbid Disorders, and severe problem behaviors and has expertise in behavioral interventions, supports, and staff implementation.

### Board Certified Behavioral Analyst

The Board-Certified Behavioral Analyst (BCBA/BCaBA) conducts various descriptive and systematic behavioral assessments and skill-based assessments in the home, school, and community setting. The BCBA/BCaBA then provides behavior analytic interpretations of the results and designs comprehensive ABA treatment plans based off of evidence-based practices and behavior analytic research literature. The BCBA provides training and supervision to BCaBA's, RBT's, and other responsible parties tasked with the implementation of behavior analytic interventions. The BCBA/BCaBA then supervises and monitors the treatment progress of a client through data-based progress monitoring.

Key responsibilities include:

- ☆ Provide direct/indirect behavioral services to clients in individual and group sessions.
- ☆ Oversee ABA home programs and provide parent training and support.
- ☆ Complete weekly program writing and maintain client's program book.
- ☆ Running monthly clinic/progress meetings with parents/guardians.
- ☆ Conduct behavioral and skills assessments and design treatment programs for clients.
- ☆ Work with and oversee Board Certified Assistant Behavior Analysts and Registered Behavior Technicians to implement individualized treatment plans per agency standards and BACA requirements.
- ☆ Collect data and graph data as instructed using technological programs, such as Microsoft Excel or behavioral software.

# Meet Your Team

## Registered Behavior Technician

**Under the collaborative supervision of a BCBA/BCaBA, the RBT Registered Behavior Technician will provide instructional support to assigned student(s) implementing assigned tasks, methods, and techniques from Applied Behavior Analysis (ABA) and Verbal Behavior (VB) for students with Autism Spectrum Disorder and/or other developmental disabilities.**

Primary responsibilities include:

- ☆ Under the direction of a BCBA/BCaBA, collaborates with teachers, caregivers, related service providers and staff in implementation of academic instruction, the Individual Education Plan (IEP) and assigned tasks in Applied Behavior Analysis (ABA)/Verbal Behavior (VB) techniques, procedures, and interventions.
- ☆ Closely supervises assigned student(s) during all activities.
- ☆ Completes required paperwork and documentation and adheres to all deadlines.
- ☆ Manages and maintains organization of each assigned student's program book, data collection systems, graphing and program material development.
- ☆ Responds to and manages behavioral crisis situations.
- ☆ Implements feedback on interventions, techniques, and procedures.

Secondary responsibilities include:

- ☆ Perform all job responsibilities in a safe manner and adhere to safety practices and standards established by the company.
- ☆ Perform other related duties as assigned.

## Behavior Technician

**Under the guidance of a BCBA/BCaBA, the behavior counselor/RBT is responsible for delivering 1:1 instruction and implementation of Individualized Service Plans (ISP), and Behavior Support Plans in the home, school, and community setting. This role provides modeling and coaching of ABA techniques, teaching procedures, and interventions to caretakers, as well as collecting behavioral and skill acquisition data and tracks progress during every session.**

### A Focus on Each Student

*Every child has a unique story and background, which requires a unique approach to addressing their needs. Our certified special education teachers build an individualized plan for each student, and our small class sizes provide consistent opportunities for attention and one-on-one instruction.*





# Implementation of Services

# Implementation of Services

## Work Plan

### Timeline to Get Started – Intake and Assessment Procedures

Our goal is to help serve children and young adults with serious and complex challenges. An equally important goal within our In-District Clinical Services division is to make things easy, have transparency, and meet expectations. By partnering with us, school personnel can expect efficient and straightforward service commencement.

Rivermont In District Services will coordinate, conduct, and execute a schedule for Applied Behavior Analysis Services within 14 days of contract award and make an oral or written pServices Included in our implemtation resentation of findings and recommendations for maximum implementation of services.

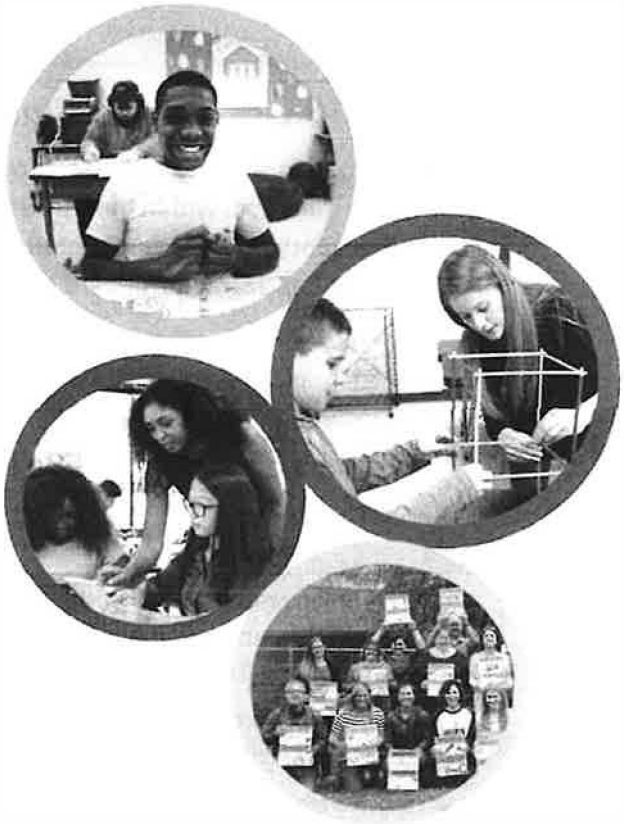
The process:

- ☆ The treatment team of both Rivermont In District Team and the home district sets up an initial team meeting to determine priorities, immediate areas of need, and gain a more detailed sense of the program/student needs.
- ☆ A detailed record review, initial Assessment and Intake occurs for background into the learner(s) behavioral, social, and Individualized Education Plan (IEP).
- ☆ Onsite observation occurs in a variety of settings and across multiple time frames.
- ☆ Data is collected and reviewed by your Rivermont In District Team
- ☆ Conduct and interpret behavioral and educational assessments and results.
- ☆ We will create a recommendation to move forward with appropriate services needed.
- ☆ Collaboration on development of goals and objectives with treatment team.
- ☆ Implementation of ABA therapy goals and objectives.
- ☆ Monitor and maintain compliance of ABA services.
- ☆

### Qualifications of Firm and Staff

Our Clinical Director has 10 years as a Special Education Teacher and three (3) years as a Board Certified Behavior Analyst. Our Director of Clinical Services has worked in the public and private day setting as well as the clinic setting and oversees onsite consultation as needed to provide additional clinical oversight and monitoring. The Director meets weekly with the staff and administrative team onsite to ensure consistent and collaborative communication is occurring.

# Implementation of Services



Not only do our Registered Behavior Technicians receive quality supervision, but our Supervisory BCBA team does also. Quarterly visits will be conducted by our Clinical Director, ensuring all policies and procedures are being followed and appropriate progress monitoring is occurring at individual or classroom levels. The Clinical Director will check in with classroom teachers or district personnel on a quarterly basis to ensure satisfaction of the program.

Our Clinical Directors have at least five years of experience working in an educational or clinical capacity and at least three years of supervisory experience. Our BCBA Supervisors have board certification as a Behavior Analyst or state certification as a Special Education Teacher.

a. **Professional Licenses/Roles** – Overall service implementation is supervised by Director of Clinical Services who holds a Masters in the Human Services Field and nine (9) years of supervisory experience in therapeutic and clinical settings serving individuals with mental health/behavioral disorders. Director of Clinical Services is a Licensed Behavior Analyst in the State of Virginia. All personnel providing services are properly licensed according to state and federal guidelines.

   - Clinical services are overseen by an LMHP/Licensed Behavior Analyst.
   - All direct care is serviced by a QMHP/Registered Behavior Technician (RBT)/Behavior Technician (BT).

b. **Varied Tiered Levels** – Our agency has a strong clinical component consisting of LMHPs who are Board Certified Behavior Analysts (BCBA) and Board Certified Assistant Behavior Analysts (BCaBA) Our tiered model consists of a Clinical Director, three (3) Regional BCBAs, and administrative and operational staff. Quality Control and Program Oversight

# Implementation of Services

a. Our Clinical Services team makes every effort to ensure quality of educational and behavioral programming, with strategies of intervention rooted in evidence-based practices. Our intervention methods rely on data analysis and data-based decision making.
b. Our In-District programs must meet our internal quality standards as well as industry standards. Programs and curriculum are reviewed by our quality assurance team to ensure best practices and current methodology are being utilized. For ongoing programming and program modification, we ensure a case review methodology, whereas client binders and graphs are reviewed by either a Program Director or a member of our quality assurance team to ensure each student's needs are being met, both in the diversification of educational needs and advancing data trends. Furthermore, when supervision and overlaps occur, treatment integrity is assessed to ensure methods are being used as prescribed. Monthly reports and data analysis are shared with stakeholders to collaborate on treatment outcomes and goals.

## Ongoing Collaboration with School Personnel/Caregivers

Collaboration is key to a student's progress. As valuable members of a student's team, our team and the home school's team must be in frequent communication. Our services run on a district's schedule, so our staff will be present, as requested, at school meetings such as IEP meetings, team meetings, and transition planning meetings. In addition, ABA providers are available for more frequent team meetings or teacher check ins, as deemed necessary monthly teacher/supervisor meetings will be held to go over programs, progress, and any changes needed to the program or classroom management strategies. At the start of the contract, the team will document who needs to be kept informed and at what frequency of meetings and consultation.

Collaboration with stakeholders to include caregivers, case managers, and related service providers is often an essential piece of meeting the unique needs of students and clients we serve.




# Service Cost

# Service Cost

Below are our proposed fees.

| Job Position | Rate/Fee/Month or Monthly Fee | |
|---|---|---|
| Board Certified Behavioral Analyst (BCBA) | $155.00 per hour | $16, 750.00 |
| Registered Behavior Technician (RBT) | $80.00 per hour | $7,500.00 |





## APPLIED BEHAVIOR ANALYSIS SERVICES

*Applied Behavior Analysis Services to be provided under the awarded contract shall include but not be limited to:*

*a. Assessment,*
*b. Prevention,*
*c. Early Intervention, and*
*d. Treatment.*

*Applicants shall provide a detailed outline of the services to be provided to Tazewell County Public Schools for Applied Behavior Analysis Services. Contractor will coordinate, conduct, and execute a schedule for Applied Behavior Analysis Services for Tazewell County Public Schools, and make an oral or written presentation of findings and recommendations for maximum implementation of services.*

Applied Behavior Analysis (ABA) is a therapeutic approach that has been used to support a wide range of populations, with a primary focus on individuals with developmental and behavioral challenges. While ABA was initially developed to assist individuals with autism spectrum disorder (ASD), its principles and techniques have been adapted and applied to various other populations as well.

Behavioral consultation in schools aims to create a conducive learning environment where students can succeed academically and socially. By addressing behavioral challenges proactively and fostering positive behaviors, schools can enhance the overall educational experience for students and contribute to their long-term success.

1. **Assessment and Functional Analysis:** Behavioral consultants assess problematic behaviors by conducting functional behavior assessments (FBAs). This involves identifying the antecedents (triggers), behaviors, and consequences to understand the function of the behavior.
2. **Individualized Behavior Intervention Plans (BIPs):** Based on the assessment, consultants develop individualized Behavior Intervention Plans (BIPs) that outline strategies to address challenging behaviors and promote positive alternatives. BIPs are tailored to the student's needs, strengths, and goals.
3. **Positive Behavior Support Strategies:** Consultants provide educators and staff with positive behavior support strategies to prevent challenging behaviors and encourage positive alternatives. This might involve using reinforcement, visual schedules, and proactive classroom management techniques.
4. **Functional Communication Training:** Behavioral consultants teach functional communication skills to students who may struggle with expressing themselves. This helps reduce frustration and the likelihood of challenging behaviors.
5. **Social Skills Training:** Consultants work with students to develop social skills and appropriate social interactions. Social skills training can enhance peer relationships and overall classroom dynamics.
6. **Data Collection and Analysis:** Consultants guide educators in collecting data on student behavior to track progress, identify patterns, and make data-driven decisions about interventions.
7. **Teacher Training and Professional Development:** Behavioral consultants offer training sessions and workshops for teachers and school staff to equip them with effective behavior management strategies.
8. **Classroom Environment and Structure:** Consultants provide guidance on structuring



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the classroom environment to support positive behavior, including setting up visual cues, organizing materials, and implementing routines.

9. **Crisis Prevention and Intervention:** Consultants offer strategies for preventing and managing behavioral crises in the classroom, ensuring the safety and well-being of students and staff.
10. **Collaboration with Individualized Education Plans (IEPs):** Consultants collaborate with the IEP team to ensure that behavior goals and supports align with the student's Individualized Education Plan.
11. **Functional Academic Skills:** Behavioral consultation can address academic skills in the context of behavior. For example, consultants might work on task initiation, completion, and attention during academic tasks.
12. **Family Involvement:** Consultants engage parents and caregivers in the behavior support process, providing them with strategies to reinforce positive behaviors at home.
13. **Progress Monitoring and Adjustments:** Consultants monitor the effectiveness of behavior interventions over time and make adjustments as needed to ensure continued progress.
14. **Creating a Positive School Climate:** Behavioral consultation can contribute to creating a positive school climate where all students feel safe, supported, and empowered.
15. **Promoting Inclusion:** Consultants work to ensure that behavior support strategies are inclusive and respectful of all students' diverse needs and backgrounds.

## QUALIFICATIONS OF FIRM AND STAFF

SpringHealth Behavioral Health and Integrated Care Virginia, LLC (SpringHealth) bring exceptional service, in-depth experience, and a high level of commitment to Tazewell County Public Schools (TCPS).

As part of SpringHealth Integrated Care, Inc., we currently provide services to more than 1,700 persons monthly throughout various community-based settings across the country. We serve children and adults in several states, providing functional and behavioral assessment, consultation, behavior intervention plan development (BIP), counseling, Applied Behavior Analysis (ABA) and other relevant services.

SpringHealth's mission is to assist people to reach their highest level of independence. We are dedicated and caring people who form a company providing excellent human services that enhance the lives of individuals. With efficiency and effectiveness, we strive to provide the highest measurable quality supports for the people and organizations we serve, our employees, our shareholders, and our communities. We serve with skill, compassion, respect, and care.

Our treatment approach is based on person-centered principles. No two people are the same and treatment success varies from person to person. Our SpringHealth clients receive behavioral plans tailored to meet their specific and individual needs.

SpringHealth clinicians take the time to learn about their clients, understanding what is important to them, their strengths, abilities, and desires. Our clinicians think outside the box and aim to develop programs and interventions that can be generalized and used across multiple settings.

SpringHealth prides itself on encouraging and assisting their clinicians to be the best in their given field. Our clinicians' success is OUR success, whether those pursuits be educational, clinical, or administrative. We work as a team every day. With the use of technology, our clinicians can have daily interactions, share ideas with one another, and continue to participate in

ongoing educational opportunities to strengthen their clinical skills.

Our SpringHealth clinician will continuously collaborate with the interdisciplinary team, which comprises the individual, their family/guardian, TCPS staff, residential or other service provider staff, primary care physician, and appropriate consultants.

We take a team approach when developing person-centered BIPs, getting input from the individual/family/guardian, those who will be implementing the plan, and considering the environment in which we administer the BIP. Once the hypothesized function of the target behavior has been established, the clinician can develop a functional-based BIP that directly addresses each behavior and attempts to replace the challenging behavior with a functionally equivalent replacement behavior. We monitor the effectiveness of our BIPs through data collection, analysis, and observation, updating them as necessary.

SpringHealth will provide qualified Board Certified Behavior Analysts (BCBA) and Registered Behavior Technicians (RBT) for the ABA services requested by TCPS. See a brief description of the responsibilities and qualifications SpringHealth requires for these positions:

**Board Certified Behavior Analyst (BCBA)**

**Responsibilities:**

Provide behavioral and therapeutic support services to customers including: assessment, evaluation, training and education, program planning, support services and clinical services to customers, families and/or staff, behavioral evaluations, acts as liaison for psychiatric supports, participates in on-going assessments, develops, and monitors behavioral intervention plans, meets with consumers and their families, responds to emergencies, prepares and submits written reports regularly, maintains caseload files, and participates as a member of multi-disciplinary and professional teams, staff training on implemented programs.

**Qualifications:**

Master's Degree in psychology, special education, social work, or related field. Must have experience with behavioral intervention, and/or a strong educational emphasis on the principles of learning and developmental psychology.

**Registered Behavior Technician (RBT)**

**Responsibilities:**

Provide 1:1 therapy to youth with a developmental disability in a home or community setting. Will implement treatment goals under the supervision of a BCBA and must provide adequate feedback regarding progress to supervisor. RBT help facilitate teaching of communication, self-help, social-skills, and other targeted treatment goals, and will track client progress and program data. Must observe confidentiality and safeguard all patient-related information.

**Qualifications:**

RBT Certification, bachelor's degree preferred. Must have two or more years of experience working with individuals with developmental disabilities or behaviorally challenged population. Flexibility with client scheduling and treatment needs is required.

We would have to hire RBT(s) for this program. BCBAs are listed below:

**Michelle Willingham, Virginia State Director**, has a master's degree in psychology with a specialization in Applied Behavioral Analysis, as well a master's degree in Healthcare Administration. She is a licensed Board Certified Behavior Analyst. Ms. Willingham has 20

years of experience in the behavioral healthcare field. Her expertise includes clinical care of patients from 18 months to 65 years of age for those diagnosed with multiple cognitive and behavioral disabilities and disorders, as well as developmental disabilities. Ms. Willingham specializes in high acuity clients with behavioral concerns, language, developmental, and feeding disorders. Michelle has maintained a leadership position within the behavioral healthcare field for over 13 years.

**Samantha Copp, BCBA**, has a dual master's degree in autism education and applied behavior analysis. She is a licensed Board Certified Behavior Analyst. Samantha has eight years of experience co-teaching in a high acuity classroom in a school for children with special needs. In addition, she has over 10 years of experience in the behavioral healthcare field. Ms. Copp's expertise includes clinical care of patients with age ranges from birth to 45 years of age for those diagnosed with multiple cognitive and behavioral disabilities and disorders, as well as developmental disabilities. She specializes in social skills development, language development, and feeding therapy. Ms. Copp has maintained a leadership position within the behavioral healthcare field for 10 years.

**Katlyn Hickman, BCBA**, has a master's degree in Behavior Analysis and bachelor's degree in psychology. She is a Board Certified Behavior Analyst. Katlyn has more than 10 years of experience in mental health counseling as well as Applied Behavior Analysis. She has experience working with children and their families. Ms. Hickman's is familiar with conducting training for families and caregivers within the community. She is experienced working with multidisciplinary teams to assess, and develop a behavior plan best suited for each individual as well as provide training and education to the multidisciplinary team as needed.

## National Provider Identification

SpringHealth Behavioral Health and Integrated Care Virginia, LLC National Provider Identification number is 1467827493.

## Providers Licenses (BCBA, RBT, etc.)

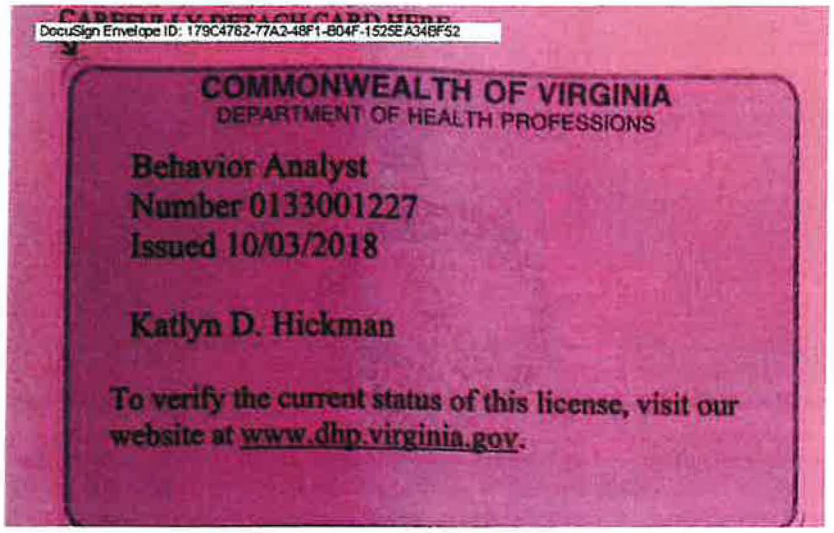
| Name | Location | Country | Certification | Status |
|---|---|---|---|---|
| WILLINGHAM, MICHELLE | Falling Waters, WV | United States | BCBA | Active |

**MICHELLE WILLINGHAM**
***Location:*** Falling Waters, WV United States
***Certification Level:*** Board Certified Behavior Analyst
***Certification Number:*** 1-1313274
***Status:*** Active
***Original Certification Date:*** 01/31/2013
***Next Recertification:*** 01/31/2026
***Expiration Date:*** 01/31/2026
***Contact:*** Michelle Willingham
Completed 8-hour supervision training on: 10/18/2013
Willing to supervise BCaBAs
Willing to supervise BCBA or BCaBA trainees

| Name | Location | Country | Certification | Status |
|---|---|---|---|---|
| COPP SAMANTHA | Edinburg, VA | United States | BCBA | Active |

**SAMANTHA COPP**

***Location:*** Edinburg, VA United States
***Certification Level:*** Board Certified Behavior Analyst
***Certification Number:*** 1-14-17898
***Status:*** Active
***Original Certification Date:*** 11/30/2014
***Next Recertification:*** 11/30/2025
***Expiration Date:*** 11/30/2025
***Contact:*** Samantha Copp
Completed 8-hour supervision training on: 10/18/2013
Willing to supervise BCaBAs
Willing to supervise BCBA or BCaBA trainees




## DOCUMENTATION OF TRAINING, ACKNOWLEDGEMENT AND ACCEPTANCE OF HIPPA REGULATIONS

We will support and uphold all HIPAA requirements. We maintain a Confidentiality and Non-Disclosure policy in our state manual, as well as apply stringent procedures to ensure compliance with HIPAA regulations. All staff receives Confidentiality and HIPAA policy training as part of their pre-employment training. Our annual mandatory compliance training also includes an overview of and accounting for HIPAA/Protected Health Information (PHI) disclosures and safeguarding of client and company information. All staff must complete the annual compliance training and achieve a score of at least 70 percent on a competency-based exam.

## DEMONSTRATE EXPERIENCE WORKING WITH CHILDREN AND ADOLESCENTS IN AN EDUCATIONAL SETTING

SpringHealth offers treatment for both children and adults diagnosed with Anxiety, Attention Deficit-Hyperactivity Disorder, Autism Spectrum Disorder, Behavioral Disorders, Depression and Intellectual Disabilities. We provide these services in various settings including schools. Currently in Virginia we have contracts with the following school districts: Prince William County, Shenandoah County, and Warren County. We provide these services to schools in the

other states we cover as well.

Our educational consultation service involves collaborating with educators, administrators, parents, and other stakeholders to address behavioral challenges and promote positive behavior in students. Behavioral consultants, often trained in applied behavior analysis (ABA) or other behavior management approaches, provide support, strategies, and guidance to create a positive and conducive learning environment for all students.

## PROVIDE EVIDENCE OF ONGOING PROFESSIONAL DEVELOPMENT AND TRAINING

SpringHealth requires initial training for all staff after hired as well as annual required training to be completed during employment. Our annual required training courses for our SpringHealth staff is provided below:

| Course Title | CourseID | Type | Time (in hrs.) |
|---|---|---|---|
| **Our LEGACY Values** | BrightSpring Course | Online Class | 0.1 |
| **Our Compliance and Ethics Program** | BrightSpring Course | Online Class | 0.75 |
| **Your Role: Internet Security and You** | 3rd Party (KnowB4) | Online Class | 0.25 |
| **The Basics of Workplace Safety** | REL-ALL-0-BWS | Online Class | 0.25 |
| **HIPAA: Do's and Don'ts of Social Media and Electronic Communication Self Paced** | REL-ALL-0-HDDSMEC-R1 | Online Class | 0.25 |
| **Understanding Workplace Violence Self Paced** | REL-ALL-0-WVRP-R1 | Online Class | 0.5 |
| **HIPAA: Basics Self-Paced** | REL-ALL-0-HBAS-R1 | Online Class | 0.5 |
| **2024 COVID-19 Update** | Brightspring Course | Online Class | 0.25 |
| **Fraud Prevention** | Brightspring Course | Online Class | 0.5 |
| **Harassment in the Workplace Self-Paced** | REL-PAC-0-HW-R1 | Online Class | 0.5 |
| **Conflict Resolution** | REL-ALL-0-CR | Online Class | 0.5 |
| **Abuse, Neglect, and Exploitation** | REL-PAC-0-ANAE | Online Class | 0.75 |
| **Infection Control: Basic Concepts Self-Paced** | REL-ALL-0-ICBC-R1 | Online Class | 0.25 |
| **Understanding Bloodborne Pathogens Self-Paced** | REL-ALL-0-UBBPATH-R1 | Online Class | 0.75 |
| | | **Total Time** | **6.1** |
| **Version 1 - Last Updated** | **4/10/2024** | | |

In addition to our required training our staff have access to over 1500 clinical Continuing Education courses. Below is a sample of courses available.

| Course Name | Brief Description |
|---|---|
| **A Behavioral Approach to Toilet Training People with IDD** | The goal of this course is to provide behavior analysis professionals in clinical practice information on research-based methods to use when toilet training children with autism and other developmental disabilities. This training program is offered independent of the Behavior Analysis Certification Board® (BACB®). |
| **A Day in the Life: An IDD Perspective** | People with intellectual and developmental disabilities, or IDD, face many challenges in their daily lives. Sometimes, these challenges are due simply to how other people treat them. |
| **ABA Supervision Series: 8-hour Supervision Training** | This is a four-part series for BCBAs® who wish to provide supervision. This series was developed to meet the BACB® eight (8) hour training requirement based on the BACB® Supervision Training Curriculum Outline 2.0.<br>• Supervision Series Pt. 1: Introduction to ABA Supervision<br>• Supervision Series Pt. 2: Best Practices for ABA Supervision<br>• Supervision Series Pt. 3: Performance Feedback in ABA Supervision<br>• Supervision Series Pt. 4: Evaluating ABA Supervision Effects<br>The goal of this series is to provide behavior analysis professionals with the skills necessary to provide both trainee and ongoing supervision for BCaBAs and RBTs. |
| **About Diabetes: Overview for Behavioral Health Professionals** | Diabetes is a chronic health condition that affects millions of people all over the world. People with diabetes are two to three times more likely to have depression and to seek out treatment (Centers for Disease Control and Prevention [CDC], 2022g). Also, behavioral health disorders can lead to complications or make diabetes symptoms worse. This course presents the basics of diabetes and current medical treatments for people with diabetes.<br>The goal of this course is to educate addictions professionals, behavioral health counseling professionals, case management/care management professionals, marriage and family therapy professionals, nursing professionals, psychology professionals, and social work professionals in health and human services settings on the types, risk factors, complications, and management of diabetes. |
| **About Privacy and Confidentiality for Non-HIPAA Covered Entities** | You work for a company that provides services to many people. You may need to discuss personal information about the people you serve, but this must be done thoughtfully. Everyone's personal information must be kept safe. |
| **Abuse and Neglect of Individuals with I/DD** | There is an alarmingly high rate of physical abuse, neglect, financial exploitation, and sexual victimization among those with intellectual and developmental disabilities (IDD), yet only a tiny fraction of these incidents are reported. Abuse, neglect, and exploitation are serious issues in the systems of support for people with disabilities. This course will teach you how to recognize signs of physical, sexual, and emotional abuse, as well as neglect and financial exploitation. You will also learn how to respond to an allegation of abuse, practice responding to incidents you may see first-hand, and learn strategies that help prevent abuse. This training program is based on the RBT Task List and is designed to meet the 40-hour training requirement for the RBT credential. This program is offered independent of the BACB. Current Link: https://bacb.com/rbt-task-list/ |

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|---|---|
| **Abuse/Neglect for RBTs** | Individuals with autism are at greater risk of abuse, neglect, and exploitation than others in the general population. Abuse and neglect are often underreported. This is in part due to advocacy and communication skill limitations. RBTs work multiple hours with individuals with autism. They may notice signs of abuse and neglect more quickly than others and need to know how to report suspected abuse and respond appropriately to individuals who have experienced abuse and neglect.<br><br>The goal of this course is to inform those sitting for the RBT exam about the maltreatment their clients could experience and the appropriate response. |
| **Achieving Excellence with High-Performing Teams** | Teams with talented people and a skilled leader are often unable to maintain optimum results over a long period of time. Team leaders must continually assess, evaluate, and monitor the team's motivation level toward achieving its goals. They must also facilitate emotional buy-in and commitment. This course provides healthcare staff with an overview of how to motivate and enhance a team. |
| **Addressing Behavioral Health Needs of Veterans** | The goal of this course is to provide addictions, behavioral health counseling, case management/care management, marriage and family therapy, psychology, and social work professionals in health and human services settings with information on ways to address the behavioral health needs of veterans. |
| **Addressing Eating and Feeding Problems in Children with Autism** | Many children with autism have eating and feeding disorders that negatively impact their nutritional status and physical growth. Perseveration, fear of new foods, sensory, or medical issues are a few of the reasons why some children with autism fail to eat a variety of foods. This course will describe the issues, present ABA-based interventions, and provide implementation examples. The goal of this course is to provide information to behavior analysts on how to address feeding issues associated with individuals with autism. |
| **Addressing Racial Trauma in Behavioral Health** | Racism is so detrimental to society that it is considered a public health crisis. Healthcare professionals need to be able to recognize and address racial trauma in their clients. This course defines racial trauma and explains how it affects clients with marginalized racial identities. It also provides an overview of bias, focusing on how bias impacts the therapeutic relationship. This course describes strategies you can use to address racial trauma in behavioral health with your clients and on a larger scale. |
| **Addressing Transition Age Youth with Autism Spectrum Disorder** | Individuals with autism face many challenges, particularly when they transition from adolescence to adulthood. Parents, school personnel, and behavior analysts must work together to ensure that adolescents have the skills needed to be successful in the next phase of their lives. This course will address how behavior analysts can assist adolescents and their families with issues surrounding life skill, vocational, educational, and social skill needs. The goal of this course is to provide behavior analysts with strategies for preparing clients with autism for post-secondary opportunities. This training program is offered independent of the Behavior Analysis Certification Board® (BACB®). |

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| **Advanced Naturalistic Environment Teaching Strategies** | Natural environment teaching describes a variety of strategies based on different ABA intervention approaches. These strategies provide greater opportunities for skill generalization and contact with naturally occurring reinforcers. This course will review the research and rationale behind several naturalistic approaches and offer suggestions for ensuring successful implementation.The goal of this course is to provide behavior analysts in clinical practice with information on how to implement and supervise natural environment teaching strategies. This training program is offered independent of the Behavior Analysis Certification Board® (BACB®). |
| **An Introduction to Trauma-Informed Care** | For many years, trauma was believed to be relatively rare in the U.S. In truth, about 61 to 80% of individuals in the general population experience one or more traumatic events during their lifetimes (Mann & Marwaha, 2020). Due to these findings and other important studies (e.g., the Adverse Childhood Experiences (ACE) Study), it is increasingly understood that trauma-informed care should be a universal standard of care in health and human services and other systems of care. Trauma that occurs in childhood and adulthood produces lasting physical, psychological, emotional, social, and spiritual effects. Trauma changes the way we see ourselves and the world around us.<br>In this course, you will examine best practices as well as how to avoid actions that may be unknowingly harmful to clients. Importantly, you will learn what it means to provide trauma-informed care, and why you should use this approach with every client you serve as well as with colleagues and staff. |
| **An Overview of ADHD for Paraprofessionals** | More than six million children between the ages of 3 and 17 in the United States have been diagnosed with attention deficit hyperactivity disorder (ADHD). Children with ADHD often have co-morbid mental health diagnoses and learning disabilities. Left untreated, ADHD can lead to problems at home and school, as well as social isolation. The goal of this course is to teach you the essentials of recognizing ADHD so that you can better assist the individuals you serve. This course covers the most common signs and symptoms of ADHD. You will review the information you need to help children with ADHD get connected with the best resources available. |
| **An Overview of Trauma Disorders in Adults for Paraprofessionals** | Paraprofessionals often work with individuals with trauma-related disorders, but interventions and training are mostly focused toward clinicians. This course is designed to help you understand trauma and learn trauma-informed approaches to best support your clients. You will learn the basics of trauma disorders including posttraumatic stress disorder, acute stress disorder, and adjustment disorders. |
| **Application of Behavioral Systems Analysis to Business Management** | The goal of this course is to provide learners with information on research-based management skills that can be applied to running an ABA practice. Strategies based on the fundamental principles of behavioral systems analysis will be addressed. |
| **Application of HIPAA in Behavioral Health** | The Health Insurance Portability and Accountability Act of 1996 (HIPAA) was created for the implementation of better portability of protected health information (PHI). It was also designed for the purpose of health insurance continuity (U.S. Government Publishing Office, 2017). You are subject to HIPAA rules and must assess what are reasonable and appropriate security measures for protecting the availability, confidentiality, and integrity of protected health information for in-person services as well as services provided via technology (Telehealth Resource Centers, 2017). |

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| | HIPAA rules underlie every service related to behavioral health, and they change to meet evolving trends. There are potentially catastrophic organizational and individual consequences if the current HIPAA rules are not followed. This course will help you to identify potential legal and ethical issues related to HIPAA, improve your compliance approach, and develop more effective risk management strategies.<br>The goal of this course is to assist alcohol and drug counselors, marriage and family therapists, professional counselors, psychologists, social workers, and nurses in health and human services settings in understanding and applying current HIPAA regulations. |
| **Working with Justice Involved Youth with Behavioral Health Needs** | The juvenile justice system, much like the adult justice system, has a high number of youth with behavioral health issues. It is important for professionals that provide services to justice-involved youth to have information on common behavioral health concerns among justice-involved youth, and effective approaches to addressing those concerns within the context of the legal system.<br>The goal of this course is to provide entry level addictions, behavioral health counseling, marriage and family therapy, psychology, and social work professionals with education about common behavioral health concerns of justice involved youth; effective screening, assessment, and intervention strategies; as well as pertinent legal considerations. |
| **Working with Families of Individuals with Autism** | This course will provide strategies for effectively communicating with families who have children receiving ABA therapy. Strategies for parent training will also be addressed. This training program is based on the Registered Behavior Technician™ (RBT®) Task List and is designed to meet the 40-hour training requirement for the RBT credential. |
| **Assessment Instruments for ABA Program Building** | Behavior analysts must carefully assess their clients' current levels of skills and needs in order to create individualized treatment plans. Observation and functional assessment help identify some treatment goals. However, it can still be difficult to identify all the skills that need to be addressed. Many commercially produced assessments are useful for identifying needs and building treatment plans. This course will provide an overview of different assessments for program building and describe their uses.<br>The goal of this course is to provide behavior analysts in clinical practice information on assessment instruments useful for creating intervention programs.<br>DSM™ and DSM-5-TR™ are registered trademarks of the American Psychiatric Association. The American Psychiatric Association is not affiliated with nor endorses this course. |

## EXPERIENCE

*Extensive prior experience in providing Applied Behavior Analysis for students and families*

Across the country, SpringHealth employs more than 60 highly qualified and experienced professional clinicians including behavior therapists, social workers, counselors, and psychologists who work together to provide expert services through a multidisciplinary approach. Our clinicians have extensive experience, many with 20 to 30 years of experience in their field and lead successful programs offering evidence-based therapies to children and adults. Our expert, person-centered services are provided in a host of settings including residential homes, schools, family homes, nursing homes, workplaces, and other community-based settings. The requested behavioral consultation services constitute 100% of our business. Specific services

include:

- Applied Behavioral Analysis (ABA)
- Cognitive Behavioral Therapy (CBT)
- Functional Assessment
- Behavior Support Plan development
- Care Plan monitoring
- Early intervention services
- Caregiver training

SpringHealth specializes in providing professional support for those with intellectual and developmental disabilities, autism spectrum disorder, and mental illness. Currently serving over 1,700 individuals monthly, we provide ongoing services in Illinois, Indiana, Missouri, Virginia, Kentucky, California, Texas, and Georgia. In Virginia specifically, we support more than 150 individuals.

*Extensive prior experience providing school-based services*
Specific to our experience with school districts, SpringHealth has been providing school consultation and behavioral support services to children in school settings since 2016. Through our Medicaid contracts, we have formed partnerships with school districts across states to ensure students with behavioral health diagnoses excel and have the best possible educational experience.

We currently have ongoing contracts with Prince William and Arlington County, Shenandoah, and Warren County Schools, and do not anticipate that these agreements will have an impact on our ability to provide services to TCPS.

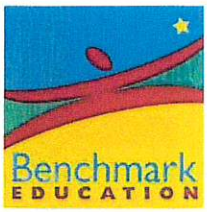
## REFERENCES

| School | Contact | Phone | Email | Years of Service |
|---|---|---|---|---|
| **Warren County Schools** | Gina Casella | 540-635-2171 | gcasella@wcps.k12.va.us | 2021-2023 |
| **Prince William County Public Schools** | Ines Flores | 703-791-7200 | inflores@pwcgov.org | 2022-Current |
| **Shenandoah County Schools** | Dorothy Harriman | 540-409-6470 | dhhariman@shanandoah.k12.va.us | |

## COST PROPOSAL

| Tazewell County Public Schools – Applied Behavior Analysis Services | |
|---|---|
| Board Certified Behavior Analyst | $125.00/hour |
| Registered Behavior Technician | $65.00/hour |

SpringHealth has provided an hourly rate for the services requested for this program. This rate is all inclusive and covers any necessary materials, assessments, travel, etc. that may be needed.




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QUOTE: 62759

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Robert Hubbard
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Office Phone:
Phone: (804) 869-2418

**Customer:**
TAZEWELL CO SCHOOL DISTRICT
PO BOX 927
TAZEWELL VA 24651
United States

**Ship To:**
TAZEWELL CO SCHOOL DISTRICT
506 JEFFERSONVILLE STREET
Tazewell VA 24651

| Product Code | Title | Price Level | Unit Price | Qty | Total Price |
|---|---|---|---|---|---|
| XY7972D | Ready to Advance 2022 Early Learning (National Edition) Gr. Pre-K Deluxe Classroom Print and Digital 7-Year | Current | $5,150.00 | 11 | $56,650.00 |
| XY11690D | BEC Benchmark Advance 2022 (Virginia Edition) Gr. K Classroom 25-Copy Print and Digital 7-Year | Current | $4,640.00 | 18 | $83,520.00 |
| Y58192 | BEC Decodables Gr. K Take Home Book 25-Copy Set - 39-Titles Consumables 7-Year | Current | $1,505.00 | 18 | $27,090.00 |
| Discount (Custom) | * 18 Gratis Sets | | | | ($27,090.00) |
| XY11691D | BEC Benchmark Advance 2022 (Virginia Edition) Gr. 1 Classroom 25-Copy Print and Digital 7-Year | Current | $4,640.00 | 18 | $83,520.00 |
| Y58194 | BEC Decodables Gr. 1 Take Home Book 25-Copy Set - 72-Titles Consumables 7-Year | Current | $2,765.00 | 18 | $49,770.00 |
| Discount (Custom) | * 18 Gratis Sets | | | | ($49,770.00) |
| XY11692D | BEC Benchmark Advance 2022 (Virginia Edition) Gr. 2 Classroom 25-Copy Print and Digital 7-Year | Current | $5,520.00 | 20 | $110,400.00 |
| XY10632D | Dynamite Decodables Gr. 2 Complete 6-Pack Set Print and Digital 7-Year | Current | $2,685.00 | 20 | $53,700.00 |
| XY11693D | BEC Benchmark Advance 2022 (Virginia Edition) Gr. 3 Classroom 25-Copy Print and Digital 7-Year | Current | $5,520.00 | 20 | $110,400.00 |
| XY11742D | BEC Benchmark Advance 2022 (Virginia Edition) Gr. 4 Classroom 30-Copy Print and Digital 7-Year | Current | $5,610.00 | 16 | $89,760.00 |
| Discount (Custom) | * 3 Gratis Sets | | | | ($16,830.00) |

BENCHMARK EDUCATION COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 62759

**Contact representative**
Robert Hubbard
Email: Chubbard@benchmarkeducation.com
Office Phone:
Phone: (804) 869-2418

| Product Code | Title | Price Level | Unit Price | Qty | Total Price |
|---|---|---|---|---|---|
| XY11743D | BEC Benchmark Advance 2022 (Virginia Edition) Gr. 5 Classroom 30-Copy Print and Digital 7-Year | Current | $5,610.00 | 15 | $84,150.00 |
| Discount (Custom) | * 3 Gratis Sets | | | | ($16,830.00) |
| Y64864 | BEC Benchmark Advance 2022 (National Edition) Gr. 5 Text for Close Reading 10 Volumes 5-Copy Consumables 7-Year | Current | $770.00 | 1 | $770.00 |
| Discount (Custom) | * 1 Gratis Set | | | | ($770.00) |
| Y64455 | BEC Benchmark Advance 2022 (National Edition) Gr. K Teacher Resources System 5-Volume Set Print | Current | $495.00 | 6 | $2,970.00 |
| Y64456 | BEC Benchmark Advance 2022 (National Edition) Gr. 1 Teacher Resources System 5-Volume Set Print | Current | $495.00 | 6 | $2,970.00 |
| Y64457 | BEC Benchmark Advance 2022 (National Edition) Gr. 2 Teacher Resources System 5-Volume Set Print | Current | $495.00 | 6 | $2,970.00 |
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| Y64459 | BEC Benchmark Advance 2022 (National Edition) Gr. 4 Teacher Resources System 5-Volume Set Print | Current | $495.00 | 6 | $2,970.00 |
| Y64460 | BEC Benchmark Advance 2022 (National Edition) Gr. 5 Teacher Resources System 5-Volume Set Print | Current | $495.00 | 6 | $2,970.00 |
| PR991 | PD-Free Implementation (Gratis) | On-Site | $0.00 | 9 | $0.00 |

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Phone: (804) 869-2418

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